SPECIMEN GOVERNMENTAL 403(b) PLAN

BASIC PLAN DOCUMENT

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SPECIMEN GOVERNMENTAL 403(b) PLAN
Basic Plan Document

PURPOSE

This Plan is intended to be used by a State, including a political subdivision of a State or an agency or instrumentality of a State, with respect to Employees of the State, in order to satisfy the requirements for an arrangement described in Code Section 403(b) that may include Employee Elective Deferrals, Mandatory Employee Contributions and Nondeductible Contributions. It also allows for Matching Contributions and Employer Contributions. Accordingly, the Plan is not designed to comply with ERISA. The Plan assets may be invested in Code Section 403(b)(1) annuity contracts or Code Section 403(b)(7) custodial accounts that are authorized by the Employer for use under the Plan. It is not intended that this specimen plan be used by churches and tax-exempt entities to establish a 403(b) retirement plan.

DEFINITIONS

The following words and phrases when used in the Plan with initial capital letters shall, for the purpose of this Plan, have the meanings set forth below unless the context indicates that other meanings are intended:

ADOPTING EMPLOYER
Means any eligible employer named in the Adoption Agreement and any successor who by merger, consolidation, or otherwise assumes the obligations of the Plan.

ADOPTION AGREEMENT
Means the document executed by the Adopting Employer through which it adopts the Plan and thereby agrees to be bound by all terms and conditions of the Plan.

AGE 50 CATCH-UP CONTRIBUTION
Means Elective Deferrals made pursuant to Plan Section Three that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or older by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on Annual Additions, the dollar limitation on Elective Deferrals under Code Section 402(g) (not counting Catch-up Contributions), or any other allowable limit imposed by the Employer. Age 50 Catch-up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on Age 50 Catch-up Contributions under Code Section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Deferrals, an amount that would enable the Employer to satisfy other statutory or regulatory requirements (e.g., income tax withholding, FICA and FUTA withholding, etc.). The dollar limit on Age 50 Catch-up Contributions in Code Section 414(v)(2)(B)(i) is $1,000 for taxable years beginning in 2002, increasing by $1,000 for each year thereafter up to $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 414(c)(2)(C). Any such adjustments will be in multiples of $500.

Age 50 Catch-up Contributions shall be subject to the Matching Contribution formula if the employer has elected to make Matching Contributions on Elective Deferrals in the Adoption Agreement.

ALTERNATE PAYEE
Means any Spouse, former Spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

ANNUAL ADDITIONS
Means, the sum of the following amounts credited to a Participant for the Limitation Year under this Plan and other plans deemed to be maintained by the Participant as described in Plan Section 3.08:

a. Plan Contributions,

b. Forfeitures,

c. similar contributions or amounts under such other plans deemed to be maintained by the Participant, and

d. any additional amounts required by regulations under Code Section 415.

Means, for purposes of Plan Section 3.08(B), the sum of the following amounts credited to a Participant for the Limitation Year under this Plan and plans maintained by employers described in Plan Section 3.08(B):

a. Plan Contributions,

b. Forfeitures,

c. similar contributions or amounts under plans maintained by such other employers,

d. amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan,

e. amounts derived from contributions paid or accrued 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)),

f. amounts allocated under a simplified employee pension plan, and

g. any additional amounts required by regulations under Code Section 415.

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BASIC PLAN DOCUMENT
Means this specimen 403(b) Plan document.

BENEFICIARY
Means the individual(s) or entity(ies) designated pursuant to Plan Section 5.03(A).

BREAK IN ELIGIBILITY SERVICE
Means a 12-consecutive month period that coincides with an Eligibility Computation Period during which an Employee fails to complete more than 500 Hours of Service or such periods specified in the Elapsed Time definition, if applicable.

BREAK IN VESTING SERVICE
Means a Plan Year (or other vesting computation period described in the definition of Years of Vesting Service) during which an Employee fails to complete more than 500 Hours of Service or such period specified in the Elapsed Time definition, if applicable.

CATCH-UP CONTRIBUTIONS
Means, Age 50 Catch-up Contributions and, if elected in the Adoption Agreement, the Special Code Section 403(b) Catch-up Contributions.

CODE
Means the Internal Revenue Code of 1986 as amended from time to time.

COMPENSATION

A. General Definition

Base Definition
Means the Compensation received from the Participant's Employer and, as elected by the Employer in the Adoption Agreement, (and if no election is made, W-2 wages will apply), Compensation shall mean one of the following:

1. W-2 wages – Compensation is defined as information required to be reported under Code Sections 6041 and 6051, and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation is defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation 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) and 6051(a)(3), and 6052. 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)).

2. Section 3401(a) wages – Compensation is defined as wages within the meaning of Code Section 3401(a), for the purposes of income tax withholding at the source but determined without regard to any rules 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)).

3. 415 safe-harbor compensation –

   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 nonaccountable plan as described in Treasury Regulation 1.62-2(c).

      2. 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.

      3. 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.

      4. The value of a nonstatutory option (which is an option other than a statutory option as defined in Treasury Regulation 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.

      5. The amount includible in the gross income of an Employee upon making the election described in Code Section 83(b).

      6. Amounts that are includible in the gross income of an Employee under the rules of Code Sections 409A or Section 457(f)(1)(A) or because the amounts are constructively received by the Employee.

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b. Items not includible as Compensation. The term Compensation does not include –

1. Contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 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 nonstatutory option (which is an option other than a statutory option as defined in Treasury Regulation 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 regulations promulgated under Code Section 83).

3. 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).

4. Other items of remuneration that are similar to any of the items listed in paragraphs (b)(1) through (b)(3) of this subparagraph.

B. Determination Period And Other Rules

Payments made after Severance from Employment will be either included or excluded from Compensation within the meaning of Code Section 415(c)(3), depending on the category of such compensation. Whether or not such compensation is included or excluded is based on the definition below and the elections made by the Employer in the Adoption Agreement. Such payments, if included, must meet the following requirements:

1. Compensation described in paragraph (2) of this subparagraph will be included in the definition of Compensation (within the meaning of Code Section 415(c)(3)). In addition, compensation described in paragraphs (3) and (4) of this subparagraph will be excluded from the definition of Compensation (within the meaning of Code Section 415(c)(3)) unless otherwise elected in the Adoption Agreement. If the Adopting Employer elects in the Adoption Agreement to include compensation described in paragraphs (3) or (4) or both, such payments must also meet the following requirements:

   a. Those amounts are paid by the later of 2½ months after Severance from Employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of Severance from Employment with the Employer maintaining the Plan; and

   b. Those amounts would have been included in the definition of Compensation if they were paid prior to the Employee's Severance from Employment with the Employer maintaining the Plan.

   c. A governmental plan (as defined in Code Section 414(d)) may provide for the substitution of the calendar year in which the Severance from Employment with the Employer maintaining the Plan occurs for the Limitation Year in which the Severance from Employment with the Employer maintaining the Plan occurs.

2. Regular Pay. An amount is described in this paragraph (2) if –

   a. The payment is regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

   b. The payment would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer.

3. Leave Cashouts. An amount is described in this paragraph (3) if –

   a. The payment is for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

4. Deferred Compensation. An amount is described in this paragraph (4) if the payment is an amount received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

5. Other post-severance payments. If Employer Contributions for former Employees are elected in the Adoption Agreement, such former Employees' compensation will be Includible Compensation. Any other payment that is not described in paragraph (2), (3), or (4) of this subparagraph is not considered Compensation under paragraph (1) of this subparagraph if paid after Severance from Employment with the Employer maintaining the Plan, even if it is paid within the time period described in paragraph (1) of this subparagraph. Thus, Compensation does not include severance pay, or parachute payments within the meaning of Code Section 280G(b)(2), if they are paid after Severance from Employment with the Employer maintaining the Plan, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the Severance from Employment. Any payments not described above are not considered Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

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C. Limits On Compensation

The annual Compensation of each Participant taken into account in determining allocations shall not exceed $200,000, 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 ("determination period"). The cost-of-living adjustment in effect for the calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Amounts under Code Section 125 exclude any amounts not available to a Participant in cash in lieu of group health coverage (deemed Code Section 125 compensation). An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participants' other health coverage as part of the enrollment process for the health plan.

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.

If Compensation for any prior determination period is taken into account in determining an Employee's allocations or benefits for the current determination period, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

Notwithstanding the foregoing, if the Employer adopting this Plan is a governmental employer, Employees of such Employer who became Participants in the Plan before the first day of the Plan Year beginning after December 31, 1995 will be subject to the annual compensation limit in effect under the Plan before that date as determined by IRS regulations.

CONTRIBUTING PARTICIPANT

Means a Participant who has enrolled as a Contributing Participant pursuant to Plan Section 3.01 or 3.07 and on whose behalf the Employer is contributing Elective Deferrals (and Nondeductible Employee Contribution, if applicable) to the Plan.

DESIGNATED BENEFICIARY

Means 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 Treasury Regulation 1.401(a)(9)-4.

DIRECT ROLLOVER

Means a payment by the Plan to the Eligible Retirement Plan specified by the Recipient (or, if necessary pursuant to Plan Section 5.01(B)(1), an individual retirement account (IRA) under Code Sections 408(a), 408(b), or 408A (for Roth Elective Deferrals), as selected by the Adopting Employer in the Adoption Agreement).

DISABILITY

Means the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence satisfactory to the Plan Administrator.

DISTRIBUTION CALENDAR YEAR

Means 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 pursuant to Plan Section 5.05(D). 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.

DOMESTIC RELATIONS ORDER

Means any judgment, decree, or order (including approval of a property settlement agreement) that:

a. relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and

b. is made pursuant to state domestic relations law (including applicable community property laws).

EARLY RETIREMENT AGE

Means the age specified in the Adoption Agreement. The Plan will not have an Early Retirement Age if none is specified in the Adoption Agreement.

EFFECTIVE DATE

Means the date the Plan or amendment or restatement becomes effective as indicated in the Adoption Agreement.

ELAPSED TIME – Means

A. Special Rules Where Elapsed Time Method is Being Used

If elected in the Adoption Agreement, the following definition of Elapsed Time shall apply for purposes of determining service. When this definition applies, the definitions of break in service and hour of service in the Elapsed Time definition will replace the definitions of Break in Eligibility Service, Break in Vesting Service, and Hours of Service found in the Definitions Section of the Plan.

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For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the Vested interest in the Participant's Individual Account balance derived from Employer Contributions, an Employee will receive credit for the aggregate of all time periods commencing with the Employee's first day of employment or reemployment and ending on the date a break in service begins. The first day of employment or reemployment is the first day the Employee performs an hour of service. An Employee will also receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of months or days.

For purposes of this definition, hour of service will mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer. Break in service is a period of severance of at least 12 consecutive months. Period of severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee was otherwise first absent from service.

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 shall not constitute a break in service. For purposes of this Elapsed Time definition, 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.

Each Employee will share in Employer Contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee severs employment with the Employer or is no longer a member of an eligible class of Employees.

If the Employer is a member of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), a group of trades or businesses under common control (under Code Section 414(c)), or any other entity required to be aggregated with the Employer pursuant to Code Section 414(o), service will be credited for any employment for any period of time for any other member of such group. Service will also be credited for any individual required under Code Section 414(n) or Code Section 414(o) to be considered an Employee of any Employer aggregated under Code Section 414(b), (c), or (m). However, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer.

B. Changes In Methods of Crediting Service

The Plan may be amended to change the method of crediting service between the general rules discussed in this Elapsed Time definition and the Hours of Service method discussed in the Hours of Service definition provided each Employee with respect to whom the method of crediting service is changed is afforded the protection described in Treasury Regulation 1.410(a)-7(g) and other applicable rules promulgated by the IRS.

ELECTIVE DEFERRALS

Means Plan Contributions made either as Pre-Tax Elective Deferrals or as Roth Elective Deferrals to the Plan at the election of the Participant or pursuant to automatic Elective Deferral enrollment, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement. With respect to any taxable year, a Participant's Elective Deferrals are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), any simplified employee pension plan cash or deferred arrangement as described in Code Section 408(k)(6), any SIMPLE IRA Plan described in Code Section 408(p), any plan as described under Code Section 501(c)(18), and any Employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. Elective Deferrals shall not include any deferrals properly distributed as Excess Annual Additions or distributed pursuant to the permissible withdrawal provisions of Plan Section 5.01(A)(4).

No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other plan maintained by the Employer, during any taxable year of the Participant, in excess of the dollar limitation contained in Code Section 402(g) in effect at the beginning of such taxable year. In the case of a Participant age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence is increased by the amount of Elective Deferrals that can be Age 50 Catch-up Contributions. In addition, if applicable, the dollar limitation described in this paragraph is increased by the amount of Elective Deferrals that can be Special Code Section 403(b) Catch-up Contributions. The dollar limitation contained in Code Section 402(g) is $10,500 for taxable years beginning in 2000 and 2001 increasing to $11,000 for taxable years beginning in 2002 and increasing by $1000 for each year thereafter up to $15,000 for taxable years beginning in 2006 and later years. After 2006, the $15,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 402(g)(4). Any adjustments will be in multiples of $500.

ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

Means an Eligible Automatic Contribution Arrangement described in Plan Section 3.01(E) whereby Eligible Employees are automatically enrolled as Contributing Participants in the Plan.

ELIGIBLE EMPLOYEE

If the Employer has elected to apply the EACA provisions of Plan Section 3.01(E), means an Employee eligible to make Elective Deferrals under the Plan for any part of the Plan Year or who would be eligible to make Elective Deferrals but for a suspension due to a hardship distribution described in Plan Section 5.01(C)(2) of the Plan or to statutory limitations, such as Code Sections 402(g) and 415.

ELIGIBILITY COMPUTATION PERIOD

Means, with respect to an Employee's initial Eligibility Computation Period, the 12-consecutive month period commencing on the Employee's Employment Commencement Date. Unless otherwise specified in the Adoption Agreement, the Employee's subsequent Eligibility Computation Periods shall be the Plan Year commencing with the Plan Year beginning during the Employee's initial Eligibility Computation Period. An Employee shall not be credited with a Year of Eligibility Service before the end of the 12-consecutive month period regardless of when during such period the Employee completes the required number of Hours of Service.

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ELIGIBLE RETIREMENT PLAN
Means, for purposes of the Direct Rollover provisions of the Plan, an individual retirement account described in Code Sections 408(a) or 408A, an 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), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an 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), or a qualified plan described in Code Section 401(a) that accepts the Recipient'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).

If any portion of an Eligible Rollover Distribution is attributable to payments or distributions of Roth Elective Deferrals, an Eligible Retirement Plan with respect to such portion shall mean: 1) a qualified plan under Code Section 401(a) or a tax-sheltered annuity under Code Section 403(b) and only if such plan permits Roth elective deferrals of Roth payments, or 2) a Roth individual retirement account described in Code Section 408A.

The definition of Eligible Retirement Plan shall include an inherited individual retirement account or annuity described in Code Sections 408(a), 408(b), or 408A in the case of a distribution to a Beneficiary that is made after December 31, 2006.

