ENVOY
FINANCIAL

PREPARING FOR A **LIFETIME** OF MINISTRY

Envoy Financial Section 403(b)(9) Church Retirement Income Account Plan

PLAN DOCUMENT

Table of Contents

ARTICLE 1: INTRODUCTION

1.1 Establishment of Plan; Effective Date. The Employer has established this Plan under the name set forth in the Adoption Agreement. If the adoption of this Plan is as a new plan, the Effective Date is the Original Effective Date set forth in the Adoption Agreement. If the adoption of this Plan is as an amendment and restatement of an existing retirement plan established under Section 403(b) of the Internal Revenue Code of 1986 (Code Section §403(b)), the Effective Date of this Plan is the Original Effective Date of such existing plan, and this Plan will have a Restated Effective Date which is set forth in the Adoption Agreement. If this is a restated plan, except as otherwise required by law, with regard to any individual who was not a Participant on or after the Restated Effective Date, the provisions of this Plan as in effect on the date the individual ceased to be a Participant shall apply.

1.2 Adopting Employers. (a) This Plan may be adopted ***only*** by an Employer that has not elected, pursuant to Code §410(d) and Treas. Reg. §1.410(d)-1 to have certain provisions of the Code and ERISA, apply to the Plan, and that is—

(1) A Church that is described in Code §501(c)(3);

(2) A Church-Related Organization that is described in Code §501(c)(3);

(3) An employer of a Minister who, in connection with the exercise of his ministry is employed by an organization that is not described in Code §501(c)(3) with which the Minister shares common religious bonds, solely with respect to participation in the Plan by the Minister; or

(4) A Minister who, in connection with the exercise of his ministry, is self-employed.

(b) This Plan may ***not*** be adopted by an organization not described in subsection (a) that is—

(1) A Qualified Church-Controlled Organization—to wit, an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

(A) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(B) Normally receives more than 25% of its support from either: (A) governmental sources, or (B) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both; or

(2) A Non-Qualified Church-Controlled Organization—to wit, an organization described in Code §501(c)(3) that is not described in paragraph (1).

1.3 Plan. This Plan consists of this plan document, the Adoption Agreement, and all Appendices.

1.4 Purpose and Construction. (a) This Plan is intended to be a Retirement Income Account plan, in accordance with Treas. Reg. §1.403(b)-9(a)(2)(ii), to provide retirement income benefits to employees of the Employer and to enable such employees to save for their retirement. The Plan is intended to meet the requirements of Code §403(b), including Code §403(b)(9), as amended, and the applicable requirements of Treas. Reg. §1.403(b)-1 through §1.403(b)-11, and shall be construed and administered by the Plan Administrator and all other persons in accordance with those requirements.

(b) At all times, (1) the Plan shall maintain separate accounting for each Retirement Income Account's interest in the underlying assets (namely, there must be sufficient separate accounting in order for it to be possible at all times to determine the Retirement Income Account's interest in the underlying assets and to distinguish that interest from any interest that is not part of the Retirement Income Account); (2) investment performance shall be based on gains and losses on those assets; and (3) prior to the satisfaction of all liabilities to Participants and their Beneficiaries, the assets held in the Retirement Income Account shall not be used for, or diverted to, purposes other than for the exclusive benefit of plan Participants or their beneficiaries (and for this purpose, assets are treated as diverted to the employer if there is a direct or indirect loan or other extension of credit from assets in the account to the Employer).

1.5 Prototype Provisions. (a) In general. This Plan is a "§403(b) prototype plan" within the meaning of §5.01 of Rev. Proc. 2013-22. For this purpose, the following definitions apply:

(1) Adopting Employer means any Employer that has adopted this Plan by executing an Adoption Agreement; and

(2) Prototype Sponsor means Envoy Financial, Inc.

(b) Investments; Incorporation by Reference. All amounts held under the terms of this Plan must be invested in Investment Arrangements provided by a Funding Agent. This Plan incorporates by reference, as if fully set forth in the Plan, the terms and conditions of such Investment Arrangements, except that if there is any conflict between such terms and conditions and the terms of this Plan (without regard to the terms and conditions incorporated by this reference), the terms of this Plan shall govern.

(c) Amendment by Prototype Sponsor. (1) Required amendments. The Prototype Sponsor has the right, authority, and duty to, on behalf of all Adopting Employers, amend this Plan to the extent required to ensure that the Plan is, or continues to be, described in Code §403(b). Upon adoption of any such amendment, the Prototype Sponsor shall notify each Adopting Employer and provide each Adopting Employer with a copy of the Amendment. Each Adopting Employer shall be bound by any such amendment

(2) Permissive amendments. The Prototype Sponsor may provide other amendments to the Plan, subject to adoption by each Adopting Employer individually.

(d) Amendment by Employer. In addition to the provisions in §14.1 governing amendments, an Adopting Employer that amends the Plan or Adoption Agreement shall be considered to have adopted an individually designed plan, and the eligible employer is not entitled to reliance on an opinion letter issued with respect to the plan, if:

(1) the Adopting Employer amends any provision of the plan, including the Adoption Agreement (other than (A) to change the choice of options in the adoption agreement, (B) to add overriding language in the adoption agreement if necessary to satisfy Code §415 because of the required aggregation of multiple plans, (C) to change information in the Administrative Appendix, or (D) to adopt sample or model amendments published by the Service that specifically provide that their adoption by an adopter of an approved Code §403(b) prototype plan will not cause such plan to be treated as individually designed); or

(2) the Adopting Employer chooses to discontinue participation in the plan as amended by the Prototype Sponsor and does not substitute another approved Code §403(b) prototype plan.

(e) Termination by Employer. An Adopting Employer may discontinue its participation in this Prototype Plan by not less than 60 days' notice in writing to the Prototype Sponsor specifying the effective date of discontinuance.

(f) Termination by Prototype Sponsor. (1) The Prototype Sponsor may terminate the Adoption Agreement of any Adopting Employer (A) effective immediately if the Adopting Employer is not exempt from federal income tax under Code §501(c)(3) or is not described in Section 1.2; and (B) effective upon 30 days' notice in writing if the Adopting Employer fails to operate its plan substantially in accordance with the Plan and Adoption Agreement.

(2) The Prototype Sponsor may abandon the Plan by notifying each Adopting Employer that the form of the Plan has been terminated, that the Adopting Employer's plan will become an individually designed plan unless the Adopting Employer adopts another Code §403(b) pre-approved plan, and that any reliance by the Adopting Employer on any prior approval of the Plan by the Internal Revenue Service will not continue if there is any change in Code §403(b), or any regulations, revenue rulings, or other guidance published by the IRS.

(g) Plan Appendix. The Administrative Appendix, attached to the Adoption Agreement and incorporated into the Adoption Agreement and this Plan by this reference, identifies the parties responsible for administrative functions under the Plan, and lists all Funding Agents and Investment Funds approved for use under the Plan.

ARTICLE 2: DEFINITIONS

A word or term defined in this Article 2 (or in any other article) will have the same meaning throughout the Plan unless the context clearly requires a different meaning.

