

RESOLUTION

**RESTATEMENT OF UNIVERSITY OF SOUTH ALABAMA
SUPPLEMENTARY RETIREMENT PLANS**

WHEREAS, the University of South Alabama currently has two 403(b) retirement plans, the University of South Alabama Tax Deferred Annuity Plan, last amended in 2010, and the University of South Alabama Matching Plan, last restated in 2008, and

WHEREAS, merging the two 403(b) plans into one plan will allow for administrative economy with no adverse impact on the purpose of such a retirement plan, and

WHEREAS, the University of South Alabama, in 2004, authorized the establishment of a 401(a) Money Purchase Pension Plan, which was restated to comply with the administrative requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001, said restatement having been submitted to and approved in September of 2012 by the Internal Revenue Service, conditioned upon the adoption of the restated plan,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby approves the merging of the two aforementioned 403(b) retirement plans into one plan which is attached hereto and named the University of South Alabama 403(b) Plan and authorizes the President of the University or other University Contract Officer to sign the plan adoption agreement, and

BE IT FURTHER RESOLVED, the Board of Trustees of the University of South Alabama hereby approves and adopts the attached Restated 401(a) Money Purchase Pension Plan, as submitted to and approved by the Internal Revenue Service, and authorizes the President of the University or other University Contract Officer to sign the plan document.



REC'D
OFFICE OF THE PRESIDENT

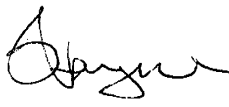
UNIVERSITY OF SOUTH ALABAMA
Vice President for Financial Affairs
AD 170

NOV 28 2012

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

TO: President V. Gordon Moulton

FROM: M. Wayne Davis 

SUBJECT: Amendments to Supplementary Retirement Plans

DATE: November 28, 2012

The University has four supplementary retirement plans as listed below:

1. Section 403(b) plan (University of South Alabama Matching Plan) - This was originally funded as an employee/employer matching plan on up to three percent of salary for employees who were hired before October 1, 2009. Eligibility was limited to tenured faculty and management personnel. Employees hired October 1, 2009, or later, as well as eligible employees who did not elect to participate before October 1, 2009, are not eligible for this matching plan. Last year, the University's contribution was \$984,000, and this amount will gradually reduce and eventually disappear as employees transition to retirement or other employment.
2. Section 403(b) plan (University of South Alabama Tax-Deferred Annuity Plan) for employee-only optional contributions
3. Section 457(b) plan (University of South Alabama 457(b) Deferred-Compensation Plan)
4. Section 401(a) plan (University of South Alabama Money Purchase Pension Plan)

First, we request approval to combine the two 403(b) plans. By combining these two plans the University will save approximately \$5,000 per year in administrative costs.

Second, we request approval and adoption of the restated 401(a) plan in compliance with the administrative requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001.

There is no cost to the University for these changes. With your concurrence, this item, along with a resolution for approval of the above requests, will be placed on the agenda for the Board of Trustees meeting on December 6, 2012.

MWD/cbm

UNIVERSITY OF SOUTH ALABAMA

401(a) Money Purchase Pension Plan

As Amended and Restated
Effective January 1, 2008

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ARTICLE 1. Definitions

Section 1.1 Accumulation Account means the separate account established for each Participant under the Plan.

Section 1.2 Annual Compensation Limit shall mean the limit for contributions to a 401(a) Plan set forth in Code Section 401(a) (17), as the same is adjusted from year to year.

Section 1.3 Annuity Starting Date shall mean (i) the first day of the first period for which an amount is payable as an annuity, or (ii) in the case of a benefit not payable in the form of an annuity, the first day in which all events have occurred which entitle the Participant to such benefit.

Section 1.4 Balance shall mean, with respect to an Accumulation Account at any time, the dollar amount of the balance of such Accumulation Account determined as of the preceding Quarter End, increased by the amount or amounts, if any, credited to such Accumulation Account pursuant to the terms of the Plan since such preceding Quarter End and reduced by the amount of any distributions made and any other amount or amounts, if any, charged to and removed from such Accumulation Account pursuant to the terms of the Plan since such preceding Quarter End.

Section 1.5 Beneficiary(ies) "Beneficiary" means the individual, institution, trustee, or estate designated by the Participant to receive benefits on the death of the Participant.

Section 1.6 Board means the Institution's Board of Trustees.

Section 1.7 Code means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code includes not only the section, but any comparable section or sections of any future legislation that amends, supplements, or supersedes the section.

Section 1.8 Compensation means wages paid to a Participant by the Institution that must be reported as wages on the Participant's W-2 Form. "Compensation" includes those wages that are not included in the Participant's gross income due to Participant participation in an IRC Section 125, 132(f)(4), 401(k), 403(b) elective deferral plan, 414(h)(1)(B), 414(h)(2), or 457 salary reduction agreement.

Notwithstanding any other stated Plan provision to the contrary, the annual compensation to be considered for each 401(a) Plan Participant shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit for Plan Year 2004 is \$205,000. The annual compensation limit will be adjusted by the Commissioner of the Internal Revenue Service for increases in the cost-of-living and will be consistent with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Notwithstanding the foregoing, Compensation for all applicable purposes under the Plan of Section 415 of the Code (“415 Compensation”) shall be adjusted for the following types of compensation paid after a Participant’s severance from employment with the Employer (or any other entity that is treated as the Employer pursuant to Sections 414(b), (c), (m) or (o) of the Code): regular pay, leave cashouts, and deferred compensation, salary continuation payments for military service Participants, and salary continuation payments for disabled Participants. However, leave cashouts and deferred compensation as described below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 ½ months after severance from employment or by the end of the Limitation Year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Section 415(c)(3) of the Code, even if payment is made within the time period specified above.

With regard to regular pay, 415 Compensation shall include regular pay after severance of employment if: (1) the payment is regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

With regard to leave cashouts and deferred compensation, leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant’s severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in 415 Compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant’s severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Institution and only to the extent that the payment is includible in the Participant’s gross income.

With regard to salary continuation for military service Participants, 415 Compensation includes payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Section 414(u)(1) of the Code) to the extent those 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.

With regard to payments for disabled Participants, 415 Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code).

415 Compensation for a Limitation Year shall not include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates.

Section 1.9 Date of Employment or Reemployment means the first day in which an Eligible Employee is paid for the performance of services for the most recent period of service with the Institution. For a faculty member Date of Employment or Reemployment is the date of appointment.

Section 1.10 Direct Rollover shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 1.11 Distributee shall mean an Eligible Employee or former Eligible Employee. In addition, the Eligible Employee's or former Eligible Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

Section 1.12 Effective Date means January 1, 2008 for this amendment and restatement. The original Effective Date of this Plan was January 1, 2004.

Section 1.13 Election Period shall mean with respect to a Participant's election not to receive a Qualified Joint and Survivor Annuity, the 90-day period ending on the Annuity Starting Date. With respect to a Participant's election not to receive a Qualified Preretirement Survivor Annuity, the period which begins on the first day of the Plan Year in which the Participant attains age 35 (or, if later, the date on which the Participant commences participation in the Plan) and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which age 35 is attained, with respect to benefits accrued prior to separation, the Election Period shall begin on the date of separation.

Section 1.14 Eligible Compensation shall mean all such compensation, not in excess of the Annual Compensation Limit that can be utilized for contributions to the University of South Alabama Money Purchase Pension Plan, based upon the limits of Code Section 401(a) (17), as the same are adjusted from year to year.

Section 1.15 Eligible Employee means the full-time employee holding the office of President of the University of South Alabama, as of January 1, 2004 and any other employee of the Institution approved by the Institution. The term Eligible Employee shall not include self-employed individuals, as defined by Section 401(c)(1) of the Code.

Section 1.16 Eligible Retirement Plan shall mean an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

Section 1.17 Eligible Rollover Distribution shall mean any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the

extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities); and, effective for distributions on after January 1, 1999, any hardship distribution described in Section 401(k)(2)(B)(IV) of the Code.

Section 1.18 Funding Vehicles means a tax deferred annuity, fixed or variable in nature or a combination thereof, or a mutual fund issued for the purpose of funding accrued benefits under the 401(a) Plan, which annuity contracts are described in Section 401(g) of the IRC.

Section 1.19 Institution or Employer means the University of South Alabama, which is an agency and instrumentality of the State of Alabama.

Section 1.20 Institution Contribution or Employer Contribution means contributions made by the Institution under this Plan.

Section 1.21 Limitation Year means the calendar year. The Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

Section 1.22 Normal Retirement Age means age 65.

Section 1.23 Normal Retirement Date shall mean for any Participant the first day of the month in which such Participant attains age 65.

Section 1.24 Participant means any Eligible Employee of the Institution who participates in the Plan in accordance with Article 2.

Section 1.25 Plan means the Institution's 401(a) Money Purchase Pension Plan as set forth in this document.

Section 1.26 Plan Administrator means the Institution as more particularly described in Section 6.1.

Section 1.27 Plan Entry Date means the first day after the date that the employee has met the participation requirements set forth in Article 2.

Section 1.28 Plan Year means the calendar year.

Section 1.29 Qualified Election shall mean an election in writing signed by the Participant and filed with the Plan Administrator waiving the Qualified Joint and Survivor Annuity or the Qualified Preretirement Survivor Annuity during the Participant's Election Period. No such election shall become effective unless the Participant's Spouse has consented in writing to such election (including, if applicable, the identity of any Beneficiary designated by the Participant) and the Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public. Unless it is established to the satisfaction of the Plan representative that the consent required may not be obtained because the Spouse

cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe. A Qualified Election may be revoked by the Participant in writing, without consent of a Spouse, at any time during the applicable Election Period. A Participant may make any number of Qualified Elections and revocations thereof.

Section 1.30 Qualified Joint and Survivor Annuity shall mean an annuity for the life of a Participant with a survivor annuity for the life of the Participant's Spouse which is one-half of the annuity payments during the joint lives of the Participant and the Participant's Spouse. In the case of a Participant who does not have a Spouse, the term Qualified Joint and Survivor Annuity shall mean an annuity for the life of the Participant.

Section 1.31 Qualified Preretirement Survivor Annuity shall mean an annuity for the life of the Participant's surviving Spouse, the actuarial equivalent of which is not less than 50% of the Balance of the Participant's Accumulation Accounts as of the date of death.

Section 1.32 Quarter End shall mean the last day of each calendar quarter, namely March 31, June 30, September 30 and December 31, commencing with December 31, 2004.

Section 1.33 Spouse shall mean the spouse to whom a Participant is married as of the earlier of the date payment of the benefit due the Participant is paid or commences to be paid or the date of the Participant's death.

Section 1.34 Required Beginning Date shall mean April 1 following the later of (i) the calendar year in which the Participant attains age 70 ½, and (ii) the calendar year in which the Participant separates from service.

Section 1.35 Year End shall mean December 31 of each Plan Year.

ARTICLE 2.
Eligibility for Participation

Section 2.1 Participation. All eligible employees will begin participation in this Plan on the Plan Entry Date during the first Plan Year beginning on or after the Effective Date.

If an individual is classified as an independent contractor or leased employee during any period of providing services to the Institution, such individual will be deemed to be in an ineligible class of employees for purposes of the Plan during such period, even if the individual is determined to be a common law employee during such period pursuant to a government audit or litigation.

Section 2.2 Notification. The Institution will notify each Eligible Employee in writing of eligibility to participate in the Plan. Each Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which from time to time may be adopted, including the terms, provisions and conditions of any Funding Vehicle(s) to which Employer Contributions have been applied.

Section 2.3 Reemployment. A Participant shall resume participation in the Plan immediately upon reemployment provided that he/she meets the qualifications set forth in Section 2.1 of Article 2.

Section 2.4 Return to Eligible Class. In the event a Participant is no longer a member of an eligible class of employees and becomes ineligible to participate, such employee will participate immediately upon returning to an eligible class of employee.

Section 2.5 Termination of Participation. A Participant will continue to be eligible for the Plan until one of the following conditions occur:

- (a) he or she retires or is separated from employment as an Eligible Employee;
- (b) the Plan is terminated;
- (c) he or she elects phased retirement.

ARTICLE 3. Employer Contributions

Section 3.1 Contributions. For each Plan Year beginning on and after January 1, 2004, the Institution shall contribute to the Plan for those Eligible Employees who have become Participants pursuant to Article 2 hereof an amount equal to twenty-five percent (25%) of such Participant's Compensation.

Employer Contributions are considered to be credited to Participants no later than the next business day following the day for which the Employer Contributions are made.

The Annual Compensation Limit will be adjusted by the Commissioner of the Internal Revenue Service for increases in the cost-of-living and will be consistent with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Section 3.2 Allocation of Contributions. Employer Contributions shall be invested in the Investment Funds selected by a Participant, in accordance with the procedures established by the Plan Administrator as soon as practicable upon receipt of such Employer Contributions. Employer Contributions may be allocated by the Participant to one or more Investment Funds in whole number percentages.