ELIGIBLE ROLLOVER DISTRIBUTION
Means any distribution of all or any portion of the balance to the credit of the Recipient, except that an Eligible Rollover Distribution does not include

a. any distribution that is one of a series of substantially equal periodic payments (paid at least annually) made for the life (or Life Expectancy) of the Recipient or the joint lives (or joint life expectancies) of the Recipient and the Recipient's Designated Beneficiary, or for a specified period of ten years or more;

b. any distribution to the extent such distribution is required under Code Section 401(a)(9);

c. any hardship distribution described in Plan Section 5.01(C)(2);

d. any other distribution(s) that is reasonably expected to total less than $200 during a year;

e. any contributions made to the Plan as Elective Deferrals under the EACA provisions of Plan Section 3.01(E) which are subsequently distributed from the Plan in accordance with the permissible withdrawal provisions found in Plan Section 5.01(A)(4).

For distributions made after December 31, 2001, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income.

For distributions after December 31, 2006, Eligible Rollover Distribution shall also mean any distribution to a Beneficiary which would be treated as an Eligible Rollover Distribution by reason of Code Section 403(b)(8)(B) if the requirements of Code Section 402(c)(11) were satisfied.

EMPLOYEE
Means any person employed by an Employer maintaining the Plan or of any other employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o). However, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer.

EMPLOYER
Means the Adopting Employer and Related Employers listed on a Related Employer Participation Form who meet the definition of an eligible employer described in Treasury Regulation 1.403(b)-2(b)(8)(i)(A) (a State, but only with respect to an Employee of the State performing services for a Public School (see Revenue Ruling 73-607 and any subsequent guidance)) or Treasury Regulation 1.403(b)-2(b)(8)(i)(B).

EMPLOYER CONTRIBUTION
Means the amount, if any, contributed to the Plan under Adoption Agreement Section Three, Part D by the Employer each Plan Year as a discretionary or fixed Employer Contribution.

EMPLOYMENT COMMENCEMENT DATE
Means, with respect to an Employee, the date such Employee first performs an Hour of Service for the Employer.

ENTRY DATES
Means as soon as administratively feasible, unless the Employer has specified different dates in the Adoption Agreement. For purposes of Elective Deferrals, an Employee's Employment Commencement Date shall be considered an Entry Date, unless the Employee may make Elective Deferrals to another plan maintained by the Employer that satisfies the universal availability requirements.

EXCESS ANNUAL ADDITIONS
Means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

EXCESS ELECTIVE DEFERRALS
Means those Elective Deferrals that either (1) are made during the Participant's taxable year and exceed the dollar limitation under Code Section 402(g) (increased, if applicable, by the dollar limitation on Age 50 Catch-up Contributions defined in Code Section 414(v) or Special Code Section 403(b) Catch-up Contributions) for such year; or (2) are made during a calendar year and exceed the dollar limitation under Code Section 402(g) (increased, if applicable, by the dollar limitation on Age 50 Catch-up Contributions defined in Code Section 414(v) or Special Code Section 403(b) Catch-up Contributions) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer. Excess Elective Deferrals shall be treated as Annual Additions under the Plan, unless such amounts are distributed no later than the first April 15 following the close of the Participant's taxable year.

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FORFEITURE
Means that portion of a Participant's Individual Account derived from Employer Contributions and Matching Contributions that the Participant is not entitled to receive (i.e., the nonvested portion).

FUNDING VEHICLE
Means an annuity contract or custodial account that meets the requirements of Code Section 403(b) and is available for investment of Plan Contributions pursuant to Plan Section 7.01.

HOURS OF SERVICE – Means

A. General Rules For Crediting Hours of Service

1. 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; and

2. 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 shall be calculated and credited pursuant to Labor Regulation 2530.200b-2 that is incorporated herein by this reference.

3. 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 (1) or paragraph (2), as the case may be, and under this paragraph (3). 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.

4. Solely for purposes of determining whether a Break in Eligibility Service or a Break in Vesting Service has occurred in a computation period (the computation period for purposes of determining whether a Break in Vesting Service has occurred is the Plan Year or other vesting computation period described in the definition of a Year of Vesting Service), an individual who is absent from work for maternity or paternity reasons shall 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, eight 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 shall be credited 1) in the Eligibility Computation Period or Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Eligibility Service or a Break in Vesting Service in the applicable period, or 2) in all other cases, in the following Eligibility Computation Period or Plan Year.

5. Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the Adopting Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o) and the Treasury Regulations thereunder. However, those entities that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of 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) and the regulations thereunder.

6. Where the Employer maintains the plan of a predecessor employer, service for such predecessor employer shall be treated as service for the Employer. If the Employer does not maintain the plan of a predecessor employer, service for such predecessor employer will not be treated as service for the Employer unless specifically elected in the Adoption Agreement.

7. The above method for determining Hours of Service may be altered as specified in the Adoption Agreement.

   Hours of Service shall apply unless the Adopting Employer has indicated in the Adoption Agreement that a method other than Hours of Service will be used for determining service.

B. Changes In Methods of Crediting Service
The Plan may be amended to change the method of crediting service between the general rules discussed in paragraph (A) and the Elapsed Time method discussed in the Elapsed Time definition provided each Employee with respect to whom the method of crediting service is changed is afforded the protection described in Treasury Regulation 1.410(a)-7(g) and other applicable rules promulgated by the IRS.

INCLUDIBLE COMPENSATION
Means the Employee's compensation received from the Employer that is includible in gross income for Federal income tax purposes (computed without regard to Code Section 911) for the most recent period that constitutes a year of service, as that term is defined in the Treasury Regulations under Code Section 403(b). Includible Compensation includes any amounts deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code Sections 125, 132(f), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b).

Includible Compensation does not include any compensation received during a period when the Employer is not an eligible employer within the meaning of Code Section 403(b).

The amount of Includible Compensation is determined without regard to any community property laws.

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For purposes of determining the limitation under Code Section 415(c), a former Employee is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which such Employee ceases employment and through the end of each of the next five taxable years. The monthly amount is equal to one-twelfth of the former Employee's Includible Compensation during the former Employee's most recent year of service as described in Treasury Regulation 1.403(b)-4(d).

INDIRECT ROLLOVER
Means a rollover contribution received by this Plan from a Participant that previously received a distribution from another plan rather than having such amount directly rolled over to this Plan from the distributing plan.

INDIVIDUAL ACCOUNT
Means the accounting record established and maintained under this Plan for each Participant in accordance with Plan Section 7.02.

INDIVIDUAL AGREEMENT
The agreement between the Vendor and the Employer or Participant that constitutes or governs the annuity contract or custodial account used as a Funding Vehicle under the Plan

ISSUER
Means an insurance or other company who issues annuity contracts described in Code Section 403(b)(1) that are authorized by the Employer for use under the Plan.

LIFE EXPECTANCY
Means life expectancy as computed by using the Single Life Table in Treasury Regulation 1.401(a)(9)-9, Q&A-1.

LIMITATION YEAR
Means the calendar year with respect to a Participant if the Participant is not in control of any employer as described in Plan Section 3.08(B). However, if permitted by the Plan Administrator, the Participant may elect to change the Limitation Year to another 12-month period. To change the Limitation Year, the Participant must attach a statement to their income tax return for the taxable year in which the change is made and the change must comply with Treasury Regulation 1.415(j)-1(d). If the Participant is in control of an employer as described in Plan Section 3.08(B), the Limitation Year is the limitation year of that employer. If the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan was amended to change its Limitation Year. As a result of this deemed amendment, the Code Section 415(c)(1)(A) dollar limit must be prorated under the short Limitation Year rules.

MANDATORY EMPLOYEE CONTRIBUTION
Means any pre-tax contribution made to the Plan by or on behalf of a Participant that is mandatory as a condition of employment or pursuant to other similar criteria as designated by the Adopting Employer in the Adoption Agreement.

MATCHING CONTRIBUTION
Means a contribution made to this or any other defined contribution plan by the Employer on behalf of a Participant on account of an Elective Deferral, Nondeductible Employee Contribution, or a Mandatory Employee Contribution made by such Participant under a plan maintained by the Employer.

MAXIMUM PERMISSIBLE AMOUNT
Means the maximum Annual Addition that may be contributed or allocated to a Participant's Individual Account under the Plan for any Limitation Year in accordance with Treasury Regulation 1.415(c)-1(a)(1), which is the lesser of $40,000, as adjusted for cost-of-living under Code Section 415(d), or 100% of the Participant's compensation for the Limitation Year. Generally, that compensation is the Participant's Includible Compensation for the Limitation Year. However, if a Participant is required to aggregate contributions under this Plan with contributions made to a qualified plan of an employer controlled by the Participant as described in Plan Section 3.08(B), then in applying the Maximum Permissible Amount in connection with the aggregation of this Plan with the qualified plan, the total compensation from the controlled employer and the Employer shall be taken into account. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed $40,000, as adjusted under Code Section 415(d), multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

MONTH OF ELIGIBILITY SERVICE
Means the calendar month during which the Employee completes the number of Hours of Service designated in the Adoption Agreement. If the Adoption Agreement indicates a specific number of Months of Eligibility Service and no Hours of Service requirement is selected, the Employee will be deemed to be required to complete 83⅓ Hours of Service if actual hours are used to determine eligibility. If an Hours of Service requirement is designated per month, that number when multiplied by the number of Months of Eligibility Service indicated in the Adoption Agreement cannot exceed 1,000 hours. Employees not meeting the hours requirement within the initial number of months indicated in the Adoption Agreement will satisfy the Month of Eligibility Service requirement when they complete 1,000 Hours of Service within the Eligibility Computation Period.

NONDEDUCTIBLE EMPLOYEE CONTRIBUTIONS
Means any contribution, other than Roth Elective Deferrals, made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated.

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NORMAL RETIREMENT AGE
Means the age specified in the Adoption Agreement. If the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement. If no age is specified in the Adoption Agreement, the Normal Retirement Age shall be age 59½.

PARTICIPANT
Means any Employee or former Employee of the Employer who has met the Plan's age and service requirements, has entered the Plan and who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

PARTICIPANT'S BENEFIT
Means the Participant's Individual Account 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 Participant's Individual 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 Participant's Benefit 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. For purposes of determining the value of a Participant's Individual Account, the portion of the Individual Account equal to the value of Participant's Individual Account as of December 31, 1986 (pre-87 balance) may be excluded for purposes of the required minimum distribution calculation until the Participant reaches age 75. If, for any year, the Participant receives a distribution greater than the amount required to satisfy the current years required minimum distribution, such excess amount shall be deemed distributed from the pre-1987 balance.

PLAN
Means this 403(b) Plan adopted by the Adopting Employer. The Plan consists of this Basic Plan Document plus the corresponding Adoption Agreement as completed and signed by the Adopting Employer and any other documents required to be considered part of the Plan by the IRS, including but not limited to those that contain any of the material terms and conditions for eligibility, benefits, applicable limitations, the time and form under which benefit distributions may be made and other optional features allowed under Code Section 403(b).

PLAN ADMINISTRATOR
The Adopting Employer shall be the Plan Administrator unless the managing body of the Adopting Employer designates a person or persons other than the Adopting Employer as the Plan Administrator. The Adopting Employer shall also be the Plan Administrator if the person or persons so designated ceases to be the Plan Administrator. The Adopting Employer may establish an administrative committee that will carry out the Plan Administrator's duties. Members of the administrative committee may allocate the Plan Administrator's duties among themselves. If the managing body of the Adopting Employer designates a person or persons other than the Adopting Employer as Plan Administrator, such person or persons shall serve at the pleasure of the Adopting Employer and shall serve pursuant to such procedures as such managing body may provide. The term Plan Administrator shall include any person authorized to perform the duties of the Plan Administrator.

PLAN CONTRIBUTIONS
Means any amounts contributed by the Employer each year as determined under this Plan, including Matching Contributions and Employer Contributions. The term Plan Contribution shall also include Elective Deferrals, Nondeductible Employee Contributions, and Mandatory Employee Contributions made to the Plan unless such contributions are intended to be excluded for purposes of either the Plan or any act under the Code or any additional rules, regulations, or other pronouncements promulgated by the IRS.

PLAN SEQUENCE NUMBER
Means the three digit number the Adopting Employer assigned to the Plan in the Adoption Agreement. The Plan Sequence Number identifies the number of plans the Employer maintains or has maintained. The Plan Sequence Number is 001 for the Employer's first plan, 002 for the second, etc.

PLAN YEAR
Means the 12-consecutive month period that coincides with the Adopting Employer's tax year unless the Adopting Employer has selected another 12-consecutive month period in the Adoption Agreement.

PRE-TAX ELECTIVE DEFERRALS
Means Elective Deferrals that are not included in a Contributing Participant's gross income at the time deferred. Elective Deferrals will be characterized as Pre-Tax Elective Deferrals unless the Roth Elective Deferral option is selected in the Adoption Agreement and, if the Plan permits Roth Elective Deferrals in addition to Pre-Tax Elective Deferrals, the Contributing Participant also designates the deferral as a Roth Elective Deferral.

PRIOR PLAN
Means a plan that was replaced by adoption of this Plan document as indicated in the Adoption Agreement.

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 have a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried on).

QUALIFIED DOMESTIC RELATIONS ORDER

A. In General
Means a Domestic Relations Order

1. that creates or recognizes the existence of an Alternate Payee's rights to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan, and
2. with respect to which the requirements described in the remainder of this definition are met.

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B. Specification of Facts

A Domestic Relations Order shall be a Qualified Domestic Relations Order only if the order clearly specifies

1. the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the order,
2. the amount or percentage of the Participant's benefits to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,
3. the number of payments or period to which such order applies, and
4. each plan to which such order applies.

C. Additional Requirements

In addition to paragraph (B) above, a Domestic Relations Order shall be considered a Qualified Domestic Relations Order only if such order

1. does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan,
2. does not require the Plan to provide increased benefits, and
3. does not require benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

D. Exception for Certain Payments

A Domestic Relations Order shall not be treated as failing to meet the requirements above solely because such order requires that payment of benefits be made to an Alternate Payee

1. as if the Participant had retired on the date on which such payment is to begin under such order, and
2. in any form in which such benefits may be paid under the Plan to the Participant with respect to the Alternate Payee and their subsequent spouse.

QUALIFYING PARTICIPANT

A Participant is a Qualifying Participant and is entitled to share in the Employer Contribution for any Plan Year if the Participant was a Participant on at least one day during the Plan Year and satisfies any additional conditions specified in the Adoption Agreement. The determination of whether a Participant is entitled to share in the Employer Contribution shall be made as of the last day of each Plan Year. If the Elapsed Time method of determining service applies, each Employee will share in Employer Contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee severs employment with the Employer or is no longer a member of an eligible class of Employees.

QUALIFYING CONTRIBUTING PARTICIPANT

Means a Contributing Participant who satisfies the requirements described in Plan Section 3.03 to be entitled to receive a Matching Contribution (and Forfeitures, if applicable) for a Plan Year.