2.1 Account means account maintained for the benefit of any Participant or Beneficiary under any Investment Arrangement, including transfers and distributions made to a Participant, Beneficiary, or Alternate Payee, and shall be composed of the various applicable subaccounts set forth below:

(a) The Salary Reduction Contribution Account, which is the account of a Participant or Beneficiary with respect to contributions, if any, made by the Employer on behalf of such Participant pursuant to a Salary Reduction Agreement executed by such Participant in accordance with Article 5, and earnings thereon;

(b) The Basic Contribution Account, which is the account of a Participant or Beneficiary with respect to contributions, if any, made by the Employer on behalf of such Participant in accordance with Section 6.1, and earnings thereon;

(c) The Matching Contribution Account, which is the account of a Participant or Beneficiary with respect to matching contributions, if any, made by the Employer on behalf of such Participant in accordance with Section 6.2, and earnings thereon;

(d) The Roth Contribution Account, which is the account of a Participant or Beneficiary with respect to Designated Roth Contributions, if any, made by the Participant in accordance with Section 7.1, and earnings thereon;

(e) The Rollover Contribution Account, which is the account of a Participant or Beneficiary with respect to rollover contributions, if any, made by the Participant in accordance with Section 5.4, and earnings thereon;

2.2 Accumulated Benefit means the total benefit to which a Participant or Beneficiary is entitled (subject to any applicable vesting schedule) under the Plan, taking into account all contributions, earnings, gains, prior distributions, and losses (including expenses) properly allocable to the Participant's Account, and any distributions made to the Participant, and Beneficiary, or any Alternate Payee. .

2.3 Active Participant means a Participant in the employ of the Employer who is an Eligible Employee.

2.4 Adoption Agreement means the agreement by which the Employer adopted this Plan and made certain elections regarding the terms of the Plan.

2.5 Anniversary Year means the twelve (12) consecutive month period commencing with the date an Employee first completes an Hour of Service for an Employer or a Control Group Employer or any anniversary thereof.

2.6 Annuity Starting Date means the first day of the first period for which an amount is paid as an annuity or any other form of benefit set forth in Article 9 and not the actual date of

payment.

2.7 Automatic Contribution Arrangement means an arrangement described in the first sentence of Section 5.1(a)(2). The Participant will be furnished a Notice of Automatic Enrollment and Default Investment on his or her first day of employment, and during the last month of each Plan Year during which Automatic Contributions are being made on his behalf.

2.8 Beneficiary means an individual or entity designated by a Participant (or the survivor annuitant, if applicable) to receive any benefit payable hereunder upon the death of the Participant. The Participant shall designate one or more Beneficiaries by written notice filed with the Funding Agent in the form and manner prescribed by the Funding Agent. If the Participant fails to make such designation, or if the Beneficiary predeceases the Participant (or if all Beneficiaries predecease the Participant) and the Participant fails to make a new designation, his beneficiary will be his estate, subject to Article 9. If a Beneficiary is designated pursuant to a joint and survivor annuity and the Participant dies before the survivor annuitant, the survivor annuitant may designate a Beneficiary in the same manner as the Participant may designate a Beneficiary. If the Participant and the survivor annuitant fail to make such designation or, such Beneficiary predeceases the survivor annuitant, payment will be made to the estate of the last to survive of the Participant and the survivor annuitant.

2.9 Board means the Board of Trustees or Board of Directors (or the governing board, by whatever name it is known) of the Employer or a committee of such board acting on its behalf.

2.10 Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary or secondary school, or seminary, that is controlled, operated, or principally supported by a church or convention or association of churches.

2.10A Church-Related Organization means (a) a church, (b) a convention or association of churches, or (c) an organization, whether a civil law corporation or otherwise, the principal purpose or function of which is the administration or funding of a plan or program for the provision of retirement benefits or welfare benefits, or both, for employees of a church or convention or association of churches (including all individuals described in Code §414(e)(3)(B)), if such organization is controlled by or associated with a church or a convention or association of churches.

2.11 Code means the Internal Revenue Code of 1986, as amended from time to time. All references to any section of the Code shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory provision.

2.12 Committee means the committee appointed by the Employer for the purpose of administering the Plan on its behalf as set forth in Article 15.

2.13 Compensation means the amount of the Employee's Includible Compensation described in Section 2.28.

2.14 Contract means the contract or contracts or other investment instruments issued by any

Funding Agent in connection with the Plan. To the extent applicable, each Contract shall comply with the requirements of Code §403(b), and any provision of a Contract that violates Code §403(b)(by permitting or requiring an action prohibited by Code §403(b) or by prohibiting an action required by Code §403(b)) shall be void to the extent of the violation. Each Contract shall prohibit the use of any assets or income subject to the terms of this Plan for, and their diversion to, any purpose other than for the exclusive benefit of Participants and their Beneficiaries, unless all liabilities of the Plan to Participants and their Beneficiaries have been satisfied.

2.15 Control Group Employer means:

(a) Such other corporations and other entities presently or in the future, existing, which exempt under Code §501(c)(3) and are members of the controlled group which includes the Employer or are under common control with the Employer, as such terms are defined in Code §414 and Treas. Reg. §1.414(c)-5, but only during such period as such corporations or entities are members of the controlled group which includes the Employer or are under common control with the Employer and as they are exempt from federal income tax under Code §501(c)(3); and

(b) any other entity required to be aggregated with the Employer as one "employer" pursuant to Code §414(b), (c), (m), or (o), but only during the period the entity is required to be so aggregated with the Employer.

If the Employer is a Church, it shall determine which entities are Control Group Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

2.16 Deferral Limit means: (a) In general. The Deferral Limit is the Applicable Dollar Amount, which is $18,000 or any greater amount determined by the Secretary of the Treasury pursuant to Code §402(g)(4).

In the event that during the calendar year the Participant also made Elective Deferrals under any other Section 403(b) Plan, any Section 401(k) Plan, or SIMPLE Plan (as defined in Code §408), or any other plan that permits elective deferrals under Code §402(g) maintained by the Employer or (only with respect to a Section 403(b) Plan) a Control Group Employer, or of which the Employer receives actual notice from the Participant of his participation in such other plan, the Deferral Limit under this Plan shall be reduced by any such elective deferrals.

(b) Special rule. With respect to any Employee who has at least 15 Years of Denominational Service (determined in accordance with Code §403(b)(4) and Treas. Reg. §1.403(b)-4(e)), the Deferral Limit shall be increased by the least of:

(1) $3,000;

(2) $15,000 reduced by amounts not included in gross income for prior taxable years by reason of this paragraph; or

(3) The excess of $5,000 multiplied by the number of years of

Denominational Service of the Employee over the total Elective Deferrals made for the Employee during prior years of Denominational Service.