Section 3.3 Participant Statements. At least once a year the Fund Sponsors to whom the Participant has allocated contributions will send the Participant a report summarizing the status of that portion of his or her Accumulation Account with that Fund Sponsor.

Section 3.4 Limitations. Notwithstanding anything to the contrary contained in this Plan, the obligation of the Institution to make contributions is subject to the provisions relating to the amendment and termination of the Plan. However, no amendment or termination will affect any obligation of the Institution to make contributions with respect to Compensation earned by Participants prior to the date of amendment or termination.

Section 3.5 Maximum Employer Contributions. Notwithstanding anything contained in this Plan to the contrary, the total Employer Contributions made for any Participant for any year will not exceed the amount permitted under Section 415 of the Code ("Maximum Annual Additive"). The limitations of Code Section 415 are hereby incorporated by reference.

For the purpose of calculating the limits of Code Section 415, compensation means 415 Compensation (as described in Section 1.6). Notwithstanding anything in the Plan to the contrary, the Maximum Annual Addition for purposes of Code Section 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to the Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments

only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a court-approved settlement to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan).

The Maximum Annual Addition for purposes of Code Section 415 shall not include: (1) the direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code Sections 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a Participant from the Plan; and (4) repayments of amounts described in Code Section 411(a)(7)(B) (in accordance with Code Section 411(a)(7)(C)) and Code Section 411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code Section 414(d)) as described in Code Section 415(k)(3), as well as Institution restorations of benefits that are required pursuant to such repayments.

Institution contributions are treated as credited to a participant's account for a particular Limitation Year only if the contributions are actually made to the plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the employer keeps its books) with or within which the particular Limitation Year ends.

Compensation shall include any elective deferral (as defined in Section 402(g)(3) of the Code) and any amount which is contributed or deferred by the Institution at the election of the Participant and which is not includible in the gross income of the Participant by reason of Sections 125, 132(f)(4) or 457 of the Code.

Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code Section 415) are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final Section 415 regulations.

To the extent permitted by Section 415 of the Code and the regulations promulgated thereunder, if the Institution Contributions exceed the Maximum Annual Addition, the excess amounts will be held unallocated in a suspense account and will be applied to reduce Institution Contributions in succeeding Limitation Years.

For purposes of applying the limitations of Code Section 415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the Institution (or a "predecessor employer") under which the participant receives annual additions are treated as one defined contribution plan. The "Institution" means the Institution and all members of a controlled group or an affiliated service group that includes the Institution (within the meaning of Code Sections 414(b), (c), (m) or (o)), except that for purposes of this Section, the determination shall be made by applying Code Section 415(h), and shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this Section:

(1) A former employer is a "predecessor employer" with respect to a participant in a plan maintained by the Institution if the Institution maintains a plan under which the participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the Institution and predecessor employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

(2) With respect to the Institution, a former entity that antedates the Institution is a "predecessor employer" with respect to the participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

For purposes of aggregating plans for Code Section 415, a "formerly affiliated plan" of an employer is taken into account for purposes of applying the Code Section 415 limitations to the employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

Two or more defined contribution plans that are not required to be aggregated pursuant to Code Section 415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code Section 415 with respect to a participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no annual additions are credited to the participant's account after the date on which the plans are required to be aggregated.

If the Maximum Annual Addition is exceeded because the Participant is also participating in another Plan required to be aggregated with this Plan for Section 415 of the Code, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the Employer in a manner as to maximize the aggregate benefits payable

to the Participant from all plans. If the reduction is under this Plan, the Institution will advise affected Participants of any additional limitation on their annual contributions required by this paragraph.

ARTICLE 4.
Vesting

All Employer Contributions shall be fully vested and non-forfeitable when such Employer Contributions are made.

ARTICLE 5. Benefits

Section 5.1 Normal Retirement. If a Participant ceases to be an Eligible Employee on or after his Normal Retirement Date, all Accumulation Accounts maintained for him at the date he ceases to be an Eligible Employee shall be consolidated into a single Accumulation Account, the Balance of which shall be paid to such Participant as his benefit hereunder in accordance with the provisions of Section 5.5 hereof. Payment of such benefit shall be made or commenced as promptly as reasonably practicable after the end of the Plan Year in which such Participant ceases to be an Eligible Employee on or after his Normal Retirement Date.

Section 5.2 Total and Permanent Disability. If, while an Eligible Employee, a Participant shall become totally and permanently disabled, he shall be retired for disability under the Plan. All Accumulation Accounts maintained for him at the date he ceases to be an Eligible Employee shall be consolidated into a single Accumulation Account, the Balance of which shall be paid to such Participant as his benefit hereunder in accordance with the provisions of Section 5.5 hereof. Payment of such benefit shall be made or commenced as promptly as reasonably practicable after the Plan Administrator has accepted and approved the medical evidence of such total and permanent disability.

Total and permanent disability shall mean a physical or mental impairment which, in the judgment of the Plan Administrator, based upon medical reports and other evidence acceptable to the Plan Administrator, prevents an Eligible Employee (presumably on a permanent basis) from satisfactorily performing either his usual and normal duties for the Employer or the duties of such other position or job which the Employer makes available to him and for which such Eligible Employee is qualified by reason of his training, education or experience. In determining whether a Participant has become totally and permanently disabled, the Plan Administrator shall require such medical proof as it, in its discretion, may deem appropriate, which proof may include the certificate of one or more licensed physicians selected by the Plan Administrator that the Participant has become totally and permanently disabled as provided herein. If such disability was a direct result of any criminal or other illegal act of the Participant, then the Participant shall not be considered totally and permanently disabled under the terms of this Plan.

Section 5.3 Death.

(a) If a Participant shall die while he is an Eligible Employee, such Participant's Beneficiary shall have a 100% vested interest in all Accumulation Accounts maintained for the Participant at the date of his death. If such Participant is survived by a Spouse and the Participant has not made a Qualified Election during the applicable Election Period, such benefit shall be paid to the surviving Spouse in the form of a Qualified Preretirement Survivor Annuity, the actuarial equivalent of which is not less than 50% of the Participant's Accumulation Account as of the date of the Participant's death and which the Spouse may elect to have immediately distributed; provided, however, that such Spouse may elect to receive such benefits in one of the forms specified in subparagraph (i) or (ii) below rather than in the form of a Qualified Preretirement Survivor Annuity. The remainder of the death benefits or, if the

Participant has made a Qualified Election, the entire amount of such death benefit shall be paid to the Beneficiary of the Participant in one of the following forms as the Beneficiary may elect:

- (i) in a lump sum; or
- (ii) in annual, semi-annual, quarterly, or monthly installments over a period not in excess of ten years.

The amount of each such installment payment shall be equal to the result obtained by dividing the Balance of the Accumulation Account immediately prior to payment of such installment by the number of installments then remaining to be paid.

Such an election may be effected by filing with the Plan Administrator a written instrument in such form as the Plan Administrator may prescribe prior to the date payment of such benefit is made or commenced. Payment of such benefit shall be made or commenced as promptly as practicable after such Participant's death.

Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) Within the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year immediately preceding the Plan Year in which the Participant attains age 35, the Plan Administrator shall provide the Participant with a written explanation of:

- (i) the terms and conditions of the Qualified Preretirement Survivor Annuity;
- (ii) the Participant's right to make a Qualified Election not to have his death benefit distributed in the form of a Qualified Preretirement Survivor Annuity and the effect of such a Qualified Election;
- (iii) the right of the Spouse to consent to the Qualified Election; and
- (iv) the Participant's right to revoke the Qualified Election and the effect of such a revocation.

If a Participant becomes a Participant after the first day of the Plan Year in which he attains age 32, the Plan Administrator shall provide such Participant with such notice no later than the day of the second Plan Year following the date on which such Participant became a Participant.

Section 5.4 Other Cessation of Employment. If a Participant ceases to be an Eligible Employee under circumstances other than those described in Section 5.1, Section 5.2 or Section 5.3, payment of the benefit, if any, to which such Participant is entitled shall be paid, or

commenced to be paid, to him in accordance with the provisions of Section 5.5 hereof as promptly as reasonably practicable after the Quarter End of the Plan Year in which the Participant ceases to be an Eligible Employee.

Section 5.5 Form of Benefit Payment.

(a) Subject to the provisions set forth in subsection (b) of this Section 5.5, payment of the benefit to which a Participant has become entitled pursuant to the provisions of Section 5.1, Section 5.2, Section 5.3, or Section 5.4 hereof shall be made by applying the Participant's interest in the Accumulation Account maintained for such Participant to purchase from an insurance company licensed to do business in the State of Alabama an annuity contract providing for payment of a Qualified Joint and Survivor Annuity.

(b) A Participant who has become entitled to a benefit pursuant to the provisions of Section 5.1, Section 5.2, Section 5.3, or Section 5.4 hereof may, at any time during his Election Period, make a Qualified Election to have his benefit paid in a lump sum or in annual, semi-annual, quarterly, or monthly installments over a period not in excess of ten years instead of the form specified in subsection (a) above. If a Participant elects to have his benefit paid in installments, the amount of each such installment payment shall be equal to the result obtained by dividing the Balance of the Accumulation Account immediately prior to payment of such installment by the number of installments then remaining to be paid. Such election shall be made by executing and filing with the Plan Administrator a written instrument in such form as the Plan Administrator may prescribe or approve at any time during the Participant's Election Period. No such election shall become effective unless if the Participant has a Spouse at the date payment of his benefit is to commence, the Spouse has consented in writing to such election (including, if applicable, the identity of any Beneficiary designated by the Participant) and the Spouse's consent acknowledges the effect of such election and is witnessed by a Plan representative or a notary public, unless it is established to the satisfaction of the Plan representative that the consent required may not be obtained because the Spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulation prescribe.

(c) The Plan Administrator shall at least 90 days prior to the Participant's Election Period provide the Participant with a written explanation of

- (i) the terms and conditions of the Qualified Joint and Survivor Annuity;
- (ii) the Participant's right to make, and the effect of, an election under this paragraph (b) to have his benefit provided in an alternative form;
- (iii) the rights of the Participant's Spouse under this paragraph (b); and
- (iv) the right to make, and the effect of, a revocation of an election under this paragraph (b).

Section 5.6 Death of Participant Prior to Receipt of Benefit. In the event of the death of a Participant after he has become entitled to receive a benefit hereunder and prior to the

distribution to such Participant of his benefit, such benefit shall be paid to such Participant's Beneficiary as provided in Section 5.3 hereof; provided, however, that if payment is not made in the form of a Qualified Preretirement Survivor Annuity pursuant to Section 5.3 hereof, payment of the entire amount of such Participant's benefit must be distributed within five (5) years after the death of the Participant, except that:

(a) If any portion of the Participant's benefits are payable to or for the benefit of a Beneficiary and distribution commences to such Beneficiary within one year after the Participant's date of death (or such date as may be prescribed in regulations issued by the Secretary of the Treasury) then such benefits of the Beneficiary may be distributed over the life of such Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary.

(b) If the deceased Participant's Beneficiary is his Spouse, benefits in accordance with subparagraph (a) above may commence on the date that the Participant would have attained age 70-1/2, and if the Spouse dies before such distributions begin, this section shall be applied as if the Spouse was the Participant.

(c) Any amount paid to a minor shall be treated as if it had been paid to the Spouse if such amount becomes payable to the Spouse upon such minor reaching majority.

In the event that the distribution of a Participant's benefit has commenced prior to his death, the remaining benefit shall be distributed to the Participant's Beneficiary at least as rapidly as under the method of distribution being employed at the Participant's death.

Section 5.7 Beneficiary.

(a) The Beneficiary of a Participant who is married at the date of his death shall be the Participant's Spouse unless

(i) the Participant has designated a person or persons (including a trust or a Participant's estate) other than his Spouse as his Beneficiary by written notice filed with the Plan Administrator in a form satisfactory to the Plan Administrator;

(ii) the Spouse of the Participant has consented in writing to such designation and has acknowledged the effect of such designation; and

(iii) the Spouse's consent to such designation and acknowledgment of the effect of such designation is witnessed by a Plan representative or a notary public.

(b) The Beneficiary of a Participant who is not married at the date of his death shall be the person or persons (including a trust or a Participant's estate) last designated by the Participant by written notice filed with the Plan Administrator which designation may be changed from time to time by the Participant by written notice filed with the Plan Administrator in a form satisfactory to the Plan Administrator.

Section 5.8 Administrative Delay. If, on the date payment of a benefit, or an installment thereof, is due, the Balance of a Participant's or Beneficiary's Accumulation Account

cannot be determined because the appropriate allocations to such Accumulation Account as of the preceding Year End have not been completed, payment of such benefit, or installment thereof, shall be deferred until such allocations have been completed and shall be made as promptly as practicable thereafter.