RECIPIENT

A Recipient includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are Recipients with regard to the interest of the Spouse or former Spouse. With respect to distributions made after December 31, 2006, a Recipient includes a Beneficiary.

RELATED EMPLOYER

Means an employer that is part of a controlled group of corporations (as defined in Code Section 414(b)), a group of commonly controlled trades or businesses (as defined in Code Section 414(c)) or an affiliated service group (as defined in Code Section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code Section 414(o). However, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer.

REQUIRED BEGINNING DATE

Means April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, whichever is later. However, the portion of a Participant's Individual Account attributable to the period before 1987 shall not be subject to required minimum distributions until the Participant reaches age 75. If, in any year, a Participant withdraws an amount greater than the required minimum, such additional amounts are considered to be distributed from the pre-1987 balance.

ROTH ELECTIVE DEFERRALS

Means Elective Deferrals that are includible in a Contributing Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Contributing Participant in their deferral election.

SEVERANCE FROM EMPLOYMENT

Means an Employee ceases to be an Employee of the Employer, and any Related Employer listed on a Related Employer Participation Form, maintaining the Plan, or one of their Related Employers (as described in Treasury Regulation 1.401(k)-1(d)). An employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee.

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Severance from Employment occurs on any date on which an Employee ceases to be an employee of an eligible employer as defined in Treasury Regulation 1.403(b)-2(b)(8), which describes employers that may participate in 403(b) arrangements, even though the Employee may continue to be employed either (1) by another entity that is treated as the same employer where the other entity is not an eligible employer or (2) in a capacity for the same employer that is not employment with such eligible employer.

SPECIAL CODE SECTION 403(b) CATCH-UP CONTRIBUTIONS
Means, if applicable, Elective Deferrals that exceed an otherwise applicable Plan limit and that are made by a qualified employee of a qualified organization in accordance with Code Section 402(g)(7), as described in Plan Section 3.01(D)(2).

If Special Code Section 403(b) Catch-up Contributions are permitted by the Employer in the Adoption Agreement, any Elective Deferrals that exceed an otherwise applicable Plan limit will first be applied as Special Code Section 403(b) Catch-up Contributions, with any additional Elective Deferrals being treated as Age 50 Catch-up Contributions, if applicable.

SPOUSE
Means the Spouse or surviving Spouse of the Participant, provided that a former Spouse will 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.

STATE
Means a State, a political subdivision of a State, or any agency or instrumentality of a State and any other entity described in Treasury Regulation 1.403(b)-2(b)(20).

TAXABLE WAGE BASE
Means, with respect to any taxable year, the contribution and benefit base in effect in Section 230 of the Social Security Act at the beginning of the Plan Year.

VALUATION DATE
The Valuation Date shall be the last day of the Plan Year and each other date designated by the Plan Administrator which is selected in a uniform and nondiscriminatory manner when the assets of the Plan are valued at their then fair market value.

VENDOR
Means the provider of an annuity contract or custodial account approved by the Employer for use under this Plan. Vendors are either insurance companies who may issue annuity contracts described in Treasury Regulation 1.403(b)-2(b)(2) or a bank or other person (described in Treasury Regulation 1.403(b)-8(d)(2)) who may hold amounts in a custodial account that meets the requirements of Treasury Regulation 1.403(b)-8(d) including the requirement that the amounts are invested in stock of a regulated investment company.

VESTED
Means nonforfeitable, that is an unconditional and legally enforceable claim against the Plan obtained by a Participant or the Participant's Beneficiary to that part of an immediate or deferred benefit under the Plan that arises from a Participant's Years of Vesting Service.

VESTED ACCOUNT BALANCE
Means the aggregate value of the Participant's Vested account balances derived from Plan Contributions (including rollovers), whether Vested before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life. This definition shall apply to a Participant who is vested in amounts attributable to Plan Contributions at the time of death or distribution.

YEAR OF ELIGIBILITY SERVICE
Means a 12-consecutive month period that coincides with an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service An Employee does not complete a Year of Eligibility Service before the end of the 12 consecutive month period regardless of when during such period the Employee completes the required number of Hours of Service.

YEAR OF VESTING SERVICE
Means a Plan Year during which an Employee completes at least 1,000 Hours of Service.

Years of Vesting Service shall not include any period of time excluded from Years of Vesting Service in the Adoption Agreement. However, if an Employee becomes ineligible to participate in the Plan because they are no longer a member of an eligible class of Employees, but has not incurred a Break in Vesting Service, such Employee shall continue to accumulate Years of Vesting Service.

In the event the Plan Year is changed to a new 12-month period, Employees shall receive credit for Years of Vesting Service, in accordance with the preceding provisions of this definition, for each of the Plan Years (the old and new Plan Years) that overlap as a result of such change.

SECTION ONE: EFFECTIVE DATES

Pursuant to the Definitions Section of the Plan, the Effective Date means the date the Plan becomes effective as indicated in the Adoption Agreement. However, certain provisions of the Plan may have effective dates different from the Plan Effective Date, if, for example, the Plan is amended subsequent to the Effective Date.

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SECTION TWO: ELIGIBILITY

2.01 ELIGIBILITY TO PARTICIPATE

If the Adopting Employer so allows in the Adoption Agreement, each Employee of the Employer, except an Employee who belongs to a class of Employees excluded from participation as indicated in the Adoption Agreement Section Two, Part C, shall be eligible to participate in this Plan by electing to contribute a portion of their Compensation as an Elective Deferral if any other Employee may elect to make Elective Deferrals. If permitted by the Adoption Agreement, an Employee who may make Elective Deferrals may also make Nondeductible Employee Contributions. For all other types of contributions under the Plan, each Employee except an Employee who belongs to a class of Employees excluded from participation as indicated in the Adoption Agreement, shall be eligible to participate in the Plan upon satisfying the age and Years of Eligibility Service requirements specified in the Adoption Agreement and, for Mandatory Employee Contributions, such alternative conditions, if any, specified in the Adoption Agreement. If no age is specified in the Adoption Agreement, there will not be an age requirement. If no Years of Eligibility Service are specified, no Years of Eligibility Service will apply. There is no minimum age an Employee must attain to become a Participant in this Plan for purposes of making Elective Deferrals unless the Adopting Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code Section 403(b)(12) and the corresponding Treasury Regulations. If the Adopting Employer maintains another plan, then the age specified in the Adoption Agreement for Matching Contributions and Employer Contributions will apply to Elective Deferrals.

2.02 PLAN ENTRY

A. Plan Restatement – If this Plan is an amendment or restatement of a Prior Plan, each Employee who was a Participant in the Prior Plan before the Effective Date shall continue to be a Participant in this Plan.

B. Effective Date – Employees will enter the Plan for purposes of making Elective Deferrals (or Nondeductible Employee Contributions, if permitted in the Adoption Agreement) as soon as administratively feasible following the Employee's Employment Commencement Date and following the completion of administrative requirements (equally applicable to all Employees) established by the Plan Administrator for purposes of orderly and reasonable administration of the Plan, unless they are in an excluded class of Employees listed in Adoption Agreement Section Two, Part C. For purposes of all other contributions, an Employee will become a Participant in the Plan as of the Effective Date if the Employee has met the eligibility requirements of Plan Section 2.01 as of such date. After the Effective Date, each Employee shall become a Participant for that purpose on the first Entry Date coinciding with or following the date the Employee satisfies the eligibility requirements of Plan Section 2.01, unless the Adopting Employer selects retroactive Entry Dates in the Adoption Agreement or on Attachment C, Special Effective Dates.

C. Notification – The Plan Administrator shall notify each Employee who becomes eligible to be a Participant under this Plan and shall furnish the Employee with the enrollment forms or other documents which are required of Participants. Such notification shall be in writing (or any other form permitted under rules promulgated by the IRS). The eligible Employee shall execute such forms or documents and make available such information as may be required in the administration of the Plan.

2.03 TRANSFER TO OR FROM INELIGIBLE CLASS

If an Employee who had been a Contributing Participant becomes ineligible to make Elective Deferrals (or Nondeductible Employee Contributions, if applicable) because the Employee is no longer a member of an eligible class of Employees who may make Elective Deferrals, such Employee shall participate as a Contributing Participant as soon as administratively feasible following the Employee's return to an eligible class of Employees who may make Elective Deferrals and following the completion of administrative requirements (equally applicable to all Employees) established by the Plan Administrator for purposes of orderly and reasonable administration of the Plan.

An Employee who is not a member of an eligible class of Employees who may make Elective Deferrals (or Nondeductible Employee Contributions, if applicable) may become a Contributing Participant as soon as administratively feasible following the Employee's becoming a member of an eligible class of Employees who may make Elective Deferrals and following the completion of administrative requirements (equally applicable to all Employees) established by the Plan Administrator for purposes of orderly and reasonable administration of the Plan.

If an Employee who had been a Participant becomes ineligible to participate for the purpose of contributions other than Elective Deferrals (or Nondeductible Employee Contributions, if applicable) because the Employee is no longer a member of an eligible class of Employees for that purpose, but has not incurred a Break in Eligibility Service, such Employee shall participate for that purpose immediately following the Employee's return to an eligible class of Employees. If such Employee incurs a Break in Eligibility Service, the Employee's eligibility to participate for that purpose shall be determined by Plan Section 2.04.

An Employee who is not a member of an eligible class of Employees for purposes of contributions other than Elective Deferrals (or Nondeductible Contributions, if applicable) will become a Participant for that purpose immediately upon becoming a member of that eligible class provided such Employee has satisfied the age and Years of Eligibility Service requirements. If such Employee has not satisfied the age and Years of Eligibility Service requirements as of the date the Employee becomes a member of that eligible class, such Employee shall become a Participant for that purpose on the first Entry Date coinciding with or following the date the Employee satisfies those requirements.

2.04 RETURN AS A PARTICIPANT AFTER BREAK IN ELIGIBILITY SERVICE

A. Employee Not Participant Before Break – If an Employee incurs a Break in Eligibility Service before satisfying the Plan's eligibility requirements for contributions other than Elective Deferrals (or Nondeductible Employee Contributions, if applicable), such Employee's Years of Eligibility Service before such Break in Eligibility Service will not be taken into account.

B. Employee A Participant Before Break – If a Participant incurs a Break in Eligibility Service, such Participant shall continue to participate in the Plan, or, if terminated, shall participate immediately following the date of reemployment.

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2.05 DETERMINATIONS UNDER THIS SECTION

The Plan Administrator shall determine the eligibility of each Employee to become a Participant. This determination shall be conclusive and binding upon all persons except as otherwise provided herein or by law.

2.06 TERMS OF EMPLOYMENT

Nothing with respect to the establishment of the Plan or any action taken with respect to the Plan, nor the fact that a common law Employee has become a Participant shall give to that Employee any right to employment or continued employment or to grant any other rights except as specifically set forth in this Plan document or other applicable law; nor shall the Plan limit the right of the Employer to discharge an Employee or to otherwise deal with an Employee without regard to the effect such treatment may have upon the Employee's rights under the Plan.

2.07 INFORMATION PROVIDED BY THE EMPLOYEE

Each Employee who participates in the Plan shall provide to the Plan Administrator both at the time of initial enrollment, and on an ongoing basis, any information reasonably necessary or advisable for the Plan Administrator to administer the Plan, including any information regarding the Individual Agreements sunder the Plan.

2.08 RECLASSIFICATION

No judicial or administrative reclassification, or reclassification by the Employer, of an individual as a common law employee will be applied to grant retroactive eligibility to any individual under this Plan.

SECTION THREE: CONTRIBUTIONS

3.01 ELECTIVE DEFERRALS

If elected in the Adoption Agreement, each Employee who is not a member of an excluded class as specified in Adoption Agreement Section Two, Part C, may begin making Elective Deferrals to the Plan by enrolling as a Contributing Participant as described below.

A. Requirements To Enroll As A Contributing Participant – Each Employee who is not a member of an excluded class of Employees as specified in Adoption Agreement, Section Two, Part C, may enroll as a Contributing Participant with respect to the type of Elective Deferrals elected by the Adopting Employer in the Adoption Agreement.

A Participant shall be eligible to enroll as a Contributing Participant as soon as administratively feasible following their Employment Commencement Date and following the completion of administrative requirements (equally applicable to all Employees) established by the Plan Administrator for purposes of orderly and reasonable administration of the Plan, or if applicable, as soon as administratively feasible following the Employee's return to an eligible class of Employees who may make Elective Deferrals and following the completion of administrative requirements (equally applicable to all Employees) established by the Plan Administrator for purposes of orderly and reasonable administration of the Plan. A Participant who wishes to enroll as a Contributing Participant must deliver (either in writing or in any other form permitted by the IRS) a salary reduction agreement to the Plan Administrator except as set forth in Plan Section 3.01(E) below. The Plan Administrator may establish an annual minimum Elective Deferral amount no higher than $200, and may change such minimum to a lower amount from time to time.

Except for occasional, bona fide administrative considerations as set forth in the Treasury Regulations, contributions made pursuant to such election cannot precede the earlier of 1) the date on which services relating to the contribution are performed, and 2) the date on which the Compensation that is subject to the election would be payable to the Employee in the absence of an election to defer.

If the Plan permits both Pre-Tax Elective Deferrals and Roth Elective Deferrals and the Participant fails to designate whether their Elective Deferrals are Pre-Tax or Roth Elective Deferrals, the Participant will be deemed to have designated the Elective Deferral as Pre-Tax.

Notwithstanding anything in this Plan to the contrary, Elective Deferrals shall be transferred to the applicable Funding Vehicle as soon as such contributions can reasonably be segregated from the general assets of the Employer.

B. Pre-Tax vs. Roth Elective Deferrals – If the Adopting Employer so elects in Adoption Agreement Section Three, Part A, each Employee who enrolls as a Contributing Participant may specify whether their Elective Deferrals are to be characterized as Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a specified combination. A Contributing Participant's election will remain in effect until superseded by another election. Elective Deferrals contributed to the Plan as one type, either as Roth Elective Deferrals or Pre-Tax Elective Deferrals, may not later be reclassified as the other type. A Contributing Participant's Roth Elective Deferrals will be deposited in the Contributing Participant's Roth Elective Deferral subaccount in the Plan. No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Contributing Participant's Roth Elective Deferral subaccount, and gains, losses, and other credits or charges will be allocated on a reasonable and consistent basis to such subaccount.

C. Ceasing or Changing Elective Deferral Amounts – A Contributing Participant or a Participant who has met the eligibility requirements in Adoption Agreement Section Two but who is not currently making Elective Deferrals (or Nondeductible Employee Contributions, if applicable), may modify their salary reduction agreement (or agreement to make Nondeductible Employee Contributions, if applicable) to increase or decrease or cease Elective Deferrals (or Nondeductible Employee Contributions, if applicable) at least annually and as of any such additional times established by the Plan Administrator in a uniform and nondiscriminatory manner.