(c) For purposes of this Section 2.16, "Year of Service" means each full year during which an Employee is a full-time employee of the Employer, plus fractional credit for each part of a work period during which the Employee is either a full-time employee or a part-time employee of the Employer. An Employee's number of Years of Service equals the aggregate number of annual work periods during which their Employee is employed by the Employer. The work period is the Employer's annual work period. The determination of a Participant's number of Years of Service shall be made in accordance with Treas. Reg. §1.403(b)-4. In the case of an Employee of a church, convention or association of churches, or an organization described in Code §414(e)(3)(A) (an organization, whether a civil law corporation or otherwise, the principal purpose or function of which is the administration or funding of a plan or program for the provision of retirement benefits or welfare benefits, or both, for the employees of a church or a convention or association of churches), if such organization is controlled by or associated with a church or a convention or association of churches, any period during which an individual is an employee of any church, convention or association of churches, or Code §414(e)(3)(A) organization that shares common religious bonds and convictions with the Employee's employer shall be taken into account in determining the Employee's Years of Service. In the case of a duly ordained, commissioned, or licensed minister of the gospel, Years of Service includes all years of service.

(d) Age 50 Catch Up Contributions. (1) In the case of a Participant who has attained, or will have attained, age 50 before the end of the calendar year, the Deferral Limit for the calendar year is increased by the lesser of (i) the Age 50 Catch Up Dollar Limit for the year in question, or (ii) the excess of the Participant's Compensation over the amount of any other elective deferrals made by the Participant for the year without regard to this subsection.

(2) The Age 50 Catch Up Dollar Limit is the greater of $6,000 or the amount determined by the Secretary of the Treasury pursuant to Code §414(v)(2)(C).

2.16A Denominational Service means an individual's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church.

2.17 Designated Roth Contribution means an Elective Deferral described in Section 2.18A(e) that is timely and irrevocably designated by the Participant as not being excluded from the Participant's gross income. All Designated Roth Contributions shall be allocated to the Participant's Roth Contribution Account, and shall be treated by the Employer as includible in the Participant's gross income when the Participant would have received the amount in cash had he or she not made an Elective Deferral.

2.18 Disability means, in accordance with Code §72(m)(7), a condition that a physician acceptable to the Committee deems to render a Participant unable 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 to be of a long-continued and indefinite duration.

2.18A Elective Deferrals means any employer contribution made to a retirement plan at the election of a Participant in lieu of receiving cash, i.e.—

(a) Any employer contribution under a qualified cash or deferred arrangement (as defined in Code §401(k)) to the extent not includible in gross income for the taxable year under Code §402(e)(3) (determined without regard to Code §402(g));

(b) Any employer contribution to the extent not includible in gross income for the taxable year under Code §402(h)(1)(B) (determined without regard to Code §402(g));

(c) Any employer contribution to a Section 403(b) Plan pursuant to a salary reduction agreement (within the meaning of Code §3121(a)(5)(D));

(d) Any elective employer contribution to a SIMPLE Plan under Code §408(p)(2)(A)(i); and

(e) Any Designated Roth Contribution that is otherwise described in subsection (c) above.

An employer contribution shall not be treated as an Elective Deferral if the contribution is made pursuant to a one-time irrevocable election made by the Employee at the time of initial eligibility to participate in the Plan, or is made pursuant to a similar arrangement involving a one-time irrevocable election specified in regulations issued by the Secretary of the Treasury. Any amount distributed pursuant to Section 9.16 shall not, after the date if distribution, be treated as an Elective Deferral.

2.19 Eligible Employee means all Employees of an Employer, and any Minister whose compensation is paid for services performed in the exercise of his ministry (hereinafter "a Minister"), regardless of whether he is a common law employee of the Employer, except:

(a) The Employees excluded in the Adoption Agreement;

(b) Any nonresident alien who receives no earned income within the meaning of Code §911(d)(2) from an Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)); and

(c) Any leased employee within the meaning of Code §414(n).

Any person (other than a Minister) classified in good faith by the Employer as an independent contractor who is subsequently classified by the Internal Revenue Service or any court as a common law employee of the Employer shall not be an Eligible Employee until the first day of the month that begins at least 30 days after the date any such classification becomes final and non-appealable.

2.20 Employee means an individual who is—

(a) a common law employee of an Employer;

(b) an employee of any other entity required to be aggregated under Code §414(b), (c), (m), or (o) with the Employer;

(c) a self-employed minister described in Code §414(e)(5)(A)(i)(I); or

(d) a minister described in Code §414(e)(5)(A)(i)(II).

2.21 Employer means—

(a) the employer named in the Adoption Agreement, which is exempt under Code §501(c)(3), is described in Section 1.2(a), and is the primary sponsor of the Plan;

(b) any Member Employer while such entity, if any, is a Member Employer;

(c) a self-employed minister described in Code §414(e)(5)(A)(i)(I); or

(d) an organization not exempt from federal income tax under Code §501(c)(3) that employs a minister described in Code §414(e)(5)(A)(i)(II) , but solely with respect to participation in the Plan by the minister, and only if the organization's participation is approved by the Prototype Sponsor in accordance with rules and procedures adopted for that purpose.

Each Employer shall be liable for the portion of any contribution attributable to Compensation paid by it to its Employees.

2.22 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time. All references to any section of ERISA shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory provisions.

2.23 Entry Date means:

(a) With respect to salary reduction contributions, the day an Eligible Employee completes one (1) Hour of Service; and

(b) With respect to contributions by an Employer, the date set forth in the Adoption Agreement, after the Employee satisfies any applicable minimum age and service requirements.

2.24 Fiduciary means any person to the extent that he (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any

authority or control respecting management or disposition of its assets; (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan, or has any authority or responsibility to do so; or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan. Such term includes persons designated by fiduciaries named in the Plan to carry out fiduciary responsibilities under the Plan.

2.25 Code §415 Limit means:

(a) General rules. (1) The lesser of (1) $53,000 (or any higher amount determined by the Secretary of the Treasury pursuant to Code §415(d)), or (2) 100 percent of Compensation (disregarding any amount excluded from the Participant's gross income by reason of Code §107); or

(2) Special rule. At the election of a Participant who is an employee of a church or a convention or association of churches, or an organization described in Code §414(e)(3)(B)(ii) (an organization, whether a civil law corporation or otherwise, which is exempt from tax under Code §501 and which is controlled by or associated with a church or a convention or association of churches), $10,000, provided that the total amount of additions with respect to any Participant that may be taken into account for purposes of this subsection shall not exceed $40,000; or

(3) Foreign missionaries. In the case of any employee of a Church performing services outside the United States and whose adjusted gross income (determined separately and without regard to community property laws) does not exceed $17,000, $3,000.

The Code §415 Limit for any calendar year shall be based on the Limitation Year ending with or within such calendar year and on the definition of "Includible Compensation" set forth in Section 2.28, and shall be determined by applying the rules in Code §415(f), (g), and (h).

(b) For purposes of subsections (a)(2) and (a)(3), (1) all Years of Service by a duly ordained, commissioned, or licensed minister of a church, or a lay person, as a paid employee of a church or convention or association of churches with which the Employer is associated, including an organization described in Code §414(e)(3)(B)(ii) (an organization, whether a civil law corporation or otherwise, which is exempt from tax under Code §501 and which is controlled by or associated with a church or a convention or association of churches with which the Employer is associated), shall be considered as Years of Service for one employer, and all amounts contributed by each such church (or convention or association of churches) or organization for such minister or lay person shall be considered to have been contributed by one employer; and (2) all Years of Service by a duly ordained, commissioned, or licensed minister of a church shall be considered as Years of Service for one employer .