Section 5.9 Required Distributions.

(a) Notwithstanding the foregoing provisions hereof, under no circumstances shall payment of the benefit due a Participant be made or commenced later than the Participant's Required Beginning Date in accordance with the applicable requirements of Section 401(a)(9) of the Code and the Treasury Regulation promulgated with respect to benefits thereto.

(b) If such a Participant continues service as an Eligible Employee beyond such date, any additional amounts which may be credited to his Accumulation Account after said date shall be distributed on or before December 31 of the calendar year following the calendar year as of which such amounts were credited to such Accumulation Account.

Section 5.10 Compliance with Section 414(u) of the Code. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

ARTICLE 6. Administration

Section 6.1 Plan Administrator. The Institution, located at Office of the Vice President for Financial Affairs, Administration Building, Room 338, Mobile, AL, 36688, is the administrator of this Plan and is responsible for enrolling Participants and for performing other duties required for the operation of the Plan.

Section 6.2 Authority of the Institution. The Institution, by action of its Board or Board designee, may designate a person or persons other than the Institution to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing. The Institution has all the powers and authority expressly conferred upon it herein and further has the discretionary and final authority to determine all questions concerning eligibility and contributions under the Plan, including any uncertain terms and to resolve any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Institution shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Institution will at all times exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Institution may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties.

Section 6.3 Action of the Institution. Any act authorized, permitted, or required to be taken by the Institution under the Plan, which has not been delegated in accordance with Section 6.2, may be taken by the members of the Board as indicated or required by the bylaws of the Board. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Institution under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (ii) a person who becomes authorized to act for the Institution in accordance with the provisions of Section 6.2. Any action taken by the Institution which is authorized, permitted, or required under the Plan and is in accordance with Funding Vehicle's contractual obligations, is final and binding upon the Institution, all persons who have or who claim an interest under the Plan, and third parties dealing with the Institution.

Section 6.4 No reversion. Under no circumstances or conditions will any contributions of the Institution revert to, be paid to or inure to the benefit of, directly or indirectly the Institution. However, if Employer Contributions are made by the Institution by mistake of fact, these contributions may be returned to the Institution within one year of the date that the mistake of fact is discovered.

Section 6.5 Relationship of Federal and State Law. The Plan is intended to satisfy the applicable requirements of Section 401(a) of the Code that apply to government plans as defined in Section 414(d) including regulations and other authoritative pronouncements. To the extent not governed by the provisions of the Code or other federal laws, the Plan shall be administered and interpreted in accordance with the law of the State of Alabama.

ARTICLE 7.
Funding Vehicles

Section 7.1 Investment of Plan Contributions. Plan Contributions must be invested in one or more Funding Vehicles of the Sponsoring Organizations and any other Funding Vehicles for the Plan that the Employer makes available to Participants.

Section 7.2 Funding Vehicles. Plan Contributions are invested in one or more Funding Vehicles available to Participants under the University of South Alabama's 401(a) Plan. The Fund Sponsors are:

- (a) Teachers Insurance and Annuity Association (TIAA)

TIAA Group Retirement Annuity (GRA)

Traditional Annuity
Real Estate Account

- (b) College Retirement Equities Fund (CREF)

CREF Group Retirement Unit-Annuity (GRA)

Stock Account
Money Market Account
Bond Market Account
Social Choice Account
Global Equities Account
Growth Account
Equity Index Account
Inflation-Linked Bond Account

TIAA-CREF International Equity Fund
TIAA-CREF Growth and Income Fund
TIAA-CREF Social Choice Equity Fund
TIAA-CREF S&P 500 Index Fund
TIAA-CREF Real Estate Securities Fund
TIAA-CREF Large-Cap Value Fund
TIAA-CREF Mid-Cap Value Fund
TIAA-CREF Mid-Cap Growth Fund
TIAA-CREF Small-Cap Equity Fund

Section 7.3 Fund Transfers. Subject to a Funding Vehicle's rules for transfers and in accordance with the provisions of the Code for maintaining the tax deferral of the Accumulation Account(s), a Participant may transfer funds accumulated under the Plan among the Plan's approved Funding Vehicles to the extent permitted by the Funding Vehicles.

ARTICLE 8. Claims Procedures

Section 8.1 Claims for Benefits. It shall not be necessary for a Participant or Beneficiary who has become entitled to receive a benefit hereunder to file a claim for such benefit with any person as a condition precedent to receiving a distribution of such benefit. However, any Participant or Beneficiary who believes that he has become entitled to a benefit hereunder and who has not received, or commenced receiving, a distribution of such benefit, or who believes that he is entitled to a benefit hereunder in excess of the benefit which he has received, or commenced receiving, may file a written claim for such benefit with the Plan Administrator at any time on or prior to the end of the Plan Year next following the Plan Year in which he allegedly became entitled to receive a distribution of such benefit. Such written claim shall set forth the Participant's or Beneficiary's name and address and a statement of the facts and a reference to the pertinent provisions of the Plan upon which such claim is based. The Plan Administrator shall, within ninety (90) days (45 days for a claim for benefits on account of disability) after such written claim is filed, provide the claimant with written notice of its decision with respect to such claim. If such claim is denied in whole or in part, the Plan Administrator shall, in such written notice to the claimant, set forth in a manner calculated to be understood by the claimant the specific reason or reasons for denial; specific references to pertinent provisions of the Plan upon which the denial is based; a description of any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the provisions for review of claims set forth in Section 8.2 hereof.

Section 8.2 Review of Claims. A Participant or Beneficiary who had filed a written claim for benefits with the Plan Administrator which has been denied may appeal such denial to the Plan Administrator and receive a full and fair review of his claim by filing with the Plan Administrator a written application for review at any time within sixty (60) days (180 days for a claim for benefits on account of disability) after receipt from the Plan Administrator of the written notice of denial of his claim provided for in Section 8.1 above. A Participant or Beneficiary who submits a timely written application for review, shall be entitled to review any and all documents pertinent to his claim and may submit issues and comments to the Plan Administrator in writing. Not later than sixty (60) days (45 days for a claim for benefits on account of disability) after receipt of a written application for review, the Plan Administrator shall give the claimant written notice of its decision on review, which written notice shall set forth in a manner calculated to be understood by the claimant specific reasons for its decision and specific references to the pertinent provisions of the Plan upon which the decision is based.

Section 8.3 Miscellaneous. Any act permitted or required to be taken by a Participant or Beneficiary by this Article 8 may be taken for and on behalf of such Participant or Beneficiary by such Participant's or Beneficiary's duly authorized representative.

Any claim, notice, application or other writing permitted or required to be filed with or given to a party by this Article 8 shall be deemed to have been filed or given when deposited in the U.S. mail, postage prepaid, and properly addressed to the party to whom it is to be given or with whom it is to be filed. Any such claim, notice, application, or other writing deemed filed or given pursuant to the next foregoing sentence shall, in the absence of clear and

convincing evidence to the contrary, be deemed to have been received on the fifth business day following the date upon which it was filed or given. Any such claim, notice, application or other writing directed to the Plan Administrator shall be deemed properly addressed if addressed as follows:

Plan Administrator Money Purchase Pension Plan
University of South Alabama
Office of the Vice President for Financial Affairs
Administration Building
Room 338
Mobile, Alabama 36688

Any such notice, application, or other writing directed to a Participant or Beneficiary shall be deemed properly addressed if directed to the address set forth in the written claim filed by such Participant or Beneficiary.

ARTICLE 9.
Amendment And Termination

Section 9.1 Amendment and Termination. The Plan may be amended or terminated at any time by the Board or its designee. In the event of a termination of the Plan, the Institution will notify all Participants of the termination. As of the date of termination, all Accumulation Accounts of affected Participants will become nonforfeitable to the extent funded.

Section 9.2 Limitation. Notwithstanding the provisions of the “Amendment and Termination” section above, the following conditions and limitations apply:

(a) No amendment will be made which will operate to recapture for the Institution any contributions previously made under this Plan. However, Employer Contributions made based on a mistake of fact may be returned to the Institution within one year of the date on which the Employer Contribution was made. Also, Employer Contributions made in contemplation of approval by the Internal Revenue Service may be returned to the Institution if the Internal Revenue Service fails to approve the Plan.

(b) No amendment will deprive, take away, or alter any then accrued right of any Participant.

ARTICLE 10. Miscellaneous

Section 10.1 Plan Non-Contractual. Nothing contained in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment with the Institution, and nothing contained in this Plan will be construed as a commitment on the part of the Institution to continue the employment or the rate of compensation of any person for any period, and all Eligible Employees of the Institution will remain subject to discharge to the same extent as if the Plan had never been put into effect.

Section 10.2 Consent. Upon becoming a Participant, a Participant shall be conclusively deemed to have consented to all the terms and conditions of the Plan, as the same may be from time to time amended, and shall be bound thereby with the same force and effect as if he were a party thereto.

Section 10.3 Duty to Furnish Information. Each Participant shall from time to time furnish the Plan Administrator with such information as shall reasonably be required by the Plan Administrator on such form as the Plan Administrator shall from time to time prescribe.

Section 10.4 Claims of Other Persons. The provisions of the Plan will in no event be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right against the Institution, its officers, employees, or directors, except the rights as are specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

Section 10.5 Non-Alienation of Retirement Rights or Benefits. Except to the extent required under applicable law, no benefit under the Plan may, at any time be subject in any manner to alienation, encumbrance, the claims of creditors or legal process. No person will have power in any manner to transfer, assign, alienate or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree or order which establishes the rights of another person to all or a portion of a Participant's benefit under this Plan to the extent that is determined to be a qualified domestic relations order, as defined in Section 414(p) of the Code, or any offset of a Participant's benefits which satisfies the requirements of Section 401(a)(13)(C) of the Code. If any Participant or Beneficiary shall attempt to dispose of his right to any benefit hereunder, or in the event there should be an effort to cease any such benefit by attachment, execution or other legal or equitable process, such right may pass and be transferred, at the discretion of the Plan Administrator or, to such person or persons as may be selected by the Plan Administrator from among the Beneficiaries, if any, theretofore designated by the Participant (if a Participant is involved), or from the spouse, children or other dependents of the Participant or Beneficiary in such shares as the Plan Administrator may appoint. Any appointment so made by the Plan Administrator may be revoked by it at any time and further appointments made by it may include the Participant.

Section 10.6 Exclusive Benefit. The Trust Fund is to be held and maintained for the exclusive purposes of providing the benefits specified herein for Participants and Beneficiaries and defraying reasonable expenses of administering the Plan. No Employer shall have a

beneficial interest in the Trust Fund, and no part of the Trust Fund shall ever revert or be repaid to an Employer, directly or indirectly, except as follows:

If all or any portion of an Employer Contribution has been paid by mistake of fact, such Employer Contribution, or portion thereof, which has been paid by mistake of fact shall be returned to such Employer at any time within one calendar year after the date of payment thereof, upon such Employer's filing a written request therefore with the Plan Administrator.

The Contribution of the Employer made with respect to the first Plan Year ending on or after the date of adoption of the Plan by the Employer is expressly conditioned upon the qualification of the Plan under Section 401 of the Code, and if the Plan does not so qualify, such Contributions shall be returned to the Employer within one (1) year after the date of denial of qualification of the Plan upon the Employer's filing a written request therefore with the Plan Administrator.

The Employer Contribution for each Plan Year is expressly conditioned upon the deductibility of such Employer Contribution for such Plan Year under Section 404 of the Code. If, and to the extent that, the Employer is disallowed a deduction for a contribution, such contribution (to the extent disallowed as a deduction) shall be returned to the Employer within one (1) year after disallowance of such deduction upon the Employer's filing a written request therefore with the Plan Administrator.

Section 10.7 Merger, Consolidation, or Transfers of Plan Assets. The Plan will not be merged or consolidated with any other plan, nor will any of its assets or liabilities be transferred to another plan, unless, immediately after the merger, consolidation, or transfer of assets and liabilities, each Participant would receive a benefit under the Plan that is at least equal to the benefit that he/she would have received immediately prior to a merger, consolidation, or transfer of assets or liabilities assuming in each instance that the Plan had then been terminated.

IN WITNESS WHEREOF, the University of South Alabama has, by action duly taken, caused this Plan to be executed this _____ day of _____, 2012.

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

Employer Identification number 63-0477348
Plan Number MPP1

Specimen Governmental 403(b) Plan Adoption Agreement



EMPLOYER INFORMATION

Name of Adopting Employer University of South Alabama
Address USA Technology and Research Park Bldg III, 307 N University Blvd. Ste 2200
City Mobile State AL Zip 36608-3074
Telephone 251-460-6133 Adopting Employer's Federal Tax Identification Number 630477348
Adopting Employer's Tax Year End (specify month and day) 09/30
Name of Plan University of South Alabama 403(b) Plan
Plan Sequence Number _____ Account Number 150393 & 150395

Related Employers – If the Adopting Employer is part of a group of Related Employers, then such Related Employers will participate in this Plan only if listed on Attachment B, *Related Employer Participation Form*. Additions to or deletions from Attachment B, *Related Employer Participation Form*, do not constitute amendments to this Plan.