1. **Notice to Cease or Change Elective Deferral Amounts** – A Contributing Participant who desires to modify their elections shall complete and deliver (either in writing or in any other form permitted by the IRS) a new salary reduction agreement (or agreement to make Nondeductible Employee Contributions, if applicable) to the Plan Administrator either changing the amount of their Elective Deferrals (or Nondeductible Employee Contributions, if applicable) or revoking the authorization to the Employer to make Elective Deferrals (or Nondeductible Employee Contributions, if applicable) on their behalf. The Plan

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Administrator may prescribe such uniform and nondiscriminatory rules as it deems appropriate to carry out the terms of this Plan Section 3.01(C). A Participant shall automatically cease to be a Contributing Participant upon their Severance from Employment, or on account of termination of the Plan.

2. **Return As A Contributing Participant After Ceasing Elective Deferrals** – A Participant who has withdrawn as a Contributing Participant in Plan Section 3.01(C)(1)) (or because the Participant has taken a hardship distribution pursuant to Plan Section 5.01(C)(2)) may not again become a Contributing Participant until the first day of the Plan Year or the first day of the seventh month of the Plan Year following such withdrawal, unless the Plan Administrator, in a uniform and nondiscriminatory manner, permits withdrawing Participants to resume their status as Contributing Participants sooner (provided that Participants who take withdrawals pursuant to Plan Section 5.01(C)(2) shall be subject to the conditions of that Plan Section).

D. Catch-up Contributions

1. **Age 50 Catch-up Contributions** – Unless otherwise elected in Adoption Agreement Section Three, Part A, all Employees who are eligible to make Elective Deferrals under this Plan and who are age 50 or older by the end of their taxable year will be eligible to make Age 50 Catch-up Contributions. Age 50 Catch-up Contributions are not subject to the limits on Annual Additions under Code Section 415.

2. **Special Code Section 403(b) Catch-up Contributions (Employees With 15 Years of Service)** – If the Adopting Employer so elects in Adoption Agreement Section Three, Part A, and if the Employer is a qualified organization (within the meaning of Treasury Regulation 1.403(b)-4(c)(3)(ii)), all qualified Employees will be eligible to make Special Code Section 403(b) Catch-up Contributions equal to the lesser of:

   a. $3,000;

   b. The excess of:

      1. $15,000, over

      2. The total Special Code Section 403(b) Catch-up Contributions made for the qualified Employee by the qualified organization for prior years; or

   c. The excess of:

      1. $5,000 multiplied by the number of years of service (as defined in Treasury Regulations 1.403(b)-2(b)(21) and 1.403(b)-4(e)) 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 purposes of this Plan Section 3.01(D), a qualified Employee means an Employee who has completed at least 15 years of service (as defined in Treasury Regulations 1.403(b)-2(b)(21) and 1.403(b)-4(e)) taking into account only employment with the Employer.

   Matching Contributions shall be made, in accordance with the Matching Contribution formula specified in the Adoption Agreement, with regard to both the Age 50 Catch-up Contributions and Special Code Section 403(b) Catch-up Contributions. Catch-up Contributions made under this Plan Section 3.01(D) shall be allocated first to the Special Code Section 403(b) Catch-up Contributions under Plan Section 3.01(D)(2) and next as an Age 50 Catch-up Contribution under Plan Section 3.01(D)(1). However, in no event can the amount of the Elective Deferrals for a Participant's taxable year be more than the Participant's Compensation for the year.

E. Automatic Elective Deferrals

1. Automatic Contribution Arrangements (ACA) and Eligible Automatic Contribution Arrangements (EACA) – Each Employee who is not a member of an excluded class of Employees, as specified in Adoption Agreement Section Two, Part C, will be given a reasonable opportunity to enroll as a Contributing Participant. Notwithstanding the foregoing, if the Adopting Employer so elected in the Adoption Agreement, eligible Employees who fail to provide the Employer a salary reduction agreement indicating either 1) their desire not to make Elective Deferrals, or 2) the amount or percentage of Compensation to be deferred, will automatically have the amount or percentage of Compensation listed in the Adoption Agreement withheld from their Compensation and contributed to the Plan as an Elective Deferral. The Employer shall establish a uniform and nondiscriminatory policy to determine whether or not a Participant has made a timely affirmative election to defer at a rate (including zero percent) that is different from the rate selected for automatic Elective Deferrals in the Adoption Agreement. Elective Deferrals for such automatically enrolled Contributing Participants shall continue at the rate specified in the Adoption Agreement until 1) the Contributing Participant provides the Employer a salary reduction agreement (either in writing or in any other form permitted under rules promulgated by the IRS) to the contrary, or unless 2) Elective Deferrals are increased in accordance with Plan Section 3.01(E)(3). Contributions made pursuant to this Plan Section 3.01(E) will be characterized as Pre-Tax Elective Deferrals. Except as otherwise indicated in this Plan Section 3.01(E) or as otherwise indicated in rules promulgated by the IRS, Elective Deferrals made to the Plan pursuant to this Plan Section 3.01(E) will be subject to all Plan rules otherwise applicable to Elective Deferrals.

   An Adopting Employer who adopts automatic Elective Deferrals as described in this Plan Section 3.01(E)(1) shall establish uniform and nondiscriminatory procedures designed to ensure that each eligible Employee and Contributing Participant is provided an effective opportunity to make and modify their salary deferral election. Such procedures shall include, but are not limited to, the means by which notice will be provided to each eligible Employee or Contributing Participant of their right to complete a salary reduction agreement specifying a different amount or percentage of Compensation (including no Compensation) to be contributed to the Plan and a reasonable period of time for completing such a salary reduction agreement.

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Under Adoption Agreement Section Three, Part A, the Adopting Employer may elect either an ACA or an EACA provision. The EACA option is an ACA option that also is designed to be an EACA by permitting withdrawals described in Plan Section 5.01(A)(4) and satisfying the additional requirements described in Plan Section 3.01(E)(4).

2. Employees Potentially Affected by Automatic Enrollment – Unless otherwise elected in Adoption Agreement Section Three, Part A, only Employees hired on or after the ACA or EACA provisions become effective and who fail to timely provide the Employer a salary reduction agreement, will have a portion of such Employees' Compensation automatically withheld and contributed to the Plan as an Elective Deferral.

   If elected in the Adoption Agreement, current Employees who are not Contributing Participants (i.e., are deferring zero percent) will also be automatically enrolled in accordance with Plan Section 3.01(E).

3. Automatic Elective Deferral Increases (ACA and EACA) – If the Adopting Employer so elects in Adoption Agreement Section 3, Part A, the Elective Deferral percentage or amount for Contributing Participants will be adjusted automatically each Plan Year (or such other uniform and nondiscriminatory period permitted by law or regulations) by the Employer in the increments stated in the Adoption Agreement. Automatic Elective Deferral increases will be initiated by the Adopting Employer only for those Contributing Participants who are automatically enrolled pursuant to Plan Section 3.01(E)(1). In addition to the foregoing, the Plan Administrator, in a uniform and nondiscriminatory manner, may establish operational procedures to enable all Contributing Participants, including those who were not automatically enrolled as Contributing Participants pursuant to Plan Section 3.01(E)(1), to elect to have their Elective Deferrals automatically increased.

   An Employer who adopts the automatic Elective Deferral increase feature described in this Plan Section 3.01(E)(3) shall establish uniform and nondiscriminatory procedures designed to ensure that each Contributing Participant is provided an effective opportunity to make and modify their salary deferral election such that automatic Elective Deferral increases will not apply to such Participant. Such procedures shall include, but are not limited to, the means by which notice will be provided to such Contributing Participant of their right to complete a salary reduction agreement discontinuing automatic Elective Deferral increases and a reasonable period of time for completing such a salary reduction agreement.

4. Additional Requirements for Eligible Automatic Contribution Arrangements (EACA) – If an Employer elects in Adoption Agreement Section Three, Part A, to treat the automatic enrollment feature as an EACA, the additional notice and election period requirements set forth below will apply.

   a. EACA and Notice Requirement – Employee notices shall be provided to affected Employees within a reasonable period of time before the start of the first Plan Year in which the EACA becomes effective and prior to each subsequent Plan Year thereafter. A period of 30 to 90 days is deemed to be a reasonable period. Whether a different period is reasonable would be determined based on the facts and circumstances of the situation. If affected Employees are provide the notices less than 30 days prior to being automatically enrolled, the Plan must allow permissive withdrawals as described in Plan Section 5.01(A)(4) or provide such other options permitted by law or regulation for EACAs.

   b. EACA Election Period – In addition to any other election periods provided under the Plan, each Eligible Employee may make or modify a deferral election during a reasonable period of time immediately following receipt of the notice described in Plan Section 3.01(E)(4)(a). Notwithstanding the foregoing, the Employer may change the election periods described above pursuant to rules promulgated by the IRS.

3.02 MANDATORY EMPLOYEE CONTRIBUTIONS

If the Employer elects in Adoption Agreement Section Three, Part B, each Employee who is not a member of an excluded class of Employees, as specified in the Adoption Agreement, must contribute Mandatory Employee Contributions to the Plan, as set forth in the Adoption Agreement. The Employer shall establish uniform and nondiscriminatory rules and procedures for Mandatory Employee Contributions as it deems necessary and advisable to properly administer the Plan. A separate account will be maintained by the Plan Administrator for the Mandatory Employee Contributions of each Participant.

The Employer may elect to make Matching Contributions under the Plan on behalf of Employees who make Mandatory Employee Contributions, as designated in Adoption Agreement Section Three, Part B.

3.03 MATCHING CONTRIBUTIONS

The Employer may elect to make Matching Contributions under the Plan on behalf of Qualifying Contributing Participants as provided in Adoption Agreement Section Three, Part C. To be a Qualifying Contributing Participant for a Plan Year, the Participant must make Elective Deferrals (or Nondeductible Employee Contributions, if the Employer has agreed to match such contributions) for the Plan Year, satisfy any age and Years of Eligibility Service and other requirements that are specified for Matching Contributions in the Adoption Agreement. Any additional Hours of Service or Last Day Requirements will be waived after the Contributing Participant's (1) death, (2) Severance from Employment after incurring a Disability, or (3) Severance from Employment after attaining Normal Retirement Age. The Employer may make Matching Contributions at the same time as it contributes Elective Deferrals (or Nondeductible Employee Contributions, if applicable) or at any other time as permitted by law and regulation. The proper Matching Contribution amount may be determined by the Employer at any time during a Plan Year, including, but not limited to, the period during which the Matching Contributions are funded or at the end of the Plan Year, so long as the amount of Matching Contributions is determined in a uniform and nondiscriminatory manner.

3.04 PLAN CONTRIBUTIONS AND ALLOCATIONS

A. Obligation to Contribute – If elected, the Employer will make Plan Contributions as set forth in Adoption Agreement Section Three, Part A.

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B. Allocation Formula and the Right to Share in the Employer Contribution

1. General – The Employer Contribution for any Plan Year will be deemed allocated to each Participant's Individual Account as of the last day of that Plan Year. If elected in the Adoption Agreement, Employer Contributions shall be allocated to the Plan on behalf of each Participant who has incurred a Disability.

   If elected in the Adoption Agreement, Employer Contributions shall be allocated to the Plan on behalf of a Participant who is a former Employee. The amount, the allocation formula, and the class of former Employees eligible to receive Employer Contributions shall be determined by the Employer, in its sole discretion, from year to year. Such contributions will be based upon the former Employee's Includible Compensation for a period of up to five years.

2. Special Rules for Integrated Plans – If the Adopting Employer has selected the integrated contribution and allocation formula in the Adoption Agreement, the integration level shall be defined in the Adoption Agreement. This Plan may not allocate contributions based on an integrated formula if the Employer maintains any other 403(b) or qualified plan that provides for allocation of contributions based on an integrated formula that benefits any of the same Participants. The maximum disparity rate shall be determined in accordance with the following table.

MAXIMUM DISPARITY RATE

Integration Level	Maximum Disparity
Taxable Wage Base (TWB)	5.7%
More than $0 but not more than 20 percent of TWB	5.7%
More than 20 percent of TWB but not more than 80 percent of TWB	4.3%
More than 80 percent of TWB but not more than TWB	5.4%

   Annual overall permitted disparity limit: Notwithstanding anything in this Plan to the contrary, for any Plan Year this Plan benefits any Participant who benefits under another qualified plan or simplified employee pension, as defined in Code Section 408(k), maintained by the Employer that provides for permitted disparity (or imputes disparity), if this Plan receives Employer Contributions, these contributions and forfeitures shall be allocated to the account of each Qualifying Participant in the ratio that such Qualifying Participant's total Compensation bears to the total Compensation of all Qualifying Participants.

   Cumulative permitted disparity limit: Effective for Plan Years beginning on or after January 1, 1995, the cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. Total cumulative permitted years means the number of years credited to the Participant for allocation or accrual purposes under this Plan, any qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, all years ending in the same calendar year are treated as the same year. If the Participant has not benefited under a defined benefit or target benefit plan for any year beginning on or after January 1, 1994, the Participant has no cumulative disparity limit.

   Compensation shall mean compensation as defined in the Definitions Section of the Plan, without regard to any exclusions selected in Adoption Agreement Section Six.

3. Inclusion of Ineligible Employees – If any Employee who is not a Qualifying Participant is erroneously treated as a Qualifying Participant during a Plan Year, then the Employer must correct the inclusion of ineligible Employees using any method to the extent permitted under the Employee Plans Compliance Resolution System (EPCRS) or allowed by the IRS under regulations or other guidance. The EPCRS is currently described in IRS Revenue Procedure 2006-27.

4. Exclusion of Eligible Participant – If in any Plan Year, any Participant is erroneously excluded and discovery of such exclusion is not made until after the Plan Contribution has been made and allocated, then the Employer must correct the exclusion of eligible Employees using any method to the extent permitted under the Employee Plans Compliance Resolution System (EPCRS) or allowed by the IRS under regulations or other guidance. The EPCRS is currently described in IRS Revenue Procedure 2006-27.

C. Allocation of Forfeitures – Forfeitures may be, at the Employer's discretion, applied first to the payment of the Plan's administrative expenses in accordance with Plan Section 7.04. Unless the Adoption Agreement indicates otherwise, any remaining Forfeitures shall be used to reduce Plan Contributions.

Forfeitures must be applied as of the last day of the Plan Year in which the Forfeitures arose or, if necessary, any subsequent Plan Year. Notwithstanding the foregoing, Forfeitures must be applied in a uniform and nondiscriminatory manner if applied to the payment of the Plan's administrative expenses. Forfeitures that are reallocated to Participants' Individual Accounts need not be reallocated to the same contribution source from which they were forfeited.

D. Timing of Plan Contributions – The Plan Contributions made by an Employer for each Plan Year shall be deposited into the Plan within the time period permitted by law or regulation for such contributions. Notwithstanding the foregoing, Plan Contributions may be deposited during the Plan Year for which they are being made.