(c) The Code §415 Limit determined pursuant to subsection (a) shall be reduced by Annual Additions (as defined in Code §415(c)(2)) credited to the Participant under (1) any other prototype Section 403(b) Plan of the Employer; (2) any

defined contribution plan maintained by an employer controlled (as defined in subsection (d)) by the Participant); and (3) any Section 403(b) Plan of any other employer. For purposes of this Section 2.25 and Section 5.3, a "prototype Section 403(b) Plan means a Section 403(b) Plan whose form is the subject of a favorable opinion letter from the Internal Revenue Service.

(d) When a Participant controls any other employer, the Annual Additions (as defined in Code §415(c)(2)) under all defined contribution plans maintained by all such employers shall be aggregated with the annual additions to the Participant's Account in determining whether the annual additions under this Plan exceed the Code §415 Limit. For purposes of the preceding sentence, "control" means (1) with respect to a corporation, ownership of stock possessing more than 50 percent of the total combined voting power of all classes of stock entitled to vote or more than 50 percent of the total value of shares of all classes of stock of each of the corporations; (2) with respect to any non-profit employer, the direct or indirect authority to appoint more than 50 percent of the members of the governing body; and (3) with respect to any other employer, ownership of interests comprising more than 50 percent of the voting power or more than 50 percent of the total value of all ownership interests in the employer. All determinations with respect to this paragraph shall be made in accordance with the rules in Code §414(b) and (c), and Code §415(h).

(e) The Plan Administrator shall send an annual written or electronic notice to each Participants that explains the rule described in subsection (d) in a manner calculated to be understood by the average Participant, and informs the Participant that the application of the rule in subsection (c) will take into account information supplied by the Participant, and that failure to supply necessary and correct information to the Plan Administrator may result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b).

(f) For purposes of this Section 2.25, "Annual Additions" means the following amounts credited to a Participant's Account:

(1) Employer contributions, including Elective Deferrals (other than Age 50 Catch Up Contributions and contributions that have been distributed to a Participant as Excess Elective Deferrals);

(2) After-tax Employee contributions;

(3) Forfeitures allocated to a Participant's Account;

(4) Amounts allocated to an individual medical account, as defined in Code §415(l)(2), which is part of a pension or annuity plan, and 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 §419A(d)(3), under a welfare benefit fund, as defined in Code §419(e); and

(5) Allocations under a simplified employee pension.

Amounts described in paragraphs (1), (2), (3), and (5) are Annual Additions for purposes of both the dollar limitation under subsection (a)(1) and the percentage of compensation limitation under subsection (a)(2). Amounts described in paragraph (4) are Annual Additions solely for purposes of the dollar limitation under subsection (a)(1).

(g) If the Annual Additions credited to a Participant's Account for any Limitation Year, or credited to the Participant's Account and credited to the Participant under any other plans aggregated with this Plan, exceed the Code §415 Limit, the excess Annual Additions attributable to this Plan is the Annual Additions last credited , except that Annual Additions to another defined contribution Section 401(a) Plan or to a Simplified Employee Pension maintained by Employer controlled by the Participant shall be deemed to have been credited first.

(h) If an excess Annual Addition is credited to a Participant under this Plan and under another Section 403(b) Plan of the Employer that is a prototype plan on the same date, the excess Annual Addition attributable to the Plan is the ratio of (1) the total Annual Additions credited to the Participant for the Limitation Year as of that date under this Plan to (2) the total Annual Additions credited to the Participant for their Limitation Year under all Section 403(b) prototype plans maintained by the Employer.

2.26 Code §414(s) Compensation means compensation as defined in Code §415(c)(3) and Treas. Reg. §1.415(c)-2(d)(3), i.e., wages within the meaning of Code §3401(a), plus amounts excluded from wages described in Code §§125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b), (a) without regard to any amount excluded from wages based on the nature or location of the services performed,. and (b) for Limitation Years beginning after June 30, 2007, including amounts paid by the later of (i) 2-1/2 months after the Employee's Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee's Severance from Employment.

2.27 Funding Agent means any provider of an Investment Arrangement in which funds held in a Retirement Income Account may be invested. Except as required or permitted with respect to annuity distributions under Articles 9 and 10, all contributions made under this Plan (and the earnings thereon) shall be invested solely in Investment Arrangements.

2.28 Includible Compensation means the amount of compensation from the Employer earned during the most recent Year of Service that is includible in the Participant's gross income or, in the case of a Minister who is self-employed, the Minister's earned income as defined in section 401(c)(2) for the most recent period that is a Year of Service, (without regard to any community property laws), including amounts paid after the Participant's severance from employment and paid by the later of (i) 2-1/2 months after the severance from employment or (ii) the end of the Limitation Year that includes the date of severance from employment. Includible Compensation shall be determined in accordance with Code §403(b)(3), Treas. Reg. §1.403(b)-2(b)(11), and the following rules:

(a) The amount of compensation that is includible in gross income shall be

computed without regard to the exclusion allowed by Code §911;

(b) For years beginning before January 1, 1998, Includible Compensation does not include any amount contributed by the Employer for a Code §403(b) annuity contract, whether or not it is excludible from compensation for such year under Code §403(b);

(c) For years beginning after December 31, 1997, Includible Compensation includes any Elective Deferrals under the Plan, any other elective deferral described in Code §402(g)(3), and any amount that is contributed by the Employer at the election of the Employee and that is not includible in the Employee's gross income by reason of Code §125, Code §402(e)(3), Code §402(h)(1)(B), Code §402(k), or Code §457(b);

(d) Includible Compensation shall be recognized in the Year of Service earned and not the year paid, provided that non-elective or matching contributions to Code §403(b) Plans and Code §401(a) Plans are not includible;

(e) Contributions to Simplified Employee Pension Plans are not Includible Compensation;

(f) The cost of incidental life insurance provided under a Code §403(b) Plan is not Includible Compensation;

(g) For years beginning after December 31, 2000, Includible Compensation shall include amounts not includible in the Employee's gross income by reason of Code §132(f)(4);

(h) For years beginning after December 31, 2008, Includible Compensation shall include the amount of any "differential wage payment." For this purpose, a "differential wage payment" is any payment made by the Employer to the Employee with respect to any period during which the Employee is performing Qualified Military Service while on active duty for more than 30 days, and that represents all or a portion of the compensation the Employee would have received from the Employer if the Employee were performing service for the Employer during the period.

(i) Includible Compensation does not include any amount paid when the Employer was not exempt from federal income tax under Code §501(c)(3).

2.29 Insurance Company means any insurance company from which the Employer purchases annuity contracts solely to make permissible distributions to Participants or Beneficiaries under the Plan.

2.30 Investment Arrangement means a Retirement Income Account that satisfies the requirements of Treas. Reg. §1.403(b)-9(a)(2) and in which amounts held under the Plan may be invested. From time to time, the Employer or the Committee, as the case may be, may designate additional Investment Arrangements, withdraw Investment Arrangements, or otherwise change the designation of Investment Arrangements. A list of Funding Agents of Investment Arrangements approved for use under the Plan,

including sufficient information to identify the approved Investment Arrangements, shall be maintained in the Administrative Appendix. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference into the Plan.