SECTION ONE: EFFECTIVE DATES

Complete Part A or B

Part A. ☐ **New Plan Effective Date**

This is the initial adoption of a 403(b) plan by the Adopting Employer.

The Effective Date of the Plan is _____.

NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals (whether or not resulting from automatic enrollment), Nondeductible Employee Contributions, and Mandatory Employee Contributions, however, cannot be made available before the later of the date this Adoption Agreement is signed or the Effective Date for such contributions. Special Effective Dates that apply to these types of contributions or other Plan features, if applicable, are listed on Attachment C, *Special Effective Dates*.

Part B. ☒ **Existing Plan Amendment or Restatement Date**

This is an amendment or restatement of an existing 403(b) plan (a Prior Plan).

The Prior Plan was initially effective on 01/01/1964.

The Effective Date of this amendment or restatement is 12/15/2012.

NOTE: The restatement Effective Date is generally the first day of the Plan Year in which this Adoption Agreement is signed. Notwithstanding the foregoing, Effective Dates for other items are governed by the dates specified in the Basic Plan Document. If Elective Deferrals, Nondeductible Employee Contributions, or Mandatory Employee Contributions are being made available for the first time as a result of this amendment or restatement, these contributions cannot be made available before the later of the date this Adoption Agreement is signed or the special Effective Date listed on Attachment C, *Special Effective Dates*. Special Effective Dates that apply to other Plan features, if applicable, are also listed on Attachment C.

SECTION TWO: ELIGIBILITY

Complete Parts A through E

NOTE: The age and Years of Eligibility Service requirements specified below for Matching Contributions and Employer Contributions will not apply to 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. Eligibility requirements selected for Elective Deferrals will also apply to Nondeductible Employee Contributions if such contributions are permitted in the Plan. Eligibility requirements selected for Employer Contributions will also apply to Mandatory Employee Contributions, if applicable, except as set forth in Adoption Agreement Section Three, Part B.

Part A. Age and Years of Eligibility Service

1. Age Requirement

a. Elective Deferrals

If Elective Deferrals are permitted in Adoption Agreement Section Three, Part A, an Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) unless they are part of an excluded class of Employees as described in Adoption Agreement Section Two, Part C. 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 below for Matching Contributions and Employer Contributions will apply to Elective Deferrals.

b. Matching Contributions and Employer Contributions

If Matching Contributions or Employer Contributions will be made to the Plan, unless they are part of an excluded class of Employees as described in Adoption Agreement Section Two, Part C, the Employee will become a Participant in the Plan for purposes of receiving Matching Contributions or receiving an allocation of any Employer Contributions, as applicable, pursuant to Adoption Agreement Section Three, after attaining age 18.

NOTE: If no age is specified in item (b) above, there will be no age requirement.

2. Years of Eligibility Service Requirement

a. Elective Deferrals

If Elective Deferrals are permitted in Adoption Agreement Section Three, Part A, an Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) unless they are part of an excluded class of Employees as described in Adoption Agreement Section Two, Part C. There is no minimum Years of Eligibility Service an Employee must meet 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 Years of Eligibility Service requirements specified below for Matching Contributions and Employer Contributions will apply to Elective Deferrals.

b. Matching Contributions and Employer Contributions

If Matching Contributions or Employer Contributions will be made to the Plan, unless they are part of an excluded class of Employees as described in Adoption Agreement Section Two, Part C, the Employee will become a Participant in the Plan for purposes of receiving Matching Contributions or receiving an allocation of any Employer Contributions, as applicable, pursuant to Adoption Agreement Section Three, after satisfying the following Years of Eligibility Service requirements (*select one*):

Option 1: ☐ No Years of Eligibility Service required.

Option 2: ☐ After completing _____ consecutive Months of Eligibility Service (*no more than 12*).

Option 3: ☐ After completing _____ Years of Eligibility Service.

Option 4: ☒ Other: Refer to Other Plan Information _____.

NOTE: If no option is selected, Option 1 will apply.

Part B. Employees Employed as of the Effective Date

Will an Employee (other than an Employee who either is part of an excluded class of Employees as described in Adoption Agreement Section Two, Part C or is employed by a Related Employer that does not participate in the Plan) employed as of the Effective Date listed in Adoption Agreement Section One, Part A, who has not otherwise met the age and Years of Eligibility Service requirements listed above be considered to have met those requirements as of the Effective Date and be eligible to become a Participant in the Plan for purposes of receiving Matching Contributions or receiving an allocation of any Employer Contributions, as applicable, made pursuant to Adoption Agreement Section Three (*select one*)?

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: If no option is selected, Option 2 will apply.

Part C. Exclusion of Certain Classes of Employees

1. Elective Deferrals

If Elective Deferrals are authorized in Adoption Agreement Section Three, Part A, all Employees shall be eligible to become Participants in the Plan for purposes of making Elective Deferrals except those Employees who are (*select all that apply*):

☐ Eligible to participate in a Code Section 401(k) plan maintained by the Employer in which Employees may make elective deferrals.

☐ Eligible to participate in another Code Section 403(b) plan maintained by the Employer in which Employees may make elective deferrals.

☐ Eligible to participate in a Code Section 457(b) eligible governmental plan (a deferred compensation arrangement of a governmental entity described in Code Section 457(e) that satisfies the requirements of Code Section 457(b)) maintained by the Employer in which Employees may make elective deferrals.

☐ Non-resident aliens (within the meaning of Code Section 7701(b)(1)(B)) who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).

☒ Students performing services described in Code Section 3121(b)(10) (generally, this refers to students who are enrolled and regularly attending classes offered by the Employer where the Employer is a school, college or university).

☐ Employees who normally work fewer than 20 hours per week (within the meaning of Treasury Regulation 1.403(b)-5(b)(4)(iii)(B)).

2. Matching Contributions and Employer Contributions

All Employees shall be eligible to become Participants in the Plan for purposes of receiving Matching Contributions and receiving an allocation of any Employer Contributions, as applicable, pursuant to Adoption Agreement Section Three, except those Employees who are (*select all that apply*):

☐ Non-resident aliens (within the meaning of Code Section 7701(b)(1)(B)) who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).

☒ Those Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, if retirement benefits were the subject of good faith bargaining and if two percent or less of the Employees who are covered pursuant to that agreement are professionals as defined in Treasury Regulation 1.410(b)-9. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

- ☒ Students performing services described in Code Section 3121(b)(10) (generally, this refers to students who are enrolled and regularly attending classes offered by the Employer where the Employer is a school, college or university).
- ☒ Employees who normally work fewer than 20 hours per week (within the meaning of Treasury Regulation 1.403(b)-5(b)(4)(iii)(B)).
- ☒ Other: *(Describe the classification(s) of Employees that will be excluded from the Plan.)*
See "Other Plan Information" attachment

NOTE: A Related Employer will be excluded from the Plan unless such employer signs Attachment B, Related Employer Participation Form.

Part D. Entry Dates

Employees will enter the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals and/or Nondeductible Employee Contributions, if applicable) as soon as administratively feasible following the Employee's Employment Commencement Date in accordance with Plan Section 2.02(B), unless they are part of an excluded class of Employees selected in Adoption Agreement Section Two, Part C, or they are eligible under another plan of the Adopting Employer that provides for elective deferrals and that satisfies the universal availability requirements under Code Section 403(b)(12) and the corresponding Treasury Regulations. For Matching Contributions, Employer Contributions, and any other types of contributions under the Plan, the Entry Dates selected below will apply after the Employee satisfies all applicable age and Years of Eligibility Service requirements selected in Adoption Agreement Section Two, Part A *(select one)*:

- Option 1:** ☒ Immediately – The day the age and Years of Eligibility Service requirements in Adoption Agreement Section Two, Part A, are satisfied.
- Option 2:** ☐ Monthly – The first day of each month of the Plan Year.
- Option 3:** ☐ Quarterly – The first day of the Plan Year and the first day of the fourth, seventh, and tenth months of the Plan Year.
- Option 4:** ☐ Semi-Annually – The first day of the Plan Year and the first day of the seventh month of the Plan Year.
- Option 5:** ☐ Annually – The first day of the Plan Year.
- Option 6:** ☐ Other *(define Entry Date(s))* _____

NOTE: If no option is selected, Option 1 will apply.

Part E. Eligibility Computation Period

An Employee's Eligibility Computation Period after their initial Eligibility Computation Period shall be *(select one)*:

- Option 1:** ☒ The Plan Year commencing with the Plan Year beginning during their initial Eligibility Computation Period.
- Option 2:** ☐ The 12-consecutive month period commencing on the anniversary of their Employment Commencement Date.

NOTE: If no option is selected, Option 1 will apply.

SECTION THREE: CONTRIBUTIONS
Complete Parts A through E

Part A. Elective Deferrals

1. Authorization of Elective Deferrals

Will Elective Deferrals be permitted under this Plan *(select one)*?

- Option 1:** ☒ Yes *(complete the following)*:

Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals?

Suboption (a): ☒ Yes.

Suboption (b): ☐ No.

NOTE: If no suboption is selected, Suboption (b) will apply.

- Option 2:** ☐ No.

NOTE: If no option is selected, Option 2 will apply. Complete the remainder of Part A only if Option 1 is selected.

2. Catch-up Contributions

a. Age 50 Catch-up Contributions

Will eligible Contributing Participants be permitted to make Age 50 Catch-up Contributions pursuant to Plan Section 3.01(D)(1) *(select one)*?

- Option 1:** ☒ Yes.

- Option 2:** ☐ No.

NOTE: If no option is selected, Option 1 will apply.

b. Special Code Section 403(b) Catch-up Contributions

Will eligible Contributing Participants be permitted to make Special Code Section 403(b) Catch-up Contributions pursuant to Plan Section 3.01(D)(2) if they have 15 years of service (as defined in Plan Section 3.01(D)(2)) with a qualified organization described in Code Section 402(g)(7) *(select one)*?

- Option 1:** ☒ Yes.

- Option 2:** ☐ No.

NOTE: If no option is selected, Option 2 will apply.

3. Automatic Enrollment for Elective Deferrals

a. Authorization of Automatic Elective Deferrals

Will the automatic Elective Deferral enrollment provisions in Plan Section 3.01(E) apply (*select one*)?

Option 1: ☐ Yes, the Automatic Contribution Arrangement (ACA) provisions will apply.

Option 2: ☐ Yes, the Eligible Automatic Contribution Arrangement (EACA) provisions will apply (*complete the following*).

Will the Employer permit withdrawals of Elective Deferrals contributed under an EACA and the earnings attributable to such Elective Deferrals during a Participant's initial 90-day period as described in Plan Section 5.01(A)(4) (*select one*)?

Suboption (a): ☐ Yes.

Suboption (b): ☐ No.

NOTE: If no option is selected, Suboption (a) will apply.

Option 3: ☒ No.

NOTE: If no option is selected, Option 3 will apply. Any elections made on the Adoption Agreement (e.g., the rate of Matching Contributions, or any vesting schedules that apply to such Matching Contributions) will also apply to the ACA or EACA options selected above. This may affect, for example, the total amount of Matching Contributions made by the Employer. If Option 2 is selected, the Plan must include a qualified default investment alternative described in ERISA Section 404(c)(5) and the accompanying Labor Regulations, unless and until such time as this requirement is modified or eliminated by applicable laws and regulations. Complete the remainder of this item 3 only if Option 1 or Option 2 is selected.

b. Employees Subject to Automatic Enrollment

The following Employees will be automatically enrolled in the Plan.

Option 1: ☐ New Employees.

Option 2: ☐ New Employees and current Employees.

NOTE: If no option is selected, Option 1 will apply. Notwithstanding the foregoing, if the EACA provisions are selected in item 3(a) above, Option 2 must be selected (and, if no Option is selected, Option 2 will apply) unless and until final Treasury Regulations under Code Section 1.414(w) permit Option 1 to be applied in conjunction with the EACA provisions of the Plan.

c. Initial Amount of Automatic Elective Deferral

The following percentage or amount of each Eligible Employee's Compensation will be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral if Option 1 or Option 2 was selected in item 3(a) above (*select and complete one*):

Option 1: ☐ _____ Percent.

Option 2: ☐ \$ _____.

NOTE: If no option is selected, Option 1 will apply and three percent of Compensation will be withheld. If the EACA provisions are selected in item 3(a) above, a percentage of Compensation must be designated rather than a dollar amount. If Option 2 is designated above and the Employer elects to apply the EACA provisions by selecting Option 2 under item 3(a) above, three percent of Compensation will be withheld.

d. Automatic Deferral Increases

i. Will Elective Deferrals be increased automatically each year for Employees who are automatically enrolled under item 3(a) above (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

ii. If Option 1 is selected in item (d)(i) above, such increases will occur in the following increments (*select one*):

Option 1: ☐ _____ percent per year up to a maximum of _____ percent.