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3.05 ROLLOVER

Unless otherwise indicated in the Adoption Agreement, a Participant may make Indirect Rollover and/or Direct Rollover contributions to the Plan from distributions made from other plans to the extent permitted by Code Section 402 and related law or regulations. The Plan Administrator may require the Participant or prior plan, certify, either in writing or in any other form permitted under rules promulgated by the IRS, and to produce documentation regarding the prior plan establishing that the contribution qualifies as a rollover contribution under the applicable provisions of the Code or regulations.

A separate account shall be maintained by the Plan Administrator for each Participant's rollover contributions, which will be nonforfeitable at all times. Such account will share in the income and gains and losses of the Funding Vehicles in which invested in the manner described in Plan Section 7.02(A). Only Participants in the Plan may make rollover contributions to this Plan.

3.06 PLAN-TO-PLAN TRANSFER CONTRIBUTIONS

1. If elected in the Adoption Agreement, the Plan may receive any amounts transferred to it on behalf of an Employee from another Code Section 403(b) plan, unless an Employee is either employed by a Related Employer that does not participate in this Plan or a member of any excluded class of Employees listed in Adoption Agreement Section Two. Whether any particular transfer may be accepted by the Plan, and the procedures for the receipt of such transfers by the Plan, will be determined by the requirements of Treasury Regulation 1.411(d)-4, Q&A-3, Treasury Regulation 1.403(b)-10(b)(3), and other rules promulgated by the IRS. The Plan Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies the requirements of Code Section 403(b).

2. The amount so transferred shall be credited to the Participant's Individual Account, so that the Participant 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 immediately before the transfer. A separate subaccount shall be maintained by the Plan Administrator for each Employee's transfer contributions, which will, if applicable, be nonforfeitable at all times. Such account will share in the income and gains and losses of the Funding Vehicles in which invested. Notwithstanding the foregoing, an Employee's separate account established solely on account of an event described in Code Section 414(l) shall continue to be subject to the Plan's vesting schedule except as otherwise provided therein.

3. To the extent any amount transferred is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 1.403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan. The transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Plan Section Three.

3.07 NONDEDUCTIBLE EMPLOYEE CONTRIBUTIONS

If the Adopting Employer so allows in the Adoption Agreement, each Employee who satisfies the eligibility requirements specified in Adoption Agreement Section Two for making Elective Deferrals, and who is not a member of an excluded class of Employees, as specified in Adoption Agreement Section Two, Part C, may contribute Nondeductible Employee Contributions to the Plan by enrolling as a Contributing Participant pursuant to the applicable provisions of Plan Section 3.01. The Employer shall establish uniform and nondiscriminatory rules and procedures for Nondeductible Employee Contributions as it deems necessary and advisable including, but not limited to, rules describing any amounts or percentages of Compensation Participants may or must contribute to the Plan. Notwithstanding the foregoing, contributions made to the Plan on an after-tax basis (e.g., to repay defaulted loans if permitted by the Individual Agreement) do not constitute Nondeductible Employee Contributions and will not, therefore, be subject to the Annual Additions limit of Code Section 415.

A separate account will be maintained by the Plan Administrator for the Nondeductible Employee Contributions of each Participant.

3.08 LIMITATION ON ALLOCATIONS

A. The Participant, not the Employer that makes a contribution, is deemed to maintain any annuity contract or custodial account approved by the Employer for use under this Plan for purposes of applying the limitation under Code Section 415(c), except as set forth in Plan Section 3.10(B) below.

The following rules apply to such a Participant:

1. The amount of Annual Additions which may be credited to the Participant's Individual Account for any Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under any other 403(b) annuity contract or custodial account which is deemed under Treasury Regulation 1.415(f)-1(f) to be maintained by the Participant. If the Annual Additions with respect to the Participant under the other annuity contracts or custodial accounts are less than the Maximum Permissible Amount and the amounts that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions under all such annuity contracts or custodial accounts for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under the other annuity contracts or custodial accounts are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.

2. Before determining the Participant's actual Includible Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Includible Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

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3. 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 Includible Compensation for the Limitation Year.

4. If, pursuant to Paragraph (3) above or as a result of the allocation of Forfeitures or a reasonable error in determining a Participant's Elective Deferrals or any other circumstance permitted under the rules promulgated by the IRS, a Participant's Annual Additions under this Plan and such other contracts or accounts would result in Excess Annual Additions for the Limitation Year, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated.

5. If Excess Annual Additions were allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another contract or account, the Excess Annual Additions attributed to this Plan will be the product of,

   i. the total Excess Annual Additions allocated as of such date, multiplied by

   ii. the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other annuity contracts and custodial accounts.

6. Any Excess Annual Additions allocated to a Participant under this Plan are included in a Participant's gross income and must be separately accounted for under Plan Section 7.02, and may be distributed pursuant to Treasury Regulation 1.403(b)-4(f).

B. If a Participant is considered to be in control of an employer for a Limitation Year (regardless of whether the employer controlled by the Participant is the Employer maintaining this Plan in which the Participant participates), the plans in which the Participant participates are treated as defined contribution plans maintained by both the controlled employer and the Participant for that Limitation Year. Accordingly, those plans are aggregated with all other defined contribution plans maintained by that employer. Further, in such case, the plans are aggregated with all other defined contribution plans maintained by the Participant or any other employer that is controlled by the Participant. A Participant is considered to be in control of an employer for a Limitation Year if, pursuant to Treasury Regulations 1.415(a)-1(f)(1) and (2), a plan maintained by that employer would have to be aggregated with a plan maintained by an employer that is 100% owned by the Participant. If contributions to this Plan are aggregated with a qualified plan of a controlled employer, this Plan and the qualified plan must satisfy the limitation of Code Section 415(c) both separately and on an aggregate basis. With respect to the Participant, that means that Subsection (A) above must be satisfied. For purposes of applying the separate limitations, compensation from a controlled employer other than the Employer purchasing the Funding Vehicles may not be aggregated with compensation from the Employer purchasing the Funding Vehicle. The following rules apply to such a Participant with respect to applying the limits on an aggregate basis:

1. The amount of Annual Additions which may be credited to the Participant's Individual Account for any Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under any other 403(b) annuity contract or custodial account which is deemed under Treasury Regulation 1.415(f)-1(f) to be maintained by the Participant and any qualified defined contribution plans maintained by such a controlled employer. If the Annual Additions with respect to the Participant under those other annuity contracts or custodial accounts and defined contribution plans are less than the Maximum Permissible Amount and the amounts that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated to the annuity contracts or custodial accounts under this Plan will be reduced so that the Annual Additions under all such annuity contracts or custodial accounts and defined contribution plans for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under the other annuity contracts or custodial accounts and defined contribution plans are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.

2. Before determining the Participant's actual Includible Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Includible Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

3. 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 Includible Compensation for the Limitation Year.

4. If, pursuant to Paragraph (3) above or as a result of the allocation of Forfeitures or a reasonable error in determining a Participant's Elective Deferrals or any other circumstance permitted under the rules promulgated by the IRS, a Participant's Annual Additions under this Plan and such other contracts or accounts would result in Excess Annual Additions for the Limitation Year, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated to this Plan.

5. If Excess Annual Additions were allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another contract or account, the Excess Annual Additions attributed to this Plan will be the product of,

   i. the total Excess Annual Additions allocated as of such date, multiplied by

   ii. the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other contracts and accounts and defined contribution plans.

6. Any Excess Annual Additions allocated to a Participant under this Plan are included in a Participant's gross income and must be separately accounted for under Plan Section 7.02(B), and may be distributed pursuant to Treasury Regulation 1.403(b)-4(f).

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C. The Employee Plans Compliance Resolution System of the Internal Revenue Service or such other correction method allowed by statute, regulations, or regulatory authorities may be used to make corrections necessary because of a failure to comply with this Section.

D. This provision shall be administered in accordance with Treasury Regulations issued under Code Section 415 and those regulations are incorporated into this Plan to the extent inconsistent with or not covered by the foregoing provisions.

SECTION FOUR: VESTING AND FORFEITURES

4.01 DETERMINING THE VESTED PORTION OF PARTICIPANT INDIVIDUAL ACCOUNTS

A. Determining the Vested Portion – In determining the Vested portion of a Participant's Individual Account, the following rules apply:

1. Plan Contributions – The Vested portion of a Participant's Individual Account derived from Plan Contributions is determined by applying the vesting schedule(s) selected in Adoption Agreement Section 4, Part A, except as otherwise provided in this Plan Section 4.01(A).

2. Other Contributions – A Participant is fully Vested in their rollover contributions and transfer contributions. Notwithstanding the foregoing, a Participant shall not be fully Vested in their Individual Account solely on account of a transaction described in Code Section 414(l), except as otherwise provided therein. The Participant's accrued benefit derived from Elective Deferrals, Nondeductible Employee Contributions, and Mandatory Employee Contributions is also nonforfeitable. Separate accounts for Pre-Tax Elective Deferrals, Roth Elective Deferrals, Nondeductible Employee Contributions, Mandatory Employee Contributions, Matching Contributions, and Employer Contributions will be maintained for each Participant. Each account will be credited with the applicable contributions and earnings thereon.

3. Fully Vested Under Certain Circumstances – A Participant is fully Vested in their Individual Account if any of the following occurs:

   a. the Participant reaches Normal Retirement Age;
   b. the Participant incurs a Disability;
   c. the Participant dies;
   d. the Participant satisfies the conditions for Early Retirement Age (if applicable);
   e. the Plan is terminated or partially terminated as defined by rules promulgated by the IRS; or
   f. there exists a complete discontinuance of contributions under the Plan.

   The portion of an Employee's Individual Account attributable to Plan Contributions that are made based on their imputed Compensation on account of incurring a Disability shall be fully Vested at all times. In the case of a partial termination, only those Employees who are affected by the partial termination of the Plan shall become fully Vested.

4. Participants in a Prior Plan – If a Participant was a participant in a Prior Plan on the Effective Date, the Participant's Vested percentage shall not be less than it would have been under such Prior Plan as computed on the Effective Date.

B. Severance from Employment – If a Participant incurs a Severance from Employment, any portion of their Individual Account that is not Vested shall be held in a suspense account. Such suspense account shall share in any increase or decrease in the fair market value of the assets of the Funding Vehicles in which invested in accordance with Plan Section 7.02(A). The disposition of such suspense account shall be as follows:

1. Cash out of Certain Terminated Participants – The value of the Vested portion of the Participant's Individual Account must remain in the Plan until the Participant is entitled to and requests a distribution. If the Employer elects in the Adoption Agreement to have the cashout distribution provisions in this Plan Section 4.01(B)(1) apply and the Vested value of a terminated Participant's Individual Account does not exceed $1,000 (or such other cashout level specified in the Adoption Agreement), the Vested value of the Participant's Individual Account shall be paid from the Plan pursuant to Plan Sections 5.01(B) and 5.04(A), subject to a uniform and non-discriminatory policy established by the Plan Administrator. The portion which is not Vested shall be treated as a Forfeiture and applied in accordance with Plan Section 3.04(C). If a Participant would have received the Vested portion of their Individual Account pursuant to the previous sentence but for the fact that the Participant's Vested Individual Account exceeded the cashout amount when the Participant severed employment, and if at a later time such Individual Account is reduced such that it is not greater than the cashout level, the Vested portion of the Participant's Individual Account will be paid from the Plan and the portion which is not Vested shall be treated as a Forfeiture and applied in accordance with Plan Section 3.04(C). For purposes of this Section, if the value of the Vested portion of a Participant's Individual Account is zero, the Participant shall be deemed to have received a distribution of such Vested Individual Account.

2. Terminated Participants Who Elect to Receive Distributions – If such terminated Participant elects to receive a distribution, of the entire Vested portion of their Individual Account in accordance with Plan Section 5.01(B)(2), the portion which is not Vested shall be treated as a Forfeiture. Such Forfeiture shall be applied in accordance with Plan Section 3.04(C). If such terminated Participant elects to receive a partial distribution of their Vested Individual Account, no Forfeiture may occur until the Participant elects to receive the remaining portion of their Vested Individual Account.

3. Special Rules for Annuities – For purposes of this Plan Section Four, if the Participant's Individual Account is invested in an annuity contract, the contract will be returned to the Issuer and amended to provide for a transfer of ownership in the Vested portion of the Individual Account, if any, to the Participant. Upon transfer of ownership, the Participant shall be deemed to have received a distribution of such Vested Individual Account.

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C. Distribution Prior to Full Vesting – If a distribution is made to a Participant who was not then fully Vested in their Employer-derived Individual Account balance and if the Participant may increase their Vested percentage in their Individual Account, then the following rules shall apply:

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 Vested portion of the separate account will be equal to an amount ("X") determined in accordance with the standard formula described below unless the Employer chooses, in a uniform and nondiscriminatory manner, to apply the alternative formula.

   Standard Formula: X=P (AB + (R x D)) - (R x D)

   Alternative Formula: X=P (AB+D)-D

   For purposes of the standard and alternative formulas described above, "P" is the Vested percentage at the relevant time; "AB" is the separate account balance at the relevant time; "D" is the amount of the distribution; and "R" is the ratio of the separate account balance at the relevant time to the separate account balance after distribution.

4.02 FORFEITURES AND VESTING OF MATCHING CONTRIBUTIONS

Matching Contributions shall be Vested in accordance with the vesting schedule for Matching Contributions in the Adoption Agreement but shall be fully Vested as set forth in Plan Section 4.01(A)(3). Notwithstanding any other provisions of the Plan, Matching Contributions must be forfeited if the contributions to which they relate are Excess Elective Deferrals (unless the Excess Elective Deferrals are for non-Highly Compensated Employees, in which event the Plan Administrator shall have discretion as to whether such amounts will be forfeited), Excess Annual Additions which are distributed pursuant to Plan Section 3.08(A)(6) or Plan Section 3.08(B)(6) or permissible withdrawals which are distributed pursuant to Plan Section 5.01(A)(4). Such Forfeitures shall be allocated in accordance with Plan Section 3.04(C).

When a Participant incurs a Severance from Employment, whether a Forfeiture arises with respect to Matching Contributions shall be determined in accordance with Plan Section 4.01(B).

SECTION FIVE: DISTRIBUTIONS

5.01 DISTRIBUTIONS

A. Eligibility for Distributions

1. Entitlement to Distribution – If elected in the Adoption Agreement, the Vested portion of a Participant's Individual Account attributable to Plan Contributions (including Mandatory Employee Contributions) shall be distributable to the Participant upon 1) the Participant satisfying the distribution events specified in the Adoption Agreement, 2) the Participant's Severance from Employment after attaining Normal Retirement Age, and 3) if the Plan designates an Early Retirement Age, the Participant's Severance from Employment after satisfying any Early Retirement Age conditions. If a Participant incurs a Severance from Employment before satisfying the age requirement, but has satisfied the service requirement of the Early Retirement Age conditions (if any), the Participant will be entitled to elect an early retirement benefit upon satisfying such age requirement. If a Participant who is entitled to a distribution is not legally competent to request or consent to a distribution, the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Participant, may request and accept a distribution of the Vested portion of a Participant's Individual Account under this Plan Section 5.01(A). All distributions are subject to the applicable Individual Agreements.