2.31 Limitation Year means the calendar year unless the Employee elects otherwise in the manner required by the Internal Revenue Service and notifies the Employer in the manner required by the Employer.

2.32 Member Employer means any entity that is or hereafter becomes a Control Group Employer, or a limited liability company whose sole member is an Employer or Control Group Employer and that is disregarded pursuant to Treas. Reg. §310.7701-3(b)(1)(ii), and assumes the obligations of the Plan by vote of its Board and with the consent of the Board of the Employer. If the Plan is adopted by a Member Employer only with regard to certain divisions, only those divisions shall be deemed a Member Employer and the other divisions of such Member Employer shall not be deemed to be a Member Employer. The Member Employer or Member Employers, if any, are set forth in the Adoption Agreement.

2.32A Minister means an ordained, commissioned, or licensed minister of the gospel within the meaning of Code §1402(c).

2.32B Normal Retirement Age means, with respect to a Participant, the later of (a) when the Participant attains age 65 or (b) the 5th anniversary of the date the Participant commenced participation in the Plan.

2.33 Participant means any individual who at the time of any determination hereunder is participating in the Plan in accordance with the provisions of the Plan. An individual shall cease to be a Participant when he no longer has any interest in any Accounts under the Plan.

2.34 Plan means the Plan as set forth in this document and the Adoption Agreement, including all amendments thereto.

2.35 Plan Administrator means the Employer, or such other person or persons named in the Adoption Agreement.

2.36 Plan Year means the twelve (12) month period identified in the Adoption Agreement. If necessary, the first Plan Year, or a Plan Year when the last month of the Plan Year is changed, shall be a short year ending on the last day of the month of the old Plan Year.

2.37 Qualified Joint and Survivor Annuity Notice means a written explanation that satisfies the requirements of Code §417(a)(3)(A) and the regulations thereunder.

2.38 Qualified Military Service means any service by any individual in the uniformed services (as defined in 38 U.S.C. §4303), to wit: “the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to

perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32" of the United States Code; provided that, with respect to such service, the individual is entitled to re-employment rights under chapter 43 of title 38 of the United States Code." Notwithstanding any other provision of this Plan to the contrary, contributions, benefits, and service credit with respect to Qualified Military Service shall be provided in accordance with Code §414(u). In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

2.39 Retirement Date means a Participant's Normal Retirement Date or Disability Retirement Date, as follows:

(a) A Participant's "Normal Retirement Date" shall be the first day of the calendar month coinciding with or immediately following his sixty-fifth (65th) birthday.

(b) A Participant's "Disability Retirement Date" shall be the first day of any month coinciding with or immediately following the date the Participant incurs a Disability.

2.39A Retirement Income Account means a defined contribution program established or maintained by a church, or a convention or association of churches, including an organization described in Code §414(e)(3)(A), to provide benefits under Code §403(b) for its Employees or their Beneficiaries as described in Treas. Reg. §1.403(b)-9.

2.40 Salary Reduction Agreement means an agreement between an Employer and an Employee, filed with the Plan Administrator, under the terms of which the Employee agrees to be bound by all the terms and conditions of the Plan, the Employer agrees to make certain contributions on the Employee's behalf under Section 5.1(a)(1) or Article 7 and the Employee agrees that his Compensation will be reduced by the amount of the contribution. and makes allocations of amounts contributed on his behalf among the available Investment Arrangements.. Once executed, the Salary Reduction Agreement shall be legally binding and irrevocable with respect to amounts earned while the agreement is in effect. A Participant may make or change a Salary Reduction Agreement at any time, and any new or changed Salary Reduction Agreement shall be effective as soon as administratively practicable after filing, and remain in effect until a new Salary Reduction Agreement is filed with the Plan Administrator. For purposes of this Section 2.40, "compensation otherwise payable in cash" means all cash compensation for services to the Employer that is includible in the Employee's gross income, and amounts that would be includible in gross income but for an election under Code §125. 132(f), 401(k), 403(b), or 457(b).

2.41 Section 401(a) Plan means a plan that satisfies the requirements of Code §401(a).

2.42 Section 401(k) Plan means a cash or deferred arrangement that satisfies the requirements of Code §401(k).

2.43 Section 403(b) Plan means a plan that satisfies the requirements of Code §403(b).

2.44 Spouse means a Participant's legal spouse as determined, as of the relevant date, under applicable federal and State law.

2.45 Severance from Employment occurs when the Employee has ceased to be employed by the Employer maintaining the Plan or any Control Group Employer for any reason, including, but not limited to, retirement, death, disability, resignation, or dismissal with or without cause. In addition, an Employee has a Severance from Employment when he ceases to be employed by any Control Group Employer that is exempt from federal income tax under Code §501(c)(3). When an Employee begins an authorized leave of absence or layoff, Severance from Employment shall not be deemed to occur until his leave of absence expires without immediate re-employment, or in the case of layoff, he is not re-hired within the time established by the Employer in accordance with the general policy of the Employer. When an Employee is on a military leave of absence, and except as provided for the limited purpose in Section 9.7(d), Severance from Employment shall not be deemed to occur unless and until the Employee fails to return to employment prior to the end of the period during which his right to re-employment is protected by the Selective Service Act, USERRA, or any similar law then existing. Except as permitted in this Section 2.45, when an Employee is transferred from one Employer or Control Group Employer to another Employer or Control Group Employer, the Employee will not be deemed to have incurred a Severance from Employment until he is no longer employed by any Employer or Control Group Employer.

2.46 USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301 et seq., as amended.

2.47 Valuation Date means each business day on which the Funding Agent values an Investment Arrangement.

2.48 Value means the net value of all assets, earned or accrued, allocated to a Participant's Account.

2.49 Year of Service. For purposes of Section 2.25 (Code §415 Limit), and Section 2.28 (Includible Compensation), "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

ARTICLE 3: DEFINITIONS AND RULES RELATING TO SERVICE

3.1 Hour of Service.

(a) Except as provided in subsection (b), an Employee's Hours of Service will be counted by giving the Employee credit for:

(1) Each hour for which he is paid, or entitled to payment, for the performance of duties for the Employer or a Control Group Employer (but only for actual hours worked irrespective of premium pay). These hours will be credited to the Participant for the Computation Year in which the duties are performed; and

(2) Each hour for which he is paid, or entitled to payment, by the Employer or a Control Group Employer on account of a period of time during which no duties are performed (regardless of whether the employment relationship has terminated) due to vacation, holiday, disability, sick days, layoff, jury duty, military duty or paid leave of absence. No more than 501 Hours of Service will be credited under this subsection (ii) for any single continuous period (whether or not such period occurs within a single computation period). Hours of Service will not be credited for any hours for which an Employee is paid under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability laws. Hours under this subsection (ii) will be calculated and credited under Department of Labor Regulations, 29 C.F.R. §2530.200b-2(b) and (c), which are incorporated herein by this reference; and

(3) Each hour for which back pay, regardless of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subsection (i) or subsection (ii), as the case may be, and under this subsection (iii). 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.