Option 2: ☐ \$ _____ per year up to a maximum of \$ _____.

Option 3: ☐ Other _____.

NOTE: If no option is selected, Option 1 will apply and annual increases will be made in increments of one percent of Compensation up to a maximum of ten percent of Compensation. If the EACA provisions are selected in item 3(a) above, a percentage of Compensation must be designated rather than a dollar amount.

Part B. Mandatory Employee Contributions

1. Application of Mandatory Employee Contributions

Will Mandatory Employee Contributions be required under this Plan (*select one*)?

Option 1: ☐ Yes (*select one*):

Suboption (a): ☐ as a condition of employment (after meeting the Plan's age and Years of Eligibility Service requirements, as applicable, described in Adoption Agreement Section Two, Part A).

Suboption (b): ☐ as a condition of employment after (*check all that apply*):

☐ Age _____.

☐ _____ Years of Eligibility Service.

NOTE: If no Suboption is selected, Suboption (a) will apply. If Suboption (b) is selected, the Plan's age and Years of Eligibility Service requirements will not apply for purposes of Mandatory Employee Contributions.

Option 2: ☒ No.

NOTE: If no option is selected, Option 2 will apply.

2. Amount of Mandatory Employee Contribution

The following percentage or amount of each Employee's Compensation will be automatically withheld and contributed to the Plan as a Mandatory Employee Contribution subject to Suboption (a) or Suboption (b), as applicable, if Option 1 was selected in item 1 above (*select and complete one*):

Option 1: ☐ _____ Percent.

Option 2: ☐ \$ _____.

3. Matching Contributions on Mandatory Employee Contributions

a. Authorization for Matching Contributions

Will the Employer make Matching Contributions to the Plan on behalf of each Employee who makes Mandatory Employee Contributions (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

b. Matching Contribution Formula

If the Employer elected to make Matching Contributions in item 3(a) above, then the amount of such Matching Contributions each Plan Year shall be (*select one*):

Option 1: ☐ Percentage of Compensation Match.

An amount equal to _____ percent of such Employee's Compensation.

Option 2: ☐ Other formula (*specify an amount equal to a percentage of the Mandatory Employee Contributions*).

Part C. Matching Contributions

NOTE: If Matching Contributions are authorized in item 1 below, Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) must also be authorized in this Adoption Agreement Section Three.

1. Authorization of Matching Contributions

Will the Employer make Matching Contributions to the Plan on behalf of a Qualifying Contributing Participant (*select one*)?

Option 1: ☒ Yes, with respect to the following types of contributions (*select all that apply*):

Suboption (a): ☒ Pre-Tax Elective Deferrals.

Suboption (b): ☐ Roth Elective Deferrals.

Suboption (c): ☐ Nondeductible Employee Contributions.

NOTE: If no Suboption is selected, Suboption (a) will apply.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply. Complete the remainder of this Part C only if Option 1 is selected.

2. Matching Contribution Formula

If the Employer elected to make Matching Contributions in item 1 above, then the amount of such Matching Contributions made on behalf of a Qualifying Contributing Participant each Plan Year shall be (*select one*):

Option 1: ☐ Percentage of Compensation Match.

An amount equal to _____ percent of such Qualifying Contributing Participant's Compensation provided a Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) equal or exceed _____ percent of the Qualifying Contributing Participant's Compensation.

Option 2: ☒ Percentage of Contribution Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) determined by the Qualifying Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) as specified in the matching schedule below.

<u>Contribution Percentage</u>	<u>Matching Percentage</u>
Less than or equal to <u>3</u> %	<u>100</u> %

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year *(complete the applicable blank(s), if any)*.

Option 3: ☐ Multi-Tiered Percentage of Contribution Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) determined by the Qualifying Contributing Participant's rate of Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) as specified in the matching schedule below.

	<u>Contribution Percentage</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ %	_____ %
Tier 2	Greater than _____, but less than or equal to _____ %	_____ %
Tier 3	Greater than _____, but less than or equal to _____ %	_____ %
Tier 4	Greater than _____ %	_____ %

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year *(complete the applicable blank(s), if any)*.

Option 4: ☐ Discretionary Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) which the Employer, in its sole discretion, determines from year to year. The amount, the allocation formula, and the percentage or dollar amount limit applicable to such match, if any, is at the complete and sole discretion of the Employer and may vary from year to year. Any Matching Contribution will be allocated in a nondiscriminatory manner based upon each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable).

Option 5: ☐ Age- or Service-Graded Match

Suboption (a): ☐ Age-Graded Match.

That percentage of each Qualifying Contributing Participant's Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) determined based on the age of the Participant as specified in the matching schedule below.

	<u>Age</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ years	_____ %
Tier 2	Greater than _____, but less than or equal to _____ years	_____ %
Tier 3	Greater than _____, but less than or equal to _____ years	_____ %
Tier 4	Greater than _____ years	_____ %

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year *(complete the applicable blank(s), if any)*.

Suboption (b): ☐ Service-Graded Match.

An amount equal to a percentage of each Qualifying Contributing Participant's Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) determined by the number of such Qualifying Contributing Participant's Years of *(select one)* ☐ Eligibility ☐ Vesting Service with the Employer as specified in the matching schedule below.

	<u>Years of Service</u>	<u>Matching Percentage</u>
Base Rate	Less than or equal to _____ years	_____ %
Tier 2	Greater than _____, but less than or equal to _____ years	_____ %
Tier 3	Greater than _____, but less than or equal to _____ years	_____ %
Tier 4	Greater than _____ years	_____ %

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$ _____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year *(complete the applicable blank(s), if any)*.

Option 6: ☐ Match Based on Job Classification or Business Location.

For each Plan Year the Employer will contribute a Matching Contribution in the percentages listed below for each Qualifying Contributing Participant based on the Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) for each Qualifying Contributing Participant who satisfies the job classification or business location requirement listed below.

<u>Job Classification or Business Location</u>	<u>Matching Percentage</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Notwithstanding the Matching Contribution formula specified above, no Matching Contributions in excess of \$_____ or _____ percent of a Qualifying Contributing Participant's Compensation will be made with respect to any Qualifying Contributing Participant for any Plan Year (complete the applicable blank(s), if any).

Option 7: ☐ Other formula (Specify an amount equal to a percentage of the Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) of each Qualifying Contributing Participant entitled thereto).

NOTE: If no option is selected, Option 4 will apply.

3. Qualifying Contributing Participants

A Contributing Participant will be a Qualifying Contributing Participant, and thus entitled to share in Matching Contributions for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Adoption Agreement Section Two on at least one day of such Plan Year and satisfies the following additional conditions (select one):

Option 1: ☐ The following additional conditions apply (select all that apply):

- ☐ Hours of Service Requirement. The Contributing Participant completes at least _____ (not more than 1,000) Hours of Service during the Plan Year.
- ☐ Last Day Requirement. The Contributing Participant is an Employee of the Employer on the last day of the Plan Year.

Option 2: ☒ No additional conditions apply.

NOTE: If no option is selected, Option 2 will apply.

Part D. Employer Contributions

1. Authorization of Employer Contributions

Will the Employer make Employer Contributions to the Plan on behalf of Qualifying Participants (select one)?

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: If no option is selected, Option 2 will apply. Complete the remainder of Part D only if Option 1 is selected.

2. Contribution and Allocation Formula

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants as follows: (Select one contribution and allocation formula below. For the option selected (except Option 6), designate whether the contribution will be nondiscretionary and contributed each year or will be discretionary and the Employer will determine from year to year whether to make the Employer Contribution.)

Option 1: ☐ **Pro Rata Formula.**

a. Contribution Amount

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants each Plan Year equal to _____ percent of Compensation (specify a percentage of Compensation).

b. Contribution Requirement

The amount of the Employer Contribution allocated to Qualifying Participants each Plan Year will be:

Suboption (i): ☐ Nondiscretionary.

Suboption (ii): ☐ Discretionary.

Option 2: ☐ **Flat Dollar Formula.**

a. Contribution Amount

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants for each Plan Year in the amount of \$_____ for each Qualifying Participant.

b. Contribution Requirement

The amount of the Employer Contribution allocated to Qualifying Participants each Plan Year will be:

Suboption (i): ☐ Nondiscretionary.

Suboption (ii): ☐ Discretionary.

Option 3: ☐ **Integrated Formula.**

a. Contribution Amount

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants each Plan Year equal to the sum of the amounts determined in Steps 1 and 2:

Step 1. An amount equal to _____ percent (*the base contribution percentage*) of the Qualifying Participant's Compensation for the Plan Year up to the integration level; plus

Step 2. An amount equal to _____ percent (*not to exceed the base contribution by more than the lesser of: (1) the base contribution percentage, or (2) the maximum disparity rate as described in Plan Section 3.04(B)(2))*) of such Qualifying Participant's Compensation for the Plan Year in excess of the integration level.

The integration level will be (*select one*):

Suboption (i): ☐ The Taxable Wage Base.

Suboption (ii): ☐ \$ _____ (*a dollar amount less than the Taxable Wage Base*).

Suboption (iii): ☐ _____ percent (*not more than 100 percent*) of the Taxable Wage Base.

NOTE: If no suboption is selected, Suboption (i) will apply.

b. Contribution Requirement

The amount of the Employer Contribution contributed to Qualifying Participants each Plan Year will be:

Suboption (i): ☐ Nondiscretionary.

Suboption (ii): ☐ Discretionary.

Option 4: ☐ **Age- or Service-Graded Formula.**

a. Contribution Amount

Suboption (i): ☐ Age-Graded Employer Contribution.

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants each Plan Year equal to a percentage of each Qualifying Participant's Compensation determined based on the age of the Participant as specified in the schedule below.

	<u>Age</u>	<u>Contribution Percentage</u>
Base Rate	Less than or equal to _____ years	_____ %
Tier 2	Greater than _____, but less than or equal to _____ years	_____ %
Tier 3	Greater than _____, but less than or equal to _____ years	_____ %
Tier 4	Greater than _____ years	_____ %

Suboption (ii): ☐ Service-Graded Employer Contribution.

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants each Plan Year equal to a percentage of each Qualifying Participant's Compensation determined by the number of such Participant's Years of (*select one*)

☐ Eligibility ☐ Vesting Service with the Employer as specified in the schedule below.

	<u>Years of Service</u>	<u>Contribution Percentage</u>
Base Rate	Less than or equal to _____ years	_____ %
Tier 2	Greater than _____, but less than or equal to _____ years	_____ %
Tier 3	Greater than _____, but less than or equal to _____ years	_____ %
Tier 4	Greater than _____ years	_____ %

b. Contribution Requirement

The amount of the Employer Contribution contributed to Qualifying Participants each Plan Year will be:

Suboption (i): ☐ Nondiscretionary.

Suboption (ii): ☐ Discretionary.

Option 5: ☐ **Business Location or Job Classification Formula.**

a. Contribution Amount

Employer Contributions will be allocated to the Individual Accounts of Qualifying Participants for each Plan Year equal to a percentage of each Qualifying Participant's Compensation determined based on the job classification or business location of the Participant as specified in the schedule below.

<u>Job Classification or Business Location</u>	<u>Percentage of Compensation</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

b. Contribution Requirement

The amount of the Employer Contribution contributed to Qualifying Participants each Plan Year will be:

Suboption (i): ☐ Nondiscretionary.

Suboption (ii): ☐ Discretionary.

Option 6: ☐ **Discretionary Employer Contributions.**

The Employer will be permitted to make an Employer Contribution in an amount to be determined from year to year at the Employer's discretion which will be allocated to the Individual Accounts of Qualifying Participants in the ratio that each Qualifying Participant's Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.

NOTE: If no option is selected, Option 6 will apply.

3. Supplemental Employer Contribution

Will the Employer be permitted to make supplemental Employer Contributions, in an amount to be determined from year to year at the Employer's discretion, in addition to the Employer Contributions described in item 2 above (*select one*)?

Option 1: ☐ Yes.

If Option 1 is selected, the supplemental Employer Contributions will be allocated to each Qualifying Participant in accordance with the following Employer Contribution formula (*select one*):

Suboption (a): ☐ Discretionary Employer Contribution, in the ratio that each Qualifying Participant's Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.

Suboption (b): ☐ Other (*specify*) _____

NOTE: If Option 1 is selected under item 3 and no suboption is selected, Suboption (a) will apply.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

4. Qualifying Participants

a. Additional Conditions

A Participant will be a Qualifying Participant, and thus entitled to share in Employer Contributions for any Plan Year, only if the Participant has satisfied all of the eligibility requirements described in Adoption Agreement Section Two on at least one day of such Plan Year and satisfies the following additional conditions (*select one*):

Option 1: ☐ The following additional conditions apply (*select all that apply*):

☐ Hours of Service Requirement. The Participant completes at least _____ (*not more than 1,000*) Hours of Service during the Plan Year.