2. Special Requirements for Certain 403(b) Contributions – Notwithstanding the prior provisions of this Plan Section Five, Part A, Elective Deferrals and income allocable to them are not distributable to a Participant or their Beneficiary or Beneficiaries, in accordance with such Participant's or Beneficiaries' election, earlier than upon the Participant's Severance from Employment, death, or Disability, except as listed below.

   Such amounts may also be distributed upon any one of the following events:

   a. existence of a hardship incurred by the Participant as described in Plan Section 5.01(C)(2)(b), if elected in the Adoption Agreement; or

   b. attainment of age 59½, if elected in the Adoption Agreement.

   If both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for a year, the Plan Administrator, in a uniform and nondiscriminatory manner, may establish operational procedures, including ordering rules as permitted under the law and related regulations and the Individual Agreements which specify whether distributions, including corrective distributions of Excess Elective Deferrals or Excess Annual Additions, will consist of a Participant's Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination of both, to the extent such type of Elective Deferral was made for the year. The operational procedures may include an option for Participants to designate whether the distribution is being made from Pre-Tax or Roth Elective Deferrals.

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3. Special Requirements for Annuity Contracts and Custodial Accounts – Notwithstanding the provisions in Plan Sections 5.01(A)(1) and (2) above, the Vested portion of a Participant's Individual Account attributable to Employer Contributions and Matching Contributions (including earnings thereon) in annuity contracts issued as of the close of the taxable year beginning before January 1, 2009, and Elective Deferrals (including earnings thereon) in annuity contracts as of the close of the taxable year beginning before December 31, 1988, shall be distributable at any time, to the extent permitted in the Prior Plan, the annuity contract, and the Internal Revenue Code, if the Adoption Agreement so provides. Notwithstanding the foregoing, amounts transferred from a custodial account to an annuity contract must retain the more stringent withdrawal restrictions applicable under the custodial account and may not be distributable in accordance with this paragraph.

   Notwithstanding the prior paragraph, unless the distribution is one to which Code Section 72(t)(2)(G) applies (concerning qualified reservist distributions), distributions from a custodial account that is approved by an Employer for use under the Plan of the portion of a Participant's Individual Account that is not attributable to Elective Deferrals may not be paid to a Participant before the Participant has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), or attains age 59 ½.

4. Special Requirements for EACA Contributions – Notwithstanding the foregoing, unless otherwise elected in Adoption Agreement Section Three, Part A, and subject to the Individual Agreements, contributions made to the Plan under an EACA described in Plan Section 3.01(E) may be distributed as permissible withdrawals in accordance with following conditions.

   a. The permissible withdrawal is made pursuant to an election by the Eligible Employee;

   b. The election made by the Eligible Employee is made no later than the date which is 90 days after the date of the first Elective Deferral of such Eligible Employee made under the EACA provisions; and

   c. The permissible withdrawal consists both of the Elective Deferrals made to the Plan under the EACA provisions and any earnings attributable to those Elective Deferrals.

   Elective Deferrals withdrawn from the Plan in accordance with this Section will be subject to rules promulgated by the IRS relating to such withdrawals (for example, whether Matching Contributions related to these Elective Deferrals permissively withdrawn will be forfeited or will be excluded from nondiscrimination testing).

5. Distribution Exceptions

   a. *Excess Elective Deferrals* – None of the prior provisions of this Plan Section 5.01(A) shall prevent distribution in the case of correction of Excess Elective Deferrals as permitted by Treasury Regulation 1.403(b)-4(f).

   b. *Plan Termination* – None of the prior provisions of this Plan Section 5.01(A) shall prevent distribution in the case of plan termination as permitted by Treasury Regulation 1.403(b)-10(a).

6. Distribution Request: When Distributed – A Participant or Beneficiary entitled to a distribution who wishes to receive a distribution must submit a request (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator. If required in writing, such request shall be made upon a form provided or approved by the Plan Administrator. Upon a valid request, if applicable, the Plan Administrator shall direct the Vendors to commence distribution as soon as administratively feasible after the request is received, except as otherwise provided in the Adoption Agreement.

   Distributions will be made based on the value of the Vested portion of the Individual Account available at the time of actual distribution. To the extent the distribution request is for an amount greater than the Individual Account, the Vendors shall be entitled to distribute the entire Vested portion of the Individual Account.

B. Distributions Upon Severance from Employment

1. Value of Individual Account Does Not Exceed the Cashout Level – Unless elected in the Adoption Agreement, the rules in this paragraph will not apply. If the Adopting Employer elects in Adoption Agreement Section Five, Part A to have the cashout distribution provisions in this Plan Section 5.01(B)(1) apply and if the value of the Vested portion of a Participant's Individual Account does not exceed the cashout level, as elected in the Adoption Agreement, the following rules shall apply regarding Plan Section 4.01(B)(1). If the distribution of the value of the Vested portion of a Participant's Individual Account does not qualify as an Eligible Rollover Distribution, distribution from the Plan may be made to the Participant in a single lump sum in lieu of all other forms of distribution under the Plan following the Participant's Severance from Employment in accordance with a uniform and nondiscriminatory operational schedule established by the Plan Administrator. If elected in the Adoption Agreement, if the value of the Vested portion of a Participant's Individual Account does not exceed $1,000 and qualifies as an Eligible Rollover Distribution, and 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 in accordance with this Plan Section Five, distribution shall be made to the Participant in a single lump sum in lieu of all other forms of distribution under the Plan. If the value of the Vested portion of a Participant's Individual Account exceeds $1,000 and qualifies as an Eligible Rollover Distribution and 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 in accordance with this Plan Section Five, distribution shall be paid by the Plan Administrator in a Direct Rollover to an individual retirement account (as described in Code Section 408(a), 408(b) or 408A) designated by the Plan Administrator. Notwithstanding the foregoing, if the Participant is reemployed by the Employer prior to the occurrence of the distribution, no distribution will be made under this paragraph.

   Notwithstanding the foregoing, where no election is available in the Adoption Agreement, the value of the Vested portion of the Participant's Individual Account must remain in the Plan until the Participant is entitled to and requests a distribution, unless otherwise provided in another provision of this Plan. The value of the Participant's Vested Individual Account for purposes of this paragraph shall be determined by including 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).

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2. Individual Account Balances Exceeding Cashout Level – If the value of the Participant's Individual Account exceeds the cashout level (or a cashout level has not been selected in the Adoption Agreement) or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and if the Individual Account is immediately distributable, the Participant must consent to any distribution of such Individual Account.

   The consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 415 for Excess Annual Additions that are not separately accounted for. In addition, upon termination of this Plan, if the Plan does not offer an annuity option (purchased from a commercial provider), the Participant's Individual Account may, without the Participant's consent, be distributed to the Participant or transferred to another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) within the same controlled group.

   An Individual Account is immediately distributable if any part of the Individual Account could be distributed to the Participant (or surviving Spouse) before the Participant attains or would have attained (if not deceased) the later of Normal Retirement Age or age 62.

C. Distributions During Employment

1. In-Service Withdrawals

   a. *Pre-2009 Distributions from Annuity Contracts* – If Adoption Agreement Section Five, Part A so indicates, and subject to the Individual Agreements, a Participant who is not otherwise eligible to receive a distribution of their Individual Account may elect to receive an in-service distribution of all or part of the Vested portion of their Individual Account attributable to Matching Contributions and Employer Contributions from annuity contracts issued before January 1, 2009.

   b. *Post-2008 Distributions from Annuity Contracts* – If Adoption Agreement Section Five, Part A, so indicates, and subject to the Individual Agreements, a Participant who is not otherwise eligible to receive a distribution of their Individual Account may elect to receive an in-service distribution of all or part of the Vested portion of their Individual Account attributable to Matching Contributions and Employer Contributions from annuity contracts issued after December 31, 2008 if the Participant has participated in the Plan for five or more years.

2. Hardship Withdrawals

   a. *Hardship Withdrawals of Matching Contributions and Employer Contributions from Annuity Contracts* – If elected in Adoption Agreement Section Five, Part A, and to the extent permitted by the Individual Agreements, a Participant may elect to receive a hardship distribution of all or part of the Vested portion of their Individual Account attributable to Plan Contributions (other than those described in Plan Section 5.01(C)(2)(b)) from annuity contracts other than those described in Plan Section 5.01(A)(2).

      For purposes of this Plan Section 5.01(C)(2)(a), hardship is defined as an immediate and heavy financial need of the Participant where such Participant lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code Section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's Spouse, children or dependents, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Participant's deceased parent, Spouse, primary Beneficiary, child or dependent, and 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

      A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Employee only if

      1. the Employee has obtained all distributions, other than hardship distributions, and all nontaxable loans available under all plans maintained by the Employer;

      2. 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).

   b. *Hardship Withdrawals of Elective Deferrals from Annuity Contracts and Custodial Accounts* – If elected in Adoption Agreement Section Five, Part A, and to the extent permitted by the Individual Agreements, distribution of Elective Deferrals (including any earnings credited to a Participant's account as of the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989) may be made to a Participant in the event of hardship. For the purposes of this Plan Section 5.01(C)(2)(b), hardship is defined as an immediate and heavy financial need of the Employee where the distribution is needed to satisfy the immediate and heavy financial need of such Employee.

      For purposes of determining whether a Participant has a hardship, rules similar to those described in Plan Section 5.01(C)(2)(a) shall apply except that only the listed financial needs shall be considered. In addition, a distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Employee only if all plans maintained by the Employer provide that the Employee's Elective Deferrals (or Nondeductible Employee Contributions, if applicable) will be suspended for six months.

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3. Transfers from the Plan – Nothing in this Plan shall prohibit the Plan Administrator from permitting (or prohibiting) Participants to transfer their Individual Accounts to other eligible plans, provided such transfers are permitted (or prohibited) in a uniform and nondiscriminatory manner. The Plan Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. Unless prohibited in the Adoption Agreement, transfers may be made as permitted by Treasury Regulation 1.403(b)-10(b)(4) in order to purchase permissive service credit.

D. Miscellaneous Distribution Issues

1. Distribution of Rollovers, Transfers, Mandatory Employee Contributions, and Nondeductible Employee Contributions – The following rules shall apply with respect to entitlement to distribution of rollover, transfer, Mandatory and Nondeductible Employee Contributions.

   a. *Entitlement to Distribution of Rollovers and Transfers* – If elected in Adoption Agreement Section Five, Part A, rollover contributions (including rollovers and transfers of Nondeductible Employee Contributions) and earnings thereon may be distributed at any time upon request to the extent permitted by the Individual Agreements. If the Adopting Employer specifies in the Adoption Agreement that rollover and transfer contributions may not be distributed at any time, such contributions will be subject to the Plan's provisions governing distribution of Employer Contributions.

      To the extent any amount transferred to the Plan is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 1.403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan.

   b. *Distribution of Mandatory Employee Contributions* – Mandatory Employee Contributions will be subject to the Plan's provisions governing distribution of Employer Contributions.

   c. *Distribution of Nondeductible Employee Contributions* – A Participant may at any time, upon a request submitted to the Plan Administrator (either in writing or in any other form permitted under rules promulgated by the IRS), withdraw an amount from their Individual Account attributable to Nondeductible Employee Contributions (including earnings thereon) to the extent permitted by the Individual Agreements. In the event the portion of a Participant's Individual Account attributable to Nondeductible Employee Contributions experiences a loss such that the amount remaining in such subaccount is less than the amount of Nondeductible Employee Contributions made by the Participant, the maximum amount which the Participant may withdraw is an amount equal to the remaining portion of the Participant's Individual Account attributable to Nondeductible Employee Contributions.

      Notwithstanding the prior paragraph and unless the distribution is one to which Code Section 72(t)(2)(G) applies (concerning qualified reservist distributions), distributions from a custodial account approved by the Employer for use under the Plan of the portion of a Participant's Individual Account that is attributable to Nondeductible Employee Contributions (including earnings thereon) may not be paid to a Participant before the Participant has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), or attains age 59 ½.

   d. *Direct Rollovers of Eligible Rollover Distributions* – Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Recipient's election under this Plan Section 5.01(D)(1)(d), a Recipient 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 if the Plan Administrator permits in a uniform and nondiscriminatory manner) paid directly to an Eligible Retirement Plan specified by the Recipient in a Direct Rollover. The Plan will also permit a non-Spouse Beneficiary to directly roll over his or her portion of the Individual Account to an inherited individual retirement arrangement (under Code Sections 408 or 408A). Such Direct Rollovers must otherwise qualify as an Eligible Rollover Distribution.

2. Qualified Reservist Distributions – If elected in the Adoption Agreement, and to the extent permitted by the Individual Agreements, Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a Participant if 1) such distribution is made from Elective Deferrals, 2) such Participant was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and 3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period. The Participant must have been ordered or called to active duty after September 11, 2001. Unless otherwise specified on Schedule C, Special Effective Dates, this Plan Section applies to distributions after September 11, 2001.

5.02 FORM OF DISTRIBUTION TO A PARTICIPANT

If the value of the Vested portion of a Participant's Individual Account exceeds $1,000, the Participant may elect (either in writing or in any other form permitted under rules promulgated by the IRS) that the Vested portion of their Individual Account be paid to them in one or more of the following forms of payment, as specified in the Adoption Agreement and to the extent permitted by the Individual Agreements: 1) in a lump sum, 2) in a partial payment, 3) in installment payments over a period not to exceed the Life Expectancy of the Participant or the joint and last survivor Life Expectancy of the Participant and their Designated Beneficiary, or 4) applied to the purchase of an annuity contract (if assets are held in a custodial account) or converted to an income option (if assets are held in an annuity contract). Any income option available to Participants under the Individual Agreements will be permitted under this Plan.

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5.03 DISTRIBUTIONS UPON THE DEATH OF A PARTICIPANT

A. Designation of Beneficiary – Each Participant (or the Participant's surviving Spouse) may designate, upon a form provided by or approved by and delivered to the Plan Administrator and/or Vendor, one or more primary and contingent Beneficiaries to receive all or a specified portion of the Participant's Individual Account in the event of their death. A Participant may change or revoke such Beneficiary designation by completing and delivering the proper form to the Plan Administrator and/or Vendor. If the Participant designates a Spouse Beneficiary and the individual later ceases to be a Spouse, such designation of the individual who becomes an ex-Spouse (other than by death) will be deemed void and the ex-Spouse shall have no rights as a Beneficiary unless redesignated as a Beneficiary by the Participant subsequent to becoming an ex-Spouse.

In the event that a Participant fails to designate a Beneficiary, the rights of Beneficiaries will be determined under the Individual Agreements, to the extent applicable.

B. Payment to Beneficiary – Subject to the Individual Agreements, if a Participant dies before the Participant's entire Individual Account has been paid to them, such deceased Participant's Individual Account shall be payable to any surviving Beneficiary designated by the Participant, or, if no Beneficiary survives the Participant, 50% to the Participant's Spouse and 50% to the Participant's estate or, where no Spouse exists, to the Participant's estate, unless otherwise set forth in the Individual Agreement. If the Beneficiary is a minor, distribution will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to their legal guardian or, if applicable, to their custodian under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act. If a Beneficiary is not a minor but is not legally competent to request or consent to a distribution, distributions will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Beneficiary.