(b) For purposes of crediting Hours of Service during which an Employee did not perform duties for the Employer, subject to the limitations of this Section 3.1, Hours of Service will be determined as follows:

(1) if payments are calculated on the basis of units of time, the Hours of Service credited will be equal to the number of the Employee's regularly scheduled working hours in such unit of time;

(2) if payments are not calculated on the basis of units of time, the number of Hours of Service to be credited will be equal to the amount of the payment divided by the Employee's most recent hourly rate of compensation for the performance of duties; and

(3) if no payments were made, the Hours of Service credited, if any, will be at the rate of 40 hours per week.

(4) Employees compensated on other than an hourly basis and for whom hours are

not required to be counted and recorded by any other federal law, such as the Fair Labor Standards Act, will be credited with 45 hours per week for any week during which the Employee is credited with 1 Hour of Service.

(5) Hours of Service will not be credited for payments that were made solely to reimburse an Employee for medical or medically related expenses incurred by the Employee, nor for extra pay for any period for which Hours have previously been credited, such as extra pay in lieu of vacation.

(6) When necessary, Hours of Service completed prior to the Effective Date will be determined from such records as the Employer has maintained in the past, making reasonable approximations where necessary. If these records are insufficient to make an approximation, a reasonable estimate of Hours to be credited will be made.

(c) For purposes of this Section 3.1, the "Employer" shall be deemed to refer also to the "uniformed services," as defined in 38 U.S.C. §4303(16), to wit: "the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency."

3.2 Computation Year means the Plan Year beginning with the Plan Year in which the first Anniversary Year ends, provided that the first year will be the Anniversary Year. Notwithstanding the foregoing, in the event 2 Years of Service is a requirement for eligibility for participation, then the Computation Year means an Anniversary Year.

3.3 Continuous Service means a Participant's most recent period of uninterrupted service with the Employer or any Control Group Employer prior to his retirement or other Severance from Employment, if earlier. Continuous Service shall not be broken in any Computation Year in which an Employee completes more than 500 Hours of Service. Continuous Service will be considered broken in any Computation Year in which an Employee completes 500 or fewer Hours of Service. For the purpose of determining Continuous Service, and only for such purpose, Hours of Service will also include hours during which the Employee is on an authorized leave of absence and, subject to Section 3.4, hours during which the Employee is on a Childrearing Absence.

3.4 Childrearing Absence.

(a) Childrearing Absence means any period of absence of an Employee (1) by reason of the pregnancy of such Employee, (2) by reason of the birth of a child of such Employee, (3) by reason of the placement of a child with such Employee in connection with the adoption of such child by such Employee, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Childrearing Absences shall be granted in accordance with such policies as may, from time to time, be adopted by the Employer, and none of the provisions of this Plan shall be construed to afford any Employee any rights other than in

accordance with such policies.

(b) For the purpose of determining whether an Employee's Continuous Service is broken under Section 3.3, and only for such purpose, an Employee who incurs a Childrearing Absence shall be compensated with Hours of Service for the period of such absence equal to either (i) the Hours of Service that would have been credited to such Employee but for such Childrearing Absence, or (ii) if the Hours of Service to be credited to such Employee pursuant to the preceding clause (i) cannot be determined, 8 Hours of Service for each normal workday of absence; *provided, however*, that in no event shall any Employee be credited with more than 501 Hours of Service under this Section 3.4. Hours of Service credited under this Section 3.4 shall be credited only to the Computation Year in which an Employee's Childrearing Absence begins, if, and to the extent, such Employee would be prevented from incurring a One-Year Break in Service in such year solely as a result of the treatment of such Childrearing Absence as Hours of Service, and in all other cases, to Computation Year immediately following the Computation Year in which such Childrearing Absence begins.

3.5 Military Service. Notwithstanding any other provisions of this Article 3, any Employee who is re-employed pursuant to USERRA shall be treated for purposes of this Article 3 as not having incurred a Break in Service by reason of the Employee's Qualified Military Service.

3.6 One-Year Break in Service. A One-Year Break in Service of an Employee is a Computation Year during which such Employee completes 500 or less Hours of Service required for a Year of Service under Section 3.8.

3.7 Break in Service.

(a) If any Employee whose Continuous Service is broken is subsequently re-employed, his prior Years of Service shall be reinstated if and only if:

(1) he had met the requirements for a vested benefit in Employer derived benefits under the Plan at the time of his Break in Service, or

(2) the number of his consecutive one-year Breaks in Service from the time his prior Continuous Service is deemed broken to the date of his reemployment does not exceed the greater of (A) five (5) or (B) the aggregate number of Years of Service credited to such Employee for the period prior to the time his Continuous Service was broken.

(b) If the Employee's Continuous Service is broken and such Employee incurs five (5) consecutive one-year breaks in Service, Years of Service after such five (5) year period shall not be taken into account for purposes of determining the nonforfeitable percentage of his accrued benefit that accrued prior to such five (5) year period.

3.8 Solely for purposes of Section 3.9, 4.1, and Article 8, Year of Service means a Computation Year during which an Employee is credited with not less than 1,000 Hours of Service. No partial Years of Service shall be credited. Years of Service shall be

credited only at the end of the Computation Year and an Employee shall not be deemed to accumulate proportionate amounts of such Years of Service during the Computation Year.

3.9 Years of Vesting Service. Years of Vesting Service shall not include Years of Service completed prior to the Employee's 18th birthday. Subject to the preceding sentence, Years of Service for Vesting shall be all Years of Service, including those Years of Service prior to the Effective Date of the Plan, and Years of Service for a predecessor employer whose plan is maintained by the Employer. . In the case of any Participant who dies or becomes Disabled after January 1, 2007 while performing Qualified Military Service, Years of Vesting Service shall include the period of Qualified Military Service during which the Participant died or became Disabled.

ARTICLE 4: PARTICIPATION

4.1 Immediate Participation. If this Plan is a new plan, and except as provided in Section 4.4, each person who is an Eligible Employee shall become eligible to participate in the Plan on the Effective Date, if such person satisfies the age and service requirements set forth below.

If this Plan is a restated plan, each present Participant shall continue to be a Participant in the Plan. Any other Eligible Employee shall become a Participant in the Plan on the Restated Effective Date if he has satisfied the age and service requirements set forth below.

An Eligible Employee will be eligible to become a Participant in the Plan for purposes of Employer basic contributions and Employer matching contributions (pursuant to Section 6.1 or Section 6.2), if any, upon completion of the minimum age and service set forth in the Adoption Agreement.

4.2 Future Eligibility. Each Eligible Employee who is in the service of the Employer on the Effective Date, if this is a new plan, or the Restated Effective Date, if this is not a new plan, but who is not eligible to join the Plan as of such date in accordance with the provisions of Section 4.1, and each Employee who is hired after such date or becomes an Eligible Employee after such date, shall be eligible to become a Participant in the Plan on the first Entry Date coinciding with or immediately following the date he satisfies the age and service requirements set forth in Section 4.1. An Employee who was not a member of an eligible class of employees, and who becomes a member of an eligible class, will become a Participant in the Plan immediately if the Employee has satisfied the Plan's age and service requirements and would otherwise have previously become a Participant.