☐ Last Day Requirement. The Participant is an Employee of the Employer on the last day of the Plan Year.

Option 2: ☐ No additional conditions apply.

NOTE: If no option is selected, Option 2 will apply.

b. Participants on a Paid Leave of Absence

Will a Qualifying Participant include a Participant on a paid leave of absence?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply. If Option 2 applies, it will not eliminate the leave protections for certain absences granted by ERISA or related law or regulations (e.g., military leave).

5. Contributions To Disabled Participants

Will a Participant who has incurred a Disability be entitled to an Employer Contribution pursuant to Plan Section 3.04(B)(1) and Code Section 415(c)(3)(C) (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

6. Contributions to Former Employees

Will a Participant who has incurred a Severance from Employment be entitled to receive an allocation of any Employer Contributions pursuant to Plan Section 3.04(B)(1) and Treasury Regulation 1.403(b)-4(d) (*select one*)?

Option 1: ☐ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected, Compensation for purposes of Employer Contributions allocated to a former Employee under this section shall mean their *Includible Compensation*. 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.

Part E. Other Contributions

1. Rollover Contributions

a. Rollover Availability

May Participants make rollover contributions to the Plan pursuant to Plan Section 3.05 (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply.

b. Rollover Contributions from IRAs

Will the Plan accept a Participant's rollover contributions of the portion of a distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply.

2. Plan-to-Plan Transfer Contributions

May an Employee make transfer contributions to the Plan pursuant to Plan Section 3.06 (*select one*)?

Option 1: ☐ Yes, for current Employees only.

Option 2: ☐ Yes, for current and former Employees.

Option 3: ☐ Yes, but only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition and the employee's entire interest is being transferred.

Option 4: ☒ No.

NOTE: If no option is selected, Option 4 will apply.

3. Nondeductible Employee Contributions

May an Employee who satisfies the eligibility requirements specified in the Adoption Agreement 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, item 2 make Nondeductible Employee Contributions pursuant to Plan Section 3.07 (*select one*)?

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: If no option is selected, Option 2 will apply.

SECTION FOUR: VESTING AND FORFEITURES

Complete Parts A through C

Part A. Vesting Schedule for Matching Contributions and Employer Contributions

A Participant will become Vested in the portion of their Individual Account derived from Matching Contributions and Employer Contributions, if applicable, made pursuant to Adoption Agreement Section Three as follows:

YEARS OF VESTING SERVICE	Option 1 ☒	Option 2 ☐	Option 3 ☐ (<i>Complete if chosen.</i>)
Less than One	100%	0%	_____ %
1	100%	0%	_____ %
2	100%	20%	_____ %
3	100%	40%	_____ %
4	100%	60%	_____ %
5	100%	80%	_____ %
6	100%	100%	_____ %
7	100%	100%	_____ %
8	100%	100%	_____ %
9	100%	100%	_____ %
10	100%	100%	100%

Part B. Exclusion of Certain Years of Vesting Service

All of an Employee's Years of Vesting Service with the Employer are counted to determine the Vested percentage in the Participant's Individual Account except (*select any that apply*):

☐ Years of Vesting Service before the Employee reaches age 18.

☐ Years of Vesting Service before the Employer maintained this Plan or a predecessor plan.

Part C. Allocation of Forfeitures

Forfeitures of Matching Contributions and Employer Contributions shall be *(select one)*:

Option 1: ☐ Allocated to the Individual Accounts of Participants in the ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for such Plan Year.

The Participants entitled to receive allocations of such Forfeitures shall be *(select one)*:

Suboption (a): ☐ Qualifying Contributing Participants (for Forfeitures of Matching Contribution) and Qualifying Participants (for Forfeitures of Employer Contributions).

Suboption (b): ☐ All Participants.

NOTE: If no suboption is selected, Suboption (a) will apply.

Option 2: ☒ Applied to reduce Plan Contributions.

NOTE: If no option is selected, Option 2 will apply. Pursuant to Plan Section 3.04(C) and notwithstanding the election made above, the Employer may first apply Forfeitures to either the payment of the Plan's administrative expenses or the restoration of Participants' Individual Accounts pursuant to Plan Section 4.01(B)(4).

SECTION FIVE: DISTRIBUTIONS

<i>Complete Parts A through C</i>

Part A. Eligibility for Distributions *(Answer each of the following items.)***1. Cashout Distributions Upon Severance from Employment**

For purposes of applying the cashout rules in Plan Section 4.01(B) and 5.01(B), the cashout level will be *(select one)*:

Option 1: ☒ Not Applicable. The cashout distribution provisions in Plan Sections 4.01(B) and 5.01(B) will not apply.

Option 2: ☐ \$5,000.

Option 3: ☐ \$1,000.

Option 4: ☐ \$200.

Option 5: ☐ \$_____ *(specify an amount less than \$1,000).*

NOTE: If no option is selected, Option 1 will apply. A cashout level exceeding \$1,000 will subject the Plan to the automatic rollover requirements of Code Section 401(a)(31)(B) as described in Plan Section 5.01(B).

2. Distribution Events *(Select the criteria that a Participant must satisfy to be eligible for a distribution from the Plan.)*

Distribution Event	Elective Deferrals	Employer Contributions & Matching Contributions	Employer Contributions & Matching Contributions
		Annuity Contracts	Custodial Accounts
Upon Severance from Employment	✓	✓	✓
Upon incurring a Disability	✓	✓	✓
Upon attainment of age 59½	✓	✓	✓
Upon attainment of Normal Retirement Age before Severance from Employment <i>(an option for Elective Deferrals and custodial account distributions only if Normal Retirement Age is greater than age 59½)</i>			
Upon attainment of age: <i>(must be at least age 59½ for Elective Deferrals and custodial account distributions)</i>	59.5		
After participating in the Plan for a period of five years	N/A		N/A
After participating in the Plan for a period of years equal to (a) and attainment of age (b) <i>(must be at least age 59½ for Elective Deferrals and custodial account distributions)</i>	(a) (b)	(a) (b)	(a) (b)
On account of hardship	✓	✓	N/A
At any time with respect to pre-1989 Elective Deferrals in an annuity contract	✓	N/A	N/A
At any time with respect to pre-2009 Employer Contributions and Matching Contributions in an annuity contract	N/A		N/A

NOTE: Place a "✓" or enter the specific criteria (e.g., age, years of participation, etc.) in each box, as applicable. A Participant need only satisfy one of the criteria to be eligible for a distribution. If no selections or entries are made in the table above, Plan Section 5.01 will apply in determining whether a Participant is entitled to a distribution. Plan Section 5.01(C)(2) sets forth the conditions for a hardship distribution. Use Attachment A, Prior Plan Provisions, to preserve any additional distribution options available in a Prior Plan.

3. Miscellaneous Distribution Issues

a. Withdrawals of Rollover Contributions

Will a Participant be entitled to request a distribution of their rollover contributions at any time, provided the rollover contributions have been properly segregated (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 will apply.*

b. Withdrawals of Transfer Contributions

Will an Employee be entitled to request a distribution of their transfer contributions at any time subject to the restrictions of Plan Section 5.01 (*select one*)?

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: *If no option is selected, Option 1 will apply.*

c. Qualified Reservist Distributions

Will Qualified Reservist Distributions of Elective Deferrals be permitted pursuant to Plan Section 5.01(D)(2) (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 will apply.*

NOTE: *If Option 2 applies for any of items (a) through (c), the Plan's provisions governing distributions will apply according to Plan Section 5.01.*

Part B. Form of Distribution

Income options will be permitted as provided by the terms of the Funding Vehicles. All forms of distribution shall be subject to the terms of the Individual Agreements. (*Answer each of the following items.*)

1. Individual Account Balances of \$1,000 or Less

If permitted, cashout distributions of \$1,000 or less that are Eligible Rollover Distributions and are made to terminated Participants pursuant to Plan Section 5.01(B) shall be (*select one*):

Option 1: ☒ Paid in a lump sum distribution.

Option 2: ☐ Paid in a Direct Rollover to an individual retirement account (*as defined in Code Sections 408(a), 408(b) or 408A*).

NOTE: *If no option is selected, Option 1 will apply.*

2. Individual Account Balances Exceeding \$1,000

a. Lump Sum

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account in a lump sum, subject to Plan Section 5.02 (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

b. Partial Payments

Will a Participant be entitled to request a partial distribution of the Vested portion of their Individual Account, subject to Plan Section 5.02 (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

c. Installment Payments

Will a Participant be entitled to request a distribution of the Vested portion of their Individual Account 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, subject to Plan Section 5.02 (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

d. Annuity Contracts

Will a Participant be entitled to apply the Vested portion of their Individual Account toward the purchase of an annuity contract, subject to Plan Section 5.02 (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *Option 1 must be selected for at least one of items (a) through (d) in Part B, item 2 above. If Option 1 is not selected for at least one of items (a) through (d) above, then Option 1 will apply for items (a) and (d). If this Plan is restating a Prior Plan, the forms of distribution under this Plan must generally be at least as favorable as under the Prior Plan.*

Part C. Loans

May a Participant request a loan pursuant to Plan Section 5.11 (*select one*)?

Option 1: ☒ Yes. See attached "Loan Information Sheet" for more information.

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

SECTION SIX: DEFINITIONS

Complete Parts A through E

Part A. Compensation

1. Base Definition

Compensation will mean all of each Participant's (*select one*):

Option 1: ☒ W-2 wages.

Option 2: ☐ Section 3401(a) wages.

Option 3: ☐ 415 safe-harbor compensation.

NOTE: If no option is selected, Option 1 will apply.

2. Exclusions from Compensation

Compensation shall not include the following. (*Select all that apply.*)

☒ Bonuses

☒ Overtime

☐ Compensation due to a paid leave of absence

☒ Other summer pay, additional faculty pay, grant incentives excluded for purposes of all Matching and Employer contributions.

3. Inclusion of Elective Deferrals

Will Compensation include contributions made by the Employer pursuant to a salary reduction agreement that are not includible in the gross income of the Employee under Code Sections 125 (cafeteria plans), 132(f)(4) (transportation fringe benefits), 402(e)(3) (401(k) Plans), 408(k) (salary deferral SEP Plans), 403(b) (tax-sheltered annuity plans), or 457 (deferred compensation plans of state and local governments and tax-exempt organizations) (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply.

4. Pre-Entry Date Compensation

The Employee's Compensation that will be taken into account for purposes of the Plan will be (*select one*):

Option 1: ☒ Compensation from the Entry Date.

Option 2: ☐ Compensation for the full Plan Year.

NOTE: If no option is selected, Option 1 will apply.

5. Post-Severance Compensation

a. Leave Cashouts

In addition to any adjustment to Compensation selected above, will Compensation exclude leave cashouts paid after Severance from Employment as described in the Basic Plan Document (*select one*)?

Option 1: ☒ Yes.

If Option 1 is selected, any adjustment to Compensation will apply to the following contributions (*select all that apply*):

☐ Elective Deferrals, Mandatory Employee Contributions, and Nondeductible Employee Contributions.

☒ Matching Contributions and Employer Contributions.

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply with respect to all Plan Contributions.

b. Deferred Compensation

In addition to any adjustment to Compensation selected above, will Compensation exclude deferred compensation paid after Severance from Employment as described in the Basic Plan Document (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply.

6. Permanently and Totally Disabled Employees

In addition to the basic definition of Compensation selected above, will Compensation include compensation defined in Code Section 415(c)(3)(C) for Participants who are permanently and totally disabled (*select one*)?

Option 1: ☐ Yes.

Option 2: ☒ No.

NOTE: If no option is selected, Option 2 will apply.

Part B. Hours of Service – Method of Determining Service

Hours of service will be determined on the basis of (*select one*):

- Option 1:** ☐ Elapsed Time.
- Option 2:** ☒ Actual hours for which an Employee is paid or entitled to payment.
- Option 3:** ☐ Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the day.
- Option 4:** ☐ Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the week.
- Option 5:** ☐ Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the semi-monthly payroll period.
- Option 6:** ☐ Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hour of Service during the month.

NOTE: If no option is selected, Option 2 will apply.

Part C. Plan Year

- Option 1:** ☐ The 12-consecutive month period which coincides with the Adopting Employer's tax year.
- Option 2:** ☐ The calendar year.
- Option 3:** ☒ Other 12-consecutive month period (*specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner*). 10/01-09/30

NOTE: If no option is selected, Option 1 will apply.