C. Written Request: When Distributed – A Beneficiary of a deceased Participant entitled to a distribution who wishes to receive a distribution must submit a written request (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator. If required in writing, such request shall be made on a form provided by or approved by the Plan Administrator. Upon a valid request, if applicable, the Plan Administrator shall direct the Vendor to commence distribution as soon as administratively feasible after the request is received.

5.04 FORM OF DISTRIBUTION TO BENEFICIARIES

A. Value of Individual Account Does Not Exceed $5,000 – If the value of the Vested portion of a Participant's Individual Account does not exceed $5,000, the value of the Vested portion of a Participant's Individual Account may be made to the Beneficiary as permitted by the Individual Agreements.

The value of the Participant's Vested Individual Account for purposes of this paragraph shall be determined by including 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. Value of Individual Account Exceeds $5,000 – If the value of a Participant's Individual Account exceeds $5,000, the Beneficiary may, subject to the requirements of Plan Section 5.05, request (either in writing or in any other form permitted under rules promulgated by the IRS) that the Participant's Individual Account be paid in any form of distribution permitted to be taken by the Participant under this Plan and the Individual Agreements other than applying the Individual Account toward the purchase of an annuity contract. Notwithstanding the foregoing, installment payments to a Beneficiary cannot be made over a period exceeding the Life Expectancy of such Beneficiary.

5.05 REQUIRED MINIMUM DISTRIBUTION REQUIREMENTS

A. General Rules

1. The requirements of this Section 5.05 shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Plan Section 5.05 apply to calendar years beginning after December 31, 2002.
2. All distributions required under this Plan Section 5.05 shall be determined and made in accordance with Treasury Regulation 1.401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G).
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 (or a combination thereof):
   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. Nothing in this Plan shall prohibit or otherwise limit a Participant's option to apply the aggregation rules for purposes of satisfying their required minimum distribution as described in Treasury Regulations 1.408-8 and 1.403(b)-6(e).

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B. Time and Manner of Distribution

1. Required Beginning Date – 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. However, the undistributed portion of a Participant's Individual Account valued as of December 31, 1986, exclusive of subsequent earnings, shall not be subject to required minimum distributions under Code Section 401(a)(9) but must be distributed in accordance with the incidental benefit requirements of Treasury Regulation 1.401-1(b)(1)(i) (generally the later of age 75 or separation from service) if such amounts are accounted for separately. If, in any year, a Participant withdraws an amount greater than the required minimum, such additional amounts will be considered to be distributed from the pre-1987 balance.

   For purposes of Plan Sections 5.05(B) and 5.05(D), unless Plan Section 5.05(D)(2)(a)(iii) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Plan Section 5.05(D)(2)(a)(iii) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Plan Section 5.05(D)(2)(a)(i). If distributions under an annuity contract 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 in Plan Section 5.05(D)(2)(a)(i)), the date distributions are considered to begin is the date distributions actually commence.

   Participants or Beneficiaries may elect on an individual basis whether the five-year rule or the life expectancy rule in Plan Section 5.05(D) 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 distribution would be required to begin in Plan Section 5.05(B), 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 the Beneficiary makes an election under this paragraph, distributions will be made in accordance with Plan Sections 5.05(B) and 5.05(D) and, if applicable, the election in a separate IRS good faith amendment.

2. 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 Plan Sections 5.05(C) and 5.05(D). 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 Section 401(a)(9) and the related Treasury Regulations.

C. Required Minimum Distributions During Participant's Lifetime

1. Amount of Required Minimum Distribution for Each Distribution Calendar Year – 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 Benefit by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation 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 Benefit by the number in the Joint and Last Survivor Table set forth in Treasury Regulation 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 Plan Section 5.05(C) beginning with the first Distribution Calendar Year and 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. *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 Benefit 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 Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

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b. *No Designated Beneficiary* – If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of 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 Benefit 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 are required to 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 Benefit by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Plan Section 5.05(D)(1).

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in a separate IRS good faith amendment, if applicable, 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 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in a separate IRS good faith amendment, if applicable, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) 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 Plan Section 5.05(D)(2), other than Plan Section 5.05(D)(2)(a), will apply as if the surviving Spouse were the Participant.

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.

3. Election to Allow Designated Beneficiary Receiving Distributions Under 5-Year Rule to Elect Life Expectancy Distributions – Unless specified otherwise in a separate IRS model amendment, a Designated Beneficiary who is receiving payments under the five-year rule may make a new election to receive payments under the life expectancy rule until December 31, 2003, provided that all amounts that would have been required to be distributed under the life expectancy rule for all distribution calendar years before 2004 are distributed by the earlier of December 31, 2003 or the end of the five-year period.

E. Transition Rules

For plans in existence before 2003, required minimum distributions before 2003 were made pursuant to this Plan Section 5.05(E), if applicable:

1. 2000 and Before – Required minimum distributions for calendar years after 1984 and before 2001 were made in accordance with Code Section 401(a)(9) and the Proposed Treasury Regulations thereunder published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").

2. 2001 – Required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and Proposed Treasury Regulation 1.401(a)(9) as published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations") unless a prior IRS model amendment was adopted that stated that the required minimum distributions for 2001 were made pursuant to the 1987 Proposed Regulations. If distributions were made in 2001 under the 1987 Proposed Regulations before the date in 2001 that the Plan began operating under the 2001 Proposed Regulations, the special transition rule in Announcement 2001-82, 2001-2 C.B. 123, applied.

3. 2002 – Required minimum distributions for calendar year 2002 were made in accordance with Code Section 401(a)(9) and the 2001 Proposed Regulations unless the prior IRS model amendment, if applicable, provided either a. or b. below applies.

a. Required minimum distributions for 2002 were made pursuant to the 1987 Proposed Regulations.

b. Required minimum distributions for 2002 were made pursuant to the Final and Temporary Treasury Regulations under Code Section 401(a)(9) published in the Federal Register on April 17, 2002 (the "2002 Final and Temporary Regulations") which are described in Plan Sections 5.05(E)(1) through 5.05(E)(3). If distributions were made in 2002 under either the 1987 Proposed Regulations or the 2001 Proposed Regulations before the date in 2002 that the Plan began operating under the 2002 Final and Temporary Regulations, the special transition rule in Section 1.2 of the model amendment in Revenue Procedure 2002-29, 2002-22 C.B. 1176, applied.

5.06 ANNUITY CONTRACTS

Any annuity contract distributed under the Plan (if permitted or required by Plan Section Five) must be nontransferable. The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of the Plan. Notwithstanding any provision of the Plan to the contrary, the availability of any form of distribution is subject to the terms of the Issuer's annuity contracts.

5.07 DISTRIBUTIONS IN-KIND

Any distribution under this Plan to be made either in any form permitted by the Individual Agreements, or in cash by converting assets other than cash into cash, or in any combination of the two foregoing methods but only to the extent permitted by the Individual Agreements.

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5.08 PROCEDURE FOR MISSING PARTICIPANTS OR BENEFICIARIES

The Plan Administrator must use all reasonable measures to locate Participants or Beneficiaries who are entitled to distributions from the Plan. Such measures may include using certified mail, checking records of other plans maintained by the Employer, contacting the Participant's Beneficiaries, using a governmental letter-forwarding service, or using internet search tools, commercial locator services, and credit reporting agencies. The Plan Administrator should consider the cost of the measures relative to the Individual Account balance when determining which measures are used.

In the event that the Plan Administrator cannot locate a Participant or Beneficiary who is entitled to a distribution from the Plan after using all reasonable measures, the Plan Administrator may, consistent with applicable laws, regulations, and other pronouncements under the Code as well as the Individual Agreements,, use any reasonable procedure to dispose of distributable Plan assets, including but not limited to any of the following: 1) establish an individual retirement arrangement (IRA), under Code Section 408 or 408A, that complies with the automatic rollover safe harbor regulations, without regard to the amount in the Individual Account, 2) establish a federally-insured bank account for and in the name of the Participant or Beneficiary and transfer the assets to such bank account, 3) purchase an annuity contract with the assets in the name of the Participant or Beneficiary, 4) transfer the assets to the unclaimed property fund of the state in which the Participant or Beneficiary was last known to reside, or 5) after the expiration of five years after the benefit becomes payable, treat the amount distributable as a Forfeiture and allocate it in accordance with the terms of the Plan, and if the Participant or Beneficiary is later located, restore such benefit in the amount of the Forfeiture, unadjusted for earnings and losses to the Plan to the extent permitted by the Individual Agreements.

In the event the Plan is terminated, payments must be made in a manner that protects the benefit rights of a Participant or Beneficiary. Benefit rights shall be deemed to be protected if the amount in a Participant's or Beneficiary's Individual Account is placed into an individual retirement account, used to purchase an annuity contract, or transferred to another qualified retirement plan. Benefit rights need not, however, be protected if an Individual Account becomes subject to state escheat laws or if a payment is made to satisfy Code Section 401(a)(9), or if such other process is followed that is consistent with applicable statutory or regulatory guidance.

5.09 CLAIMS PROCEDURES

A Participant or Beneficiary who has been denied a request for a distribution or loan (if loans are permitted by the Plan) and desires to make a claim for the Vested portion of their Individual Account shall file a request (either in writing or in any other form permitted under rules promulgated by the IRS and acceptable to the Plan Administrator) with the Plan Administrator. If such request is required in writing, such request must be made on a form provided by or acceptable to the Plan Administrator for such purpose. The request shall set forth the basis of the claim. The Plan Administrator is authorized to conduct such examinations as may be necessary to facilitate the payment of any benefits to which the Participant or Beneficiary may be entitled under the terms of the Plan.

5.10 DISTRIBUTION OF EXCESS ELECTIVE DEFERRALS

A. **General Rule** – A Participant may assign to this Plan any Excess Elective Deferrals made during a taxable year of the Participant by notifying the Plan Administrator of the amount of the Excess Elective Deferrals to be assigned to the Plan. Participants who claim Excess Elective Deferrals for the preceding calendar year must submit their claims (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator by March 1. A Participant is deemed to notify the Plan Administrator of any Excess Elective Deferrals that arise by taking into account only those Elective Deferrals made to this Plan and any other plan, contract, or arrangement of the Employer.

Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15th to any Participant to whose Individual Account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year except to the extent such Excess Elective Deferrals were classified as Catch-up Contributions. The Plan Administrator, in a uniform and nondiscriminatory manner, will determine whether the distribution of Excess Elective Deferrals for a year will be made first from the Participant's Pre-Tax Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

B. **Determination of Income or Loss** – Excess Elective Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Elective Deferrals is the sum of: 1) the income or loss allocable to the Participant's Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Elective Deferrals for the taxable year and the denominator of which is the Participant's Individual Account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year and 2) 10 percent of the amount determined under 1) multiplied by number of whole calendar months between the end of the Participant's taxable year and the date of distribution, counting the month of the distribution if the distribution occurs after the 15th day of such month. Notwithstanding the preceding sentence, the Plan Administrator may compute the income or loss allocable to Excess Elective Deferrals in the manner described in Plan Section Seven (i.e., the usual manner used by the Plan for allocating income or loss to Participants' Individual Accounts or any reasonable method), provided such method is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year.

5.11 LOANS TO PARTICIPANTS

If the Adoption Agreement so indicates, a Participant may receive a loan from the Funding Vehicles authorized by the Employer for use under the Plan, subject to the following rules, the Individual Agreements, if applicable, and the Plan's loan policy.

A. Loans shall be made available to all Participants on a reasonably equivalent basis.

B. Loans shall not be made available to highly compensated employees (within the meaning of Code Section 414(q)) in an amount greater than the amount made available to other Employees.

C. Loans must be adequately secured and bear a reasonable interest rate.

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D. No Participant loan shall exceed the Present Value of the Vested portion of a Participant's Individual Account.

E. In the event of default, foreclosure on the Participant's account balance in an annuity authorized by the Employer for use under the Plan, if applicable, or the note and attachment of security, if applicable, will not occur until a distributable event occurs in the Plan.

F. Loan repayments will be suspended under the Plan as permitted under Code Section 414(u)(4).

G. If the Participant's Individual Account contains both Pre-Tax Elective Deferrals and Roth Elective Deferrals, the specific rules governing the loan program and the Individual Agreements, if applicable, may also designate the extent to which Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination of both will 1) be used to calculate the maximum amount available for a loan, or 2) be available as a source from which loan proceeds may be taken or which may be used as security for a loan. To the extent permitted by law and related regulations, the rules established by the Vendor and the Individual Agreements may specify the ordering rules to be applied in the event of a defaulted loan.

Notwithstanding any other provisions of this Plan, the portion of the Participant's Vested Individual Account 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 Individual Account payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

To avoid taxation to the Participant, unless otherwise permitted by law or regulatory guidance, 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) 50 percent of the present value of the nonforfeitable Individual Account of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and other members of a group of employers described in Code Sections 414(b), 414(c), and 414(m) are aggregated. However, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. Furthermore, 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, unless such 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. Notwithstanding the foregoing, a Participant will suspend their loan repayments under this Plan as permitted under Code Section 414(u)(4).

The loan program will be administered in accordance with specific rules that are documented either in writing, under the Individual Agreements, if applicable, the Plan's loan policy or in such other format as permitted by the IRS. Such rules shall include, at a minimum, the following 1) the identity of the person or positions authorized to administer the Participant loan program; 2) the procedure for applying for loans; 3) the basis on which loans will be approved or denied; 4) limitations (if any) on the types and amounts of loans offered; 5) the procedure under the program for determining a reasonable rate of interest; 6) the types of collateral which may secure a Participant loan, and 7) the events constituting default and the steps that will be taken to preserve Plan assets in the event of such default.

5.12 HURRICANE RELIEF

If elected in a prior hurricane relief amendment, affected Participants may take advantage of the hurricane relief under the Katrina Emergency Tax Relief Act of 2005 (KETRA), the Gulf Opportunity Zone Act of 2005 (GO Zone), and related relief.

SECTION SIX: DEFINITIONS

Unless modified in Section Six of the Adoption Agreement, words and phrases used in the Plan with initial capital letters shall, for the purpose of this Plan, have the meanings set forth in the portion of the Plan entitled "Definitions" unless the context indicates that other meanings are intended.

SECTION SEVEN: MISCELLANEOUS

7.01 VENDORS, FUNDING VEHICLES AND INDIVIDUAL AGREEMENTS

A. In General

The Plan Administrator shall select the Vendors that will provide the Funding Vehicles under the Plan. As indicated by the definition of Vendor, the Vendors are insurance companies, or banks or other entities that hold amounts in custodial accounts that invest in regulated investment companies (mutual fund companies). The Plan Administrator will identify each entity that will be treated as a Vendor for purposes of the Plan.

The Plan Administrator will also identify the investment options that each Vendor may offer under the Funding Vehicles, subject to the Individual Agreements. The Vendor may be permitted to offer one or more Funding Vehicles as authorized by the Plan Administrator.