4.3 Re-employment.

(a) An Employee who has at any time been eligible to be a Participant in the Plan and who terminates his employment or ceases to be an Eligible Employee and is later re-employed by the Employer or again becomes an Eligible Employee, as the case may be, shall immediately be eligible to become a Participant in the Plan upon his re-employment or reclassification. For purposes of this Section 4.3, a Participant's date of re-employment or reclassification shall be the date on

which such Participant first performs an Hour of Service following his re-employment or reclassification by the Employer, as the case may be.

(b) If an Employee who satisfies the Plan's age and service requirements, if any, for participation becomes an Eligible Employee due to a change in his employment status, he will become a Participant immediately if he would have been eligible to become a Participant on a previous Entry Date had he always been an Eligible Employee.

(c) If a Participant becomes ineligible due to a change in his employment status but has not incurred a Break in Service, such Employee shall become a Participant again immediately upon thereafter becoming an Eligible Employee.

4.4 Eligibility for Employee Salary Reduction Contributions Only. Notwithstanding the provisions of Sections 4.1 and 4.2, all Employees of the Employer or a Control Group Employer, other than those Employees excluded in the Adoption Agreement, shall be eligible to become a Participant in the Plan for the limited purpose of making contributions pursuant to a Salary Reduction Agreement upon commencement of employment. The Employer shall notify each Employee of his or her right to make contributions pursuant to a Salary Reduction Agreement not later than 30 days after the Employee's commencement of employment.

4.5 Enrollment. To facilitate participation in the Plan, an Eligible Employee shall sign such enrollment forms as the Employer and Funding Agent prescribe, including a Salary Reduction Agreement, if applicable, and shall furnish such other information as the Employer or Funding Agent deems necessary. Each Participant shall promptly notify the Employer and each Funding Agent is whose Investment Funds he has amounts invested of any material changes to the information previously provided.

ARTICLE 5: EMPLOYEE CONTRIBUTIONS AND INVESTMENT FUNDS

5.1 Contributions by Participant.

(a)(1) Salary Reduction Agreement. An Eligible Employee may make voluntary contributions ("Elective Deferrals") under the Plan by means of a Salary Reduction Agreement between the Employer and the Employee, in an amount not less than 1%, and not more than 100%, of Compensation, provided that in no event shall the amount of contributions made pursuant to a Salary Reduction Agreement for any Participant for any calendar year be (i) in excess of the Deferral Limit or (ii) at a rate that would result in a contribution of less than two hundred dollars ($200) during a full year. The Employer shall reduce the compensation otherwise payable to the Participant by the amount required pursuant to the Salary Reduction Agreement and shall contribute such amount to the applicable Funding Agent on behalf of the Participant. The Plan Administrator shall give each Employee written notice of the right to make Elective Deferrals not later than 30 days after the Employee first performs an Hour of Service for the Employer, and shall allow the Participant to make an election up to 30 days after notice is provided. No contributions may be made by any Participant other than pursuant to a Salary Reduction Agreement. Except as permitted by Article 7, no after-tax or other contributions treated as "investment in the contract" under

Code §72 may be made by any Participant.

(2) Automatic Contributions. If elected by the Employer in the Adoption Agreement, and subject to the limitations in paragraph (1), an Eligible Employee who does not execute a Salary Reduction Agreement within 15 business days after the day on which he first performs an Hour of Service for the Employer or any Control Group Employer shall be deemed to have executed a Salary Reduction Agreement to make voluntary contributions ("Automatic Contributions") in an amount equal to the percentage of Compensation elected by the Employer in the Adoption Agreement Any increase in the percentage, as identified in the Adoption Agreement, shall be effective as of the beginning of the first pay period that begins in the Plan Year. The deemed election shall terminate as of the effective date of any actual election by the Employee, including an election to have no contributions made pursuant to a Salary Reduction Agreement, or as of the effective date of any election to withdraw pursuant to Section 9.16(a).

(3) Notice of Automatic Contributions. If the Employer has elected in the Adoption Agreement to make Automatic Contributions for Employees described in paragraph (2), then, not later than when the Employee first performs an Hour of Service, and at least 30 days, but not more than 90 days, before the beginning of each subsequent Plan Year, it shall provide each such Employee with a notice, written in a manner calculated to be understood by the average recipient, accurately describing:

(A) The amount that will be contributed on behalf of the Employee in the absence of an actual election or an election to withdraw amounts contributed, pursuant to Section 5.1(a)(2);

(B) The Employee's right to have no Automatic Contributions made on his behalf, or, pursuant to Section 5.1(a)(1), to elect to make a different amount of contributions;

(C) How Automatic Contributions will be invested in the absence of the Employee's investment instructions; and

(D) The Employee's right under Section 9.16 to withdraw the Automatic Contributions, adjusted for gains, earnings, and losses, and the procedure to electing to make such a withdrawal.

(b) Deposit with Funding Agent. The Employer shall forward the amounts collected to the applicable Funding Agent as of the earliest date when such contributions can reasonably be segregated from the Employer's general assets, but in no event later than (i) fifteen (15) days from the date on which such amounts would otherwise have been payable to the Participant or (ii) any earlier date that is required by law.

(c) USERRA. (1) General rule. Any Participant who is re-employed by the Employer pursuant to USERRA after a period of Qualified Military Service shall be entitled to make voluntary contributions ("USERRA Contributions") otherwise

described in Section 5.1(a) during the period that begins on the date of re-employment and has the same length as the lesser of (i) the product of 3 and the period of Qualified Military Service that resulted in the re-employment, or (ii) five years.

(2) Maximum USERRA Contribution. The maximum amount of USERRA Contributions that may be made by such a re-employed Participant shall be determined by defining "Compensation" as the compensation the Employee would have received during the period of Qualified Military Service if the Employee were not in Qualified Military Service, based on the rate of pay the Employee would have received from the Employer but for the Employee's Qualified Military Service; or if such Compensation is not reasonably certain, the Employee's average compensation from the Employer during the period (not exceeding 12 months) immediately preceding the Qualified Military Service. The maximum amount shall also be reduced by the amount of any such contribution actually made during the period of Qualified Military Service.

(3) Effect of USERRA Contributions. Any contribution made pursuant to this subsection shall be treated as a voluntary contribution described in Section 5.1(a) for all purposes under the Plan, except that no forfeitures shall be allocated, nor shall earnings be credited, with respect to any such contribution before the contribution is actually made. For purposes of Sections 2.16 and 2.25, a USERRA Contribution shall be treated as made in the year to which it relates (subject to any rules published by the Secretary of the Treasury), and not in the year in which it is actually made. Except as otherwise required by applicable rules, a USERRA Contribution shall be deemed to relate to the earliest year for which the re-employed Participant has not, as of the date of the contribution, made the maximum contribution permitted.

5.2 Excess Salary Reduction Contributions. If a Participant had Elective Deferrals for the calendar year under a Section 403(b) Plan or a Section 401(k) Plan of another employer, or for any other reason, the Deferral Limit is exceeded, then:

(a) Not later than the first March 1 following the close of the calendar year, the Participant may allocate the amount of such excess deferrals among this Plan and the other plans under which the deferrals were made and may notify the Plan Administrator and each other plan administrator of the portion allocated to each administrator's plan; and

(b) Not later than the first April 15 following the close of the calendar year, the Plan shall distribute to the individual the amount allocated to it under subsection (a) and any income or loss allocable to such amount through the end of the calendar year.