If the initial Plan Year or any subsequent Plan Year is less than 12 months (a short Plan Year) specify such Plan Year's beginning and ending dates. _____

Part D. Predecessor Employer Service

In addition to the Hours of Service credited when an Employer maintains the plan of a predecessor employer, Hours of Service with a predecessor employer will be credited for the following purposes where the Employer does not maintain the plan of a predecessor employer (*select all that apply*):

- ☐ Eligibility.
- ☐ Vesting.
- ☐ Allocation of Contributions.

Service from the following named predecessor employer(s), if any, will apply.

In addition to any predecessor employer(s) that may be named above, employers from the following types of organizations will also constitute predecessor employers from which hours of service will apply. (*Select all that apply.*)

- ☐ An educational organization.
- ☐ An organization that meets the eligibility requirements of Code Section 403(b)(1).
- ☐ A teaching institution.
- ☐ An institution of higher education.
- ☐ A non-profit (research) institution.

Part E. Retirement Age

1. Early Retirement Age

The Early Retirement Age under the Plan will be (*select one*):

- Option 1:** ☐ An Early Retirement Age is not applicable under the Plan.
- Option 2:** ☒ A Participant satisfies the Plan's Early Retirement Age conditions by attaining age 55 and completing 0 Years of Vesting Service.

NOTE: If no option is selected, Option 1 will apply.

2. Normal Retirement Age

The Normal Retirement Age under the Plan will be (*select and complete one*):

- Option 1:** ☒ Age 59.5.
- Option 2:** ☐ The later of age _____ or the _____ anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.

NOTE: If no option is selected, Option 1 and age 59½ will apply.

SECTION SEVEN: MISCELLANEOUS

Complete Parts A and B

Part A. Participant Direction

1. Will Participants be responsible for directing the investment of their Plan assets pursuant to Plan Section 7.01(C) (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 will apply.*

2. If Option 1 was selected above, what investments will be available for transfer of Participant's Individual Accounts (*select one*)?

Option 1: ☒ Only approved investment options of Vendors eligible under the Plan to accept Plan Contributions.

Option 2: ☐ Investment options of Vendors eligible under the Plan to accept Plan Contributions and investment options of other Vendors not eligible to accept Plan Contributions but only if in accordance with the requirements of Plan Section 7.01(E).

NOTE: *If no option is selected, Option 1 will apply.*

Part B. Purchase of Permissive Service Credit

May a Participant elect to transfer assets from their Individual Account to a qualified defined benefit plan that is a governmental plan as defined in Code Section 414(d) (*select one*)?

Option 1: ☒ Yes.

Option 2: ☐ No.

NOTE: *If no option is selected, Option 1 will apply.*

SECTION EIGHT: EMPLOYER SIGNATURE

Plan Administrator

- ☐ Check here and provide the applicable information below if someone other than the Adopting Employer will be the Plan Administrator.

Name of Plan Administrator _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Signature of Plan Administrator _____ Date Signed _____

Type Name _____

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate Individual Agreement.

☐ Attachment A, Prior Plan Provisions.

☐ Attachment B, Related Employer Participation Form.

☐ Attachment C, Special Effective Dates.

☒ Other: (If this box is checked, please describe the attachment(s)) Other Plan Information See attachment.

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal and tax implications of adopting this Plan.
2. I understand that this Adoption Agreement and the corresponding Basic Plan Document are specimen documents that have not been reviewed or approved by the IRS. I further understand that TIAA-CREF cannot and does not provide legal or tax advice.
3. I have received a copy of this Adoption Agreement and the corresponding Basic Plan Document.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

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Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART) Adoption Agreement Amendment

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART) Adoption Agreement Amendment (the "Adoption Agreement Amendment") and the corresponding Basic Plan Document Amendment. The Amendment is adopted to reflect the provisions of the Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART). The Amendment is intended to provide good faith compliance with HEART and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective as specified in this Adoption Agreement Amendment except as otherwise provided in the Basic Plan Document Amendment. The Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment.

EMPLOYER INFORMATION

Name of Plan University of South Alabama 403(b) Plan

Plan Sequence Number _____ Account Number 150393 & 150395

CONTRIBUTIONS

Complete Part A

Part A. Benefit Accrual in the Case of Death or Disability Resulting from Qualified Military Service

Will the benefit accrual provisions under Code Section 414(u)(9) apply to individuals who are unable to be reemployed on account of death or Disability while performing qualified military service as defined in Code Section 414(u) (select one)?

Option 1: ☒ Yes, effective 01/01/2007 (Specify a date that is on or after January 1, 2007, or, if later, the Effective Date of the Plan.)

Option 2: ☐ No.

NOTE: If no option is selected, Option 2 will apply.

VESTING AND FORFEITURES

Complete Part A

Part A. Vesting in the Case of Disability Resulting from Qualified Military Service

Will Years of Vesting Service be credited to individuals who are unable to be reemployed on account of Disability while performing qualified military service as defined in Code Section 414(u) (select one)?

Option 1: ☐ Yes, effective _____ (Specify a date that is on or after January 1, 2007, or, if later, the Effective Date of the Plan.)

Option 2: ☐ No.

Option 3: ☒ Not applicable. Individuals become 100% Vested upon Disability under the terms of the Plan.

NOTE: If no option is selected, Option 2 will apply. Regardless of which option is selected, individuals who are unable to be reemployed on account of death while performing qualified military service must be credited with Years of Vesting Service.

DISTRIBUTIONS

Complete Part A

Part A. Deemed Severance from Employment

May a Participant request a distribution of their Elective Deferrals and earnings on account of Deemed Severance from Employment while performing military service as defined in Code Section 3401(h)(2)(A) (select one)?

Option 1: ☒ Yes, effective 01/01/2009 (Specify a date that is on or after January 1, 2009, or, if later, the Effective Date of the Plan.)

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply.

DEFINITIONS

Complete Part A

Part A. Differential Wage Payments

Unless a different definition of Compensation is required by the Code, will Differential Wage Payments be included in Compensation for contribution, allocation and other general Plan purposes (select one)?

Option 1: ☒ Yes, effective 01/01/2009 (Specify a date that is on or after January 1, 2009, or, if later, the Effective Date of the Plan.)

Option 2: ☐ No.

NOTE: If no option is selected, Option 1 will apply and the effective date will be the later of January 1, 2009, or the Effective Date of the Plan.

EMPLOYER SIGNATURE

Signature of Employer

1. I acknowledge that I have relied upon my own advisers regarding the completion of the Amendment and the legal and tax implications of amending this Plan;
2. I understand that my failure to properly complete the Amendment may result in disqualification of the Plan; and
3. I have received a copy of the Amendment.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Adoption Agreement Amendment

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Adoption Agreement Amendment (the "Adoption Agreement Amendment") and the corresponding Basic Plan Document Amendment. The Amendment is adopted to reflect the provisions of WRERA. The Amendment is intended to provide good faith compliance with WRERA and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective January 1, 2009, and such provisions apply to Plan operations during the period beginning on December 1, 2009, and ending on December 31, 2009. The IRS will not consider the Plan to have failed to operate in accordance with its terms merely because during the period beginning on January 1, 2009, and ending on November 30, 2009, the Plan's operation conflicted with the provisions of the Amendment pertaining to required minimum distributions (RMDs) for 2009. The Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment.

EMPLOYER INFORMATION

Name of Plan University of South Alabama 403(b) Plan

Plan Sequence Number _____ Account Number 150393 & 150395

DISTRIBUTIONS *Complete Parts A through B*

Part A. 2009 RMD Payment Election

May Participants and Beneficiaries who would have otherwise been required to receive RMDs for 2009 but for the enactment of Code Section 401(a)(9)(H) choose whether to remove their 2009 RMD or Extended 2009 RMD from the Plan (*select one*)?

Option 1: ☐ Yes. (*Complete the following*)

If a Participant or Beneficiary does not choose whether to remove their 2009 RMD or Extended 2009 RMD, the Employer will (*select one*):

Suboption (a): ☐ retain such amount within the Plan.

Suboption (b): ☐ distribute such amount to the Participant or Beneficiary.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

Option 2: ☐ No. (*Complete the following*)

The Employer will (*select one*):

Suboption (a): ☐ retain such amount within the Plan.

Suboption (b): ☐ distribute such amount to the Participant or Beneficiary.

NOTE: *If no suboption is selected, Suboption (a) will apply.*

NOTE: *If no option is selected, Option 1 will apply.*

Part B. Definition of Eligible Rollover Distribution

For purposes of the Direct Rollover distribution provisions of the Plan, the following will also be treated as Eligible Rollover Distributions (*select one*):

Option 1: ☐ 2009 RMDs and Extended 2009 RMDs.

Option 2: ☐ 2009 RMDs.

Option 3: ☐ Neither 2009 RMDs nor Extended 2009 RMDs.

NOTE: *If no option is selected, Option 1 will apply.*

EMPLOYER SIGNATURE

Signature of Employer

1. I acknowledge that I have relied upon my own advisers regarding the completion of the Amendment and the legal and tax implications of amending this Plan;
2. I understand that my failure to properly complete the Amendment may result in disqualification of the Plan; and
3. I have received a copy of the Amendment.

Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

OTHER PLAN INFORMATION

University of South Alabama 403(b) Plan

Years of Eligibility Service Requirement - Section Two, Part A.2.b.

<u>CLASS:</u>	<u>YEARS OF ELIGIBILITY SERVICE REQUIREMENT:</u>
Executive/Administrative/Managerial	No Years of Eligibility Service Required
Professor	No Years of Eligibility Service Required
Associate Professor	No Years of Eligibility Service Required
Head Coach	No Years of Eligibility Service Required
Assistant Professor	After completing 3 Years of Eligibility Service
Instructor	After completing 6 Years of Eligibility Service

OTHER EXCLUDED EMPLOYEES -- Section Two, Part C.2.

- * Employees not listed in the Years of Eligibility Service Requirement
- * The following categories of employees listed in the Years of Eligibility Service Requirement
 - * Employees hired on or after October 1, 2009,
 - * Employees who were eligible to participate in the Plan as of September 30, 2009 but who did not elect to participate on or before that date, and
 - * Employees who, as of October 1 of any year (the "Testing Date"), had gross earnings during the twelve months immediately preceding the Testing Date exceeding the amount prescribed by Internal Revenue Code Section 414(q), as adjusted

403(b) Plan Loan Information Sheet

As a participant in the 403(b) retirement plan adopted by your employer, you may be able to borrow a portion of your vested account balance for a term of one to five years (up to 10 years for a loan to purchase your primary residence). The loan program adopted by your employer is available on a uniform basis to all plan participants who meet loan qualification requirements. For additional information about the loan program available under your employer's plan, contact the loan program administrator listed below.

NOTE: If your employer is required to provide you with a Summary Plan Description (SPD), this Loan Information Sheet constitutes part of the SPD of your 403(b) Plan and should be kept with your other SPD documents.

PLAN LOAN INFORMATION

Plan Name University of South Alabama 403(b) Plan

Plan Number 150393 & 150395

Plan Year End 09/30

EFFECTIVE DATE

The effective date of the plan loan program is 01/01/1992

LOAN PROGRAM ADMINISTRATOR

The person responsible for administering your loan program is _____

Your loan program administrator may be reached at the following address and/or telephone number: _____

LOAN APPLICATION PROCEDURE

To apply for a loan under this plan, you must complete and return to the loan program administrator a Loan Application, furnishing all information requested and pay any required loan application processing fees. In addition, you must follow the procedures described below (*specify*). _____

LIMITATIONS ON TYPES OF LOANS

(for mutual fund loans only)

Loans from this plan may be used for the following purposes:

- ☒ all
- ☐ purchase of your principal residence
- ☐ post-secondary tuition for you or your immediate family
- ☐ medical expenses for you or your immediate family
- ☐ rent or mortgage payments to prevent eviction or foreclosure from your principal residence
- ☐ funeral expenses
- ☐ uninsured damage to principal residence (*under code Sec. 165*)
- ☐ other (*specify*) _____

SOURCE OF FUNDS AVAILABLE FOR LOANS

The following sources of funds are available for loans from this plan:

- ☒ Pre-Tax Elective Deferrals that are:
 - ☐ Matched by the Employer.
 - ☒ Not matched by the Employer.
- ☒ Nondeductible Employee Contributions that are:
 - ☐ Matched by the Employer.
 - ☒ Not matched by the Employer.
- ☐ Mandatory Employee Contributions that are:
 - ☐ Matched by the Employer.
 - ☐ Not matched by the Employer.
- ☐ Matching Contributions and Employer Contributions.

LOAN APPROVAL STANDARDS

Decisions approving or denying loans from this Plan will be based on the following criteria:

- ☒ the value of your vested individual account balance
- ☐ other (*specify*) _____

NOTE: Loan approval basis selected must not cause loans to be made available on a discriminatory basis.