Each Funding Vehicle offered by a Vendor may provide a range of investment options. The Plan Administrator shall determine the investment options that will be available under a Funding Vehicle. The Plan Administrator may alter the investment options available under a Funding Vehicle. Participants must be notified of any alterations to the investment options available under the Funding Vehicles.

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If Participant direction is permitted under Adoption Agreement Section Seven, Part A, a Participant may elect to use the investment options of one or more Vendors to receive contributions under the Plan made on their behalf and may change the Vendor or Vendors who are to receive those contributions, but only pursuant to rules specified by the Plan Administrator and the Individual Agreements and acceptable to the affected Vendors. Each Participant shall complete an application form or use another method of application made available by the Plan Administrator and Vendor or Vendors in order for one or more Funding Vehicles to be issued or utilized on behalf of the Participant under the Plan. The Plan Administrator may, at its discretion, and for the benefit of Participants and Beneficiaries, change the Vendors available under the Plan for future allocations to the extent permitted by the Individual Agreements. The Plan Administrator must notify affected Participants regarding any such change.

Funding Vehicles shall be made available for the sole purpose of providing benefits under this Plan in accordance with Code Section 403(b) and any other laws relating thereto. Documents establishing such Funding Vehicles shall be consistent with the terms of the Plan. In the event of any conflict between the terms of this Plan and the terms of any document that is made a part of the Plan, the Plan Administrator shall resolve the conflict. In the event of any conflict between the terms of this Plan and the terms of any portion of any document that is not a part of the Plan, the Plan provisions shall control. Notwithstanding the foregoing, in no event will the terms of the Plan expand or change the benefits, rights or features available under the Individual Agreements.

If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement with the former Vendor to the extent another agreement with the Vendor does not provide for the exchange of information, as required by the Code and Treasury Regulations thereunder.

B. Investment of Contributions

Contributions made on behalf of a Participant shall be forwarded in accordance with applicable regulations to the Vendors authorized to accept contributions under the terms of the Plan.

C. Allocation Among Vendors

If Participant direction is permitted under Adoption Agreement Section Seven, Part A, a Participant may elect to allocate the Plan Contributions made for the Participant among the investment options which are available under the Individual Agreements. The Plan Administrator may permit, in a uniform and nondiscriminatory manner, a Beneficiary of a deceased Participant or the Alternate Payee under a Qualified Domestic Relations Order to individually direct investments in accordance with this Plan Section Seven, Part C.

Each separate investment option shall be charged or credited (as appropriate) with the earnings, gains, losses, or expenses attributable to such separate investment option under the Individual Agreement.

D. Transfers Limited to Vendors Eligible to Accept New Plan Contributions

If Participant direction is permitted under Adoption Agreement Section Seven, Part A(1), and the Employer elects to limit Participant direction to only those Vendors eligible to receive contributions under the Plan in accordance with Option 1 under Adoption Agreement Section Seven, Part A(2), Participants or Beneficiaries may change the investment of their Individual Accounts among the Funding Vehicles issued by Vendors authorized under the Plan provided that (i) such Vendor may accept new Plan Contributions, (ii) such transfers are permissible under the restrictions of the relevant Individual Agreements, and (iii) such transfers are consistent with any procedures and rules which may be established by the Plan Administrator and that Vendor, including any rules or procedures with respect to the sharing of information necessary for plan compliance under the Code and Treasury Regulations thereunder.

If any Vendor authorized to accept contributions under the Plan ceases to be eligible to receive contributions under the Plan after December 31, 2008, the Employer will enter into an information sharing agreement with the Vendor to the extent another agreement with the Vendor does not provide for the exchange of information, as required by the Code and Treasury Regulations thereunder.

E. Transfers to Vendors Not Eligible to Accept New Plan Contributions

If Participant direction of investments is permitted under Adoption Agreement Section Seven, Part A(1), and the Employer elects to permit Participant direction among both Vendors which are eligible to accept new Plan Contributions and Vendors which are not permitted to accept new Plan Contributions, Participants or Beneficiaries may transfer any portion of their Individual Account among the investment options under the Funding Vehicles of the eligible Vendors or to another Funding Vehicle of a Vendor not approved to accept new Plan Contributions, provided that (i) such transfers are permissible under the restrictions of the relevant Individual Agreement, and (ii) such transfers are consistent with any procedures and rules which may be established by the Plan Administrator and the Vendors. In addition, the following conditions must be satisfied:

1. The Participant or Beneficiary must have a balance in their Individual Account immediately after the exchange that is at least equal to the balance in their Individual Account immediately before the exchange,
2. The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the Individual Agreements being exchanged, and
3. The Employer and any Vendor not eligible to receive contributions under the Plan enter into an agreement under which the Employer and the Vendor agree to share information as may be necessary to ensure that the Funding Vehicle issued by the Vendor will satisfy Section 403(b) of the Code ("information sharing agreement").

7.02 VALUATION AND INDIVIDUAL ACCOUNTS

A. Valuation – The Participants' Individual Accounts will be valued each Valuation Date at fair market value.

B. Establishment and Maintenance – The Plan Administrator (or Vendor, if applicable) shall establish and maintain an Individual Account in the name of each Participant to reflect the total value of their interest in the Funding Vehicle. Each Individual Account established hereunder shall consist of such subaccounts as may be needed for each Participant:

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1. a subaccount to reflect Plan Contributions and Forfeitures allocated on behalf of a Participant;
2. a subaccount to reflect a Participant's rollover contributions;
3. a subaccount to reflect a Participant's transfer contributions;
4. a subaccount to reflect a Participant's Nondeductible Employee Contributions;
5. a subaccount to reflect a Participant's Pre-Tax Elective Deferrals;
6. a subaccount to reflect a Participant's Roth Elective Deferrals;
7. a subaccount to reflect a Participant's Mandatory Employee Contributions;
8. a subaccount to reflect a Participant's pre-1987 contributions exempt from the distribution rules described in Code Section 401(a)(9);
9. a subaccount to reflect a Participant's pre-1989 Elective Deferrals in an annuity contract, and
10. a subaccount to reflect a Participant's pre-2009 Employer Contributions and Matching Contributions in an annuity contract.

The Plan Administrator (or Vendor, if applicable) may establish additional accounts as it may deem necessary for the proper administration of the Plan, including, but not limited to, a suspense account for Forfeitures as required pursuant to Plan Section Four. Also, separate accounts will be established whenever specified in the Plan or required by regulations under Code Section 403(b), including for Excess Annual Additions and for portions of a Participant's Individual Account that are not Vested.

7.03 POWERS AND DUTIES OF THE PLAN ADMINISTRATOR

A. The Plan Administrator shall have the authority to control and manage the operation and administration of the Plan. The Plan Administrator shall administer the Plan for the exclusive benefit of the Participants and their Beneficiaries in accordance with the specific terms of the Plan.

B. The Plan Administrator may, by appointment, allocate the duties of the Plan Administrator among several individuals or entities, including Vendor(s), if appropriate. Such appointments shall not be effective until the party designated accepts such appointment in writing.

C. The Plan Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

1. To determine all questions of interpretation or policy in a manner consistent with the Plan's documents. The Plan Administrator's construction or determination in good faith shall be conclusive and binding on all persons except as otherwise provided herein or by law. Any interpretation or construction shall be done in a nondiscriminatory manner and shall be consistent with the intent that the Plan shall continue to be deemed a plan under the terms of Code Section 403(b), as amended from time to time;
2. To determine all questions relating to the eligibility of Employees to become or remain Participants hereunder;
3. To compute the amounts necessary or desirable to be contributed to the Plan;
4. To compute the amount and kind of benefits to which a Participant or Beneficiary shall be entitled under the Plan and to direct the Vendor with respect to all disbursements under the Plan, and, when requested by the Vendor, to furnish the Vendor with instructions, in writing, on matters pertaining to the Plan and the Vendor may rely and act thereon;
5. To maintain all records necessary for the administration of the Plan;
6. To prepare and file such disclosures and tax forms as may be required from time to time by the Secretary of Labor or the Secretary of the Treasury;
7. To furnish each Employee, Participant, or Beneficiary such notices, information, and reports under such circumstances as may be required by law; and
8. To periodically review the performance of each service provider and all other relevant parties to ensure such individuals' obligations under the Plan are performed in a manner that is acceptable under the Plan and applicable law.

D. The Plan Administrator shall have all of the powers necessary or appropriate to accomplish their duties under the Plan, including, but not limited to, the following:

1. To appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator;
2. To appoint and retain counsel, specialists, or other persons as the Plan Administrator deems necessary or advisable in the administration of the Plan;
3. To resolve all questions of administration of the Plan;
4. To establish such uniform and nondiscriminatory rules which it deems necessary to carry out the terms of the Plan;
5. To make any adjustments in a uniform and nondiscriminatory manner which it deems necessary to correct any arithmetical or accounting errors which may have been made for any Plan Year;
6. To correct any defect, supply any omission, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; and
7. To change the Vendors and/or Funding Vehicles (and the investment options available under the Funding Vehicles) which are authorized by the Employer for use under the Plan for future allocations to the extent permitted by the Individual Agreements.

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7.04 EXPENSES AND COMPENSATION

All reasonable expenses of administration, including, but not limited to, those involved in retaining necessary professional assistance, may be paid from the assets of the Funding Vehicles, subject to the Individual Agreements. Alternatively, the Employer may, in its discretion, pay any or all such expenses. Pursuant to uniform and nondiscriminatory rules that the Plan Administrator may establish from time to time, and subject to the Individual Agreements, administrative expenses and expenses unique to a particular Participant or group of Participants may be charged to the Individual Account of such Participant or may be assessed against terminated Participants even if not assessed against active Participants (subject to rules promulgated by the IRS), or the Plan Administrator may allow Participants to pay such fees outside of the Plan. The Employer shall furnish the Plan Administrator with such clerical and other assistance as the Plan Administrator may need in the performance of its duties.

7.05 INFORMATION FROM EMPLOYER

To enable the Plan Administrator to perform its duties, the Employer shall supply complete, accurate, and timely information to the Plan Administrator (or its designated agents) on all matters relating to the Compensation of all Participants; their regular employment; retirement, death, Disability, or Severance from Employment; and such other pertinent facts as the Plan Administrator (or its agents) may require. The Plan Administrator shall advise the Vendor of the foregoing facts as may be pertinent to the Vendor's duties under the Plan. The Plan Administrator (or its agents) is entitled to rely on such information as is supplied by the Employer and shall have no duty or responsibility to verify such information. Such information, including authorizations and directions, may be exchanged among the Employer, the Plan Administrator, the Vendor, or its agents through electronic, telephonic, or other means (including, for example, through the Internet) pursuant to applicable servicing arrangements in effect for the Plan.

7.06 PLAN AMENDMENTS

A. Right of Adopting Employer to Amend the Plan – The Adopting Employer reserves the right to replace the Plan in its entirety by adopting another retirement plan which the Adopting Employer designates as a replacement plan or to amend the Plan by changing options previously selected in the Adoption Agreement.

B. Limitation On Power To Amend – No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accumulated benefit. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Individual Account with respect to benefits attributable to service before the amendment shall be treated as reducing an accumulated benefit.

C. Amendment Of Vesting Schedule – If the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the Vested percentage (determined as of such date) of such Employee's Individual Account derived from Employer Contributions or Matching Contributions will not be less than the percentage computed under the Plan as of that date without regard to such amendment.

If the vesting schedule of a Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the Vested percentage (determined as of such date) of such Employee's Individual Account derived from Employer Contributions or Matching Contributions will not be less than the percentage computed under the Plan without regard to such amendment.

7.07 PLAN MERGER OR CONSOLIDATION

If provided for in the Adoption Agreement, and subject to the Individual Agreements, in the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of such Plan to, any other plan, each Participant shall be entitled to receive benefits immediately after the merger, consolidation, or transfer (if the Plan had then terminated) which are equal to or greater than the benefits they would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

7.08 METHOD AND PROCEDURE FOR TERMINATION

The Plan may be terminated by the Adopting Employer at any time by appropriate action of its managing body. Such termination shall be effective on the date specified by the Adopting Employer. Written notice of the termination and effective date thereof shall be given to the Vendors, Plan Administrator, and the Participants and Beneficiaries of deceased Participants. Until all of the Plan assets (including annuity contracts, if applicable) have been distributed, the Adopting Employer must keep the Plan in compliance with current laws and regulations by making appropriate amendments to the Plan and by taking such other measures as may be required. Upon termination of the Plan, the balance of the Individual Accounts of each Participant will be distributed in a lump sum or by delivery of a fully paid annuity contract, as permitted by Treasury Regulation 1.403(b)-10(a). Distribution is permitted only if the Employer and the Related Employers do not make contributions to any Funding Vehicles that are not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the Plan. An exception to that requirement may apply as described in Treasury Regulation 1.403(b)-10(a).

7.09 CONTINUANCE OF PLAN BY SUCCESSOR EMPLOYER

Notwithstanding the preceding Plan Section 7.08, a successor of the Adopting Employer may continue the Plan and be substituted in the place of the present Adopting Employer. The successor and the present Adopting Employer must execute a written instrument authorizing such substitution, and the successor shall amend the Plan in accordance with Plan Section 7.06.

7.10 STATE COMMUNITY PROPERTY LAWS

The terms and conditions of this Plan shall be applicable without regard to the community property laws of any state.

7.11 HEADINGS

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

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7.12 GENDER AND NUMBER

Whenever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and whenever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

7.13 GENERAL UNDERTAKING OF ALL PARTIES

All parties to this Plan and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents and papers which may be necessary or desirable for the carrying out of this Plan and any of its provisions.

7.14 AGREEMENT BINDS HEIRS, ETC.

This Plan shall be binding upon the heirs, executors, administrators, successors, and assigns, as those terms shall apply to any and all parties hereto, present and future.

7.15 INALIENABILITY OF BENEFITS

No benefit or interest available under the Plan will be subject to assignment or alienation, either voluntarily or involuntarily. Notwithstanding any provision of the Plan to the contrary, a distribution to an Alternate Payee under a Qualified Domestic Relations Order shall be permitted even if the Participant affected by such order is not otherwise entitled to a distribution, and even if such Participant has not attained the earliest retirement age as defined in Code Section 414(p).

Generally, a Domestic Relations Order cannot be a Qualified Domestic Relations Order until January 1, 1985. However, in the case of a Domestic Relations Order entered before January 1, 1985, the Plan Administrator:

1. shall treat such order as a Qualified Domestic Relations Order if the Plan Administrator is paying benefits pursuant to such order on January 1, 1985, and
2. may treat any other such order entered before January 1, 1985, as a Qualified Domestic Relations Order even if such order does not meet the requirements of Code Section 414(p).

SECTION EIGHT: EMPLOYER SIGNATURE

Section Eight of the Plan Adoption Agreement must contain the signature of an authorized representative of the Adopting Employer evidencing the Employer's agreement to be bound by the terms of the Basic Plan Document and Adoption Agreement.

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