The maximum number of outstanding loans permitted at any time is: _____

**LOAN PRINCIPAL
LIMITATIONS**

Generally the minimum loan amount is \$1,000 and the maximum loan amount is \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) the amount of your accumulation, and 2) whether you have had any other loans from any of this Employer's plans within the last year.

If you have not had a plan loan in the previous year, your maximum loan cannot exceed

- 1) the lesser of one-half of your vested account balance or \$50,000;

If your loan is from your TIAA-CREF Annuity, your maximum loan amount is further limited to

- 1) 45% of your combined TIAA and CREF accumulation attributable to participation under this plan; or
- 2) 90% of your CREF and TIAA Real Estate accumulation attributable to participation under this plan for RL loans or
- 3) 90% of your TIAA Annuity accumulation attributable to participation under this plan for a GSRA loan.

If you have had another loan from any plan of this Employer within the last year, the maximum you can borrow will be reduced by that amount. In addition, if you default on a loan, your right to a future loan may be restricted. Further, the maximum loan amount will be reduced by the amount in default (plus interest) until the defaulted amount can be deducted from your accumulation. Also, if more than one employer contributed to your TIAA-CREF Annuities, you can only take loans against the amount you accumulated under this Employer's plan. You should check with your other employers for their rules on loans. Loans using your TIAA-CREF mutual funds are limited to 3 at any one time (from all plans of all employers).

**INTEREST
CALCULATION**

Interest on loans from this plan will be computed on the following basis for retirement plans using the Group Supplemental Retirement Unity-Annuity (GSRA) contract:

- The interest rate is variable and can increase or decrease every three months. The interest rate you pay initially will be the higher of 1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or 2) the interest rate credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter, the rate may change quarterly, but only if the new rate differs from your current rate by at least ½ percent.

Interest on loans from this plan will be computed on the following basis for retirement plans using the Retirement Loan (RL) contract:

- For all Employers except those located in Arkansas, Hawaii, or New Jersey:
 - The interest rate you pay initially will be the higher of 1) the Moody's Corporate Bond Yield Average for the calendar month ending two months before your loan is issued; or 2) the interest credited before your annuity starting date, as stated in the applicable rate schedule, plus 1 percent. Thereafter the rate will change annually, but only if the Moody's Corporate Bond Yield Average for the calendar month ending two months before the anniversary of your loan differs from your current rate by at least a half percent. If the latest average differs by less, your interest rate will remain the same for the next year.
- For Employers located in Arkansas, Hawaii, or New Jersey:
 - The interest rate will be a fixed rate of 8 percent.

Interest on loans from this plan will be computed on the following basis for retirement plans using your TIAA-CREF mutual funds:

- The interest rate will be fixed for the term of the loan and will be equal to the Federal Reserve Board Bank prime loan rate plus 1% at the time of the loan origination.

**COLLATERAL
PLEDGE**

A percentage of your vested account balance equal to the amount borrowed divided by your vested account balance is pledged as security for repayment of loans under this program.

**DEFAULT
PROVISIONS**

The following are deemed to be acts of default under your 403(b) loan program:

- failure to remit payment in a timely manner as required under the Loan Agreement
- breach of any of your obligations or duties under the Loan Agreement
- termination of employment (for mutual fund loans only)
- other (*specify*) _____

Upon default, your loan program administrator is entitled to foreclose its security interest in your vested account balance pledged for repayment upon the occurrence of an event which triggers a distribution of your benefits.

In addition, the loan program administrator will report as taxable any amounts in default (which will generally include your entire outstanding loan balance plus accrued interest) – as a result of your failing to make timely loan payments. And if you are under age 59½, this could further result in a 10% penalty.

**SPECIMEN
GOVERNMENTAL
403(b) PLAN**
BASIC PLAN DOCUMENT



FINANCIAL SERVICES
FOR THE GREATER GOOD®

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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.

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.

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.

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.

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.

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.

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.

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 83½ 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.

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.

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.

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.

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.

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 under 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

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.

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 provided 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.

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.

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.

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).

- 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.

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

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.

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

- 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).
 - 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).

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.

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.

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).

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.

- 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.

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.

- 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.

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:

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.

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.

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
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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.

Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART)

Basic Plan Document Amendment

This amendment of the Plan (hereinafter referred to as "the Amendment") is comprised of this Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART) Basic Plan Document Amendment (the "Basic Plan Document Amendment") and the corresponding Adoption Agreement Amendment. The Amendment is adopted to reflect the provisions of the Heroes Earnings and Assistance Relief Tax Act of 2008 (HEART). The Amendment is intended to provide good faith compliance with HEART and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective as specified in this Basic Plan Document Amendment except as otherwise provided in the Adoption Agreement Amendment. The Amendment supersedes the existing provisions of the Plan to the extent that those provisions are inconsistent with the provisions of the Amendment.

DEFINITIONS

DIFFERENTIAL WAGE PAYMENT

Differential Wage Payment is added to the Plan as a new defined term with the following definition:

Means a payment defined in Code Section 3401(h)(2) that is made by the Employer to an individual performing service in the uniformed services.

COMPENSATION

The Plan's definition of Compensation is modified by adding the following, as the next alphabetically ordered paragraph, to the end:

Differential Wage Payments

Notwithstanding anything in this Plan to the contrary, for years beginning on or after January 1, 2009, (or, if later, the Effective Date of the Plan) if the Employer chooses to provide Differential Wage Payments to individuals who are active duty members of the uniformed services, such individuals will be treated as Employees of the Employer making the Differential Wage Payment, the Differential Wage Payment will be treated as Compensation for purposes of applying the Code. Accordingly, Differential Wage Payments must be treated as Compensation under Code Section 415(c)(3) and Treasury Regulation 1.415-2(d). Differential Wage Payments will also be treated as Compensation for contribution, allocation and other general Plan purposes unless excluded from the Plan's definition of Compensation on the Adoption Agreement Amendment. In addition, the Plan will not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit that is based on Differential Wage Payments only if all Employees of the Employer (as determined under Code Sections 414(b), (c), (m), and (o)) performing service in the uniformed services described in Code Section 3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in the Plan, to make contributions based on the payments on reasonably equivalent terms.

DEEMED SEVERANCE FROM EMPLOYMENT

Deemed Severance from Employment is added to the Plan as a new defined term with the following definition:

Means, effective for years beginning on or after January 1, 2009, (or, if later, the Effective Date of the Plan) and notwithstanding the definition of Differential Wage Payment, an individual is deemed to cease to be an Employee for purposes of Code Section 414(u)(12)(B) during any period the individual is performing service in the uniformed services as defined in Code Section 3401(h)(2)(A).

EMPLOYEE

The Plan's definition of Employee is modified by adding the following to the end:

The term Employee will also include individuals providing qualified military service who are treated as reemployed for purposes of applying the rules under Code Sections 403(b)(14) and 414(u).

DISTRIBUTIONS

The Basic Plan Document section titled Miscellaneous Distribution Issues is modified by adding as the next numbered paragraph, to the end:

Distribution Due to a Deemed Severance from Employment – Except as otherwise elected in the Adoption Agreement Amendment, effective for years beginning on or after January 1, 2009, (or such later date as specified in the Adoption Agreement Amendment), individuals who have a Deemed Severance from Employment under Code Section 414(u)(12)(B) during a period of uniformed services as defined in Code Section 3401(h)(2)(A) may elect to receive a distribution of Elective Deferrals and income allocable. If an individual receives a distribution due to a Deemed Severance from Employment, the individual may not make an Elective Deferral or Nondeductible Employee Contribution during the six-month period beginning on the date of the distribution.

MISCELLANEOUS

The Basic Plan Document section MISCELLANEOUS is modified by adding as the next numbered section to the end:

MILITARY SERVICE

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u), including, but not limited to the following:

Part A. Benefit Accrual in the Case of Death or Disability Resulting From Active Military Service.

1. Benefit Accrual – If elected in the Adoption Agreement Amendment, for benefit accrual purposes, an individual who dies or becomes disabled on or after January 1, 2007, (or such later date as specified in the Adoption Agreement Amendment), while performing qualified military service (as defined in Code Section 414(u)) will be treated as if the individual resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), on the day preceding death or Disability (as applicable) and terminated employment on the actual date of death or Disability. If the Employer elects to treat an individual as having resumed employment as described above, subject to items (2) and (3) below, any full or partial compliance by the Plan with respect to the benefit accrual requirements will be treated for purposes of Code Section 414(u)(1) as if such compliance were required under USERRA.

2. Determination of Benefits – The amount of Nondeductible Employee Contributions and the amount of Elective Deferrals of an Employee treated as reemployed under Part A, item (1) for purposes of applying Code Section 414(u)(8)(C) will be determined on the basis of the individual's average actual Nondeductible Employee Contributions or Elective Deferrals for the lesser of:
 - a. the 12-month period of service with the Employer immediately prior to qualified military service (as defined in Code Section 414(u)), or
 - b. if service with the Employer is less than such 12 month period, the actual length of continuous service with the Employer.

Part B. Vesting in the Case of Disability Resulting From Active Military Service

Years of Vesting Service – If elected in the Adoption Agreement Amendment, for vesting purposes, an individual who becomes disabled on or after January 1, 2007, (or such later date as specified in the Adoption Agreement Amendment), while performing qualified military service (as defined in Code Section 414(u)) will be treated as if the individual resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), on the day preceding Disability and terminated employment on the actual date of Disability. If the Employer elects to treat an individual as having resumed employment as described above, subject to item (2) below, compliance by the Plan with respect to the vesting requirements will be treated for purposes of Code Section 414(u)(1) as if such compliance were required under USERRA.

Part C. Death Benefits

In the case of an individual Participant who dies on or after January 1, 2007, while performing qualified military service (as defined in Code Section 414(u)), the Participant's survivors are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment with the Employer and then terminated employment on account of death.

Worker, Retiree and Employer Recovery Act of 2008 (WRERA)

Basic Plan Document Amendment

The amendment of the Plan (hereinafter referred to as “the Amendment”) is comprised of this Worker, Retiree and Employer Recovery Act of 2008 (WRERA) Basic Plan Document Amendment (the “Basic Plan Document Amendment”) and the corresponding Adoption Agreement Amendment. The Amendment is intended to provide good faith compliance with WRERA and related guidance until the Plan is formally restated to incorporate such guidance. The Amendment is effective January 1, 2009, and such provisions apply to Plan operations during the period beginning on December 1, 2009, and ending on December 31, 2009. The IRS will not consider the Plan to have failed to operate in accordance with its terms merely because during the period beginning on January 1, 2009, and ending on November 30, 2009, the Plan’s operation conflicted with the provisions of the Amendment pertaining to required minimum distributions (RMDs) for 2009.

DEFINITIONS

2009 RMD

2009 RMD is added to the Plan as a new defined term with the following definition:

Means a required minimum distribution that would have been distributed to a Participant or Beneficiary for 2009 but for the enactment of Code Section 401(a)(9)(H).

EXTENDED 2009 RMD

Extended 2009 RMD is added to the Plan as a new defined term with the following definition:

Means one or more payments in a series of substantially equal distributions (that include the 2009 RMD) made at least annually and expected to last for the life (or life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.

ELIGIBLE ROLLOVER DISTRIBUTION

The Plan’s definition of Eligible Rollover Distribution is modified by adding the following as a new paragraph to the end.

Notwithstanding the foregoing, solely for purposes of applying the Direct Rollover distribution provisions of the Plan, 2009 RMDs and Extended 2009 RMDs distributed for 2009 will be treated as Eligible Rollover Distributions, unless otherwise elected in the Adoption Agreement Amendment.

CONTRIBUTIONS

The Basic Plan Document Section titled Rollover is modified by adding the following to the end:

If the Plan allows rollover contributions, 2009 RMDs and Extended 2009 RMDs distributed for 2009 will be considered Eligible Rollover Distributions and may be rolled over to the Plan in accordance with this section and the Plan’s existing rollover contribution elections.

DISTRIBUTIONS

The Basic Plan Document Section titled Required Minimum Distribution Requirements is modified by adding the following, as the next alphabetically ordered paragraph, to the end.

Temporary Waiver of Required Minimum Distribution Requirements

Notwithstanding anything in the Plan or the definition of Distribution Calendar Year to the contrary, Participants and Beneficiaries who would have been required to receive a 2009 RMD or Extended 2009 RMD but for the enactment of Code Section 401(a)(9)(H) will be given the choice to receive such distributions for 2009 unless otherwise indicated in the Adoption Agreement Amendment.

If a Participant or Beneficiary described above is allowed to remove their 2009 RMD or Extended 2009 RMD but does not elect to receive such amount, the 2009 RMD or Extended 2009 RMD will be retained in the Plan unless otherwise indicated in the Adoption Agreement Amendment.

In addition, notwithstanding anything in the Plan to the contrary, if a Beneficiary’s balance is required to be distributed under Code Section 401(a)(9)(B)(ii), the five-year period described in such section shall be determined without regard to calendar year 2009.