5.3 Limitation on Contributions. (a) The sum of the contributions made by the Employer, if any, for any Participant for any Limitation Year pursuant to Section 5.1 (other than contributions pursuant to Section 5.1(b)), Sections 6.1 and 6.2, and Article 7 shall not exceed the Participant's Code §415 Limit. Furthermore, contributions shall be subject to any additional limitations imposed under the terms of the Contract under which a Participant allocates contributions.

(b) If, notwithstanding the limits set forth in this Plan, the sum of the contributions made by the Employer and any other employer to this Plan and to any other Plan with which this Plan (or the Participant's interest in this Plan) must be aggregated ("Annual Additions," as defined in Section 2.25)) for purposes of Code §415 exceed the Participant's Code §415 Limit, the difference is an Excess Annual Addition, and:

(1) The Excess Annual Addition shall be deemed to consist of the contributions last credited, except that contributions to a defined contribution Section 401(a) Plan or a SIMPLE Plan shall be deemed to have been credited first;

(2) If an Excess Annual Addition is credited to a Participant under this Plan and under another prototype Section 403(b) Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan is the product of--

(A) the total Excess Annual Additions credited as of that date, and

(B) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of that date under this Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of that date under this Plan and all other prototype Section 403(b) Plans of the Employer;

(3) Any Excess Annual Addition attributable to this Plan shall be corrected in the manner described in subsection (c); and

(4) If Annual Additions are credited to the Participant for the Limitation Year under another Section 403(b) Plan that is not a prototype Section 403(b) Plan, the Annual Additions that may be credited to the Participant for the Limitation Year will be limited in accordance with Section 2.25.

(c) A Participant's Excess Annual Additions for a taxable year are includible in his gross income for that year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions that will be maintained by the Funding Agent until the Excess Annual Additions are distributed. The separate account will be treated as a separate Contract to which Code §403(c) applies. Notwithstanding any other provision of the Plan, amounts in the separate account may be distributed at any time.

5.4 Direct Transfer Contributions and Rollover Contributions.

(a) A Participant who previously participated in any other Section 403(b) Plan, or any Beneficiary of any such deceased Participant, may cause all or any portion of an Eligible Rollover Distribution (as defined in Section 9.15(b)(1)) from the plan (other than a qualified plan or an eligible nonqualified deferred compensation plan maintained by an employer described in Code §457(e)(1)(A)) to be transferred directly to his Account under this Plan, or directly rolled over to his Account under this Plan, subject to the following rules and requirements:

(1) Such transfer is in accordance with the applicable requirements of Treas. Reg. §1.403(b)-10(b) or the direct rollover rules set forth under Code §403(b)(8), or their respective successors, and all other applicable legal requirements, and is made in cash;

(2) The transferor plan (and any Funding Agent permits such a transfer or direct rollover;

(3) The Participant or Beneficiary for whom the transfer is made has an Accumulated Benefit immediately after the transfer or rollover that is at least equal to his Accumulated Benefit immediately before the transfer or rollover;

(4) To the extent that any amount transferred into this Plan was, in the transferor plan, subject to any distribution restrictions described in Treas. Reg. §1.403(b)-6, it shall be subject to the same restrictions in this Plan;

(5) If a transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, this Plan shall treat the amount transferred as a continuation of a pro-rata portion of the Participant's or Beneficiary's interest in the transferor Plan;

(6) Subject to the next sentence, any amounts transferred in accordance with Treas. Reg. §1.403(b)-10(b) will be treated for purposes of the distribution and withdrawal provisions of the Plan as though they are earnings on elective contributions made as of the date transferred. Notwithstanding the foregoing, in the event that the Participant provides data to the Plan and the applicable Funding Agent satisfactory to the Plan and Funding Agent with regard to whether contributions and earnings being transferred represent pre- or post- December 31, 1986 or December 31, 1988 amounts, or with regard to whether such amounts represent elective or non-elective contributions, and whether or not they were ever part of a Section 403(b) Plan, such transferred amounts will be similarly classified with regard to this Plan in accordance with federal tax rules; and

(7) Any direct transfer or rollover shall be treated, for purposes of the distribution provisions of the Plan, as an Employer contribution made as of the date rolled over.

(b) Notwithstanding the foregoing, the rights of a Participant to make a transfer pursuant to this Section 5.4 shall be subject to such Participant providing satisfactory evidence, to both the Plan Administrator and the Funding Agent to which the amounts are to be transferred, that the requirements of this Section 5.4 and applicable law have been met. The Administrator may require such documentation from the transferor plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section and Treas. Reg. §1.403(b)-10(b)(3), and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(c) No Participant may cause all or any portion of his account balance attributable to after-tax contributions under such other plan to be transferred to his Account

under this Plan, except that Roth Contributions and amounts attributable to Roth Contributions may be transferred or rolled over to the Plan, provided that the Plan permits Roth contributions and information sufficient to establish the Participant's basis (under Code §72) in the amount transferred or rolled over is provided to the Plan Administrator and the Employee.

(d) With respect to amounts which are transferred into this Plan in accordance with the applicable requirements of Treas. Reg. §1.403(b)-10(b), as discussed in Section 5.4(a), benefit options which previously had been made available with respect to such transferred amounts, pursuant to the terms of such other plan, shall continue to be made available to the extent required by law.

5.5 Contributions by Mistake.

(a) In the event any contribution is made to the Plan on account of a good faith mistake of fact, then, within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

(b) If as a result of a reasonable error in estimating a Participant's annual compensation, or under other limited facts and circumstances which the Commissioner of the Internal Revenue Service finds justified, the "annual additions" under the Plan for a Participant for a Limitation Year exceed the Four Fifteen Limit applicable to the Participant, the excess amounts in the Participant's Account shall be used to reduce Employer contributions for the next Limitation Year (and succeeding Limitation Years, as necessary) for the Participant if that Participant is covered by the Plan as of the end of the Limitation Year. If the Participant is not covered by the Plan as of the end of the Limitation Year, then the excess amounts shall be held unallocated in a suspense account for the Limitation Year and allocated and reallocated in the next Limitation Year to all of the remaining Participants in the Plan, but only to the extent such allocation or reallocation would not cause "annual additions" to such Participants to violate the Four Fifteen Limits applicable to such Participants for such Limitation Year. If a suspense account is in existence at any time during a particular Limitation Year, all amounts in the suspense account must be allocated or reallocated before any Employer or Employee contributions that would constitute "annual additions" may be made to the Plan for that Limitation Year. Furthermore, the excess amounts must be used to reduce Employer contributions for the next Limitation Year (and succeeding Limitation Years, as necessary) for all of the remaining Participants. Excess amounts may not be distributed to Participants or former Participants.

5.6 Ineligible Employer. Notwithstanding any other provision of the Plan, no contributions shall be made to the Plan at any time the Employer is not exempt from federal income tax under Code §501(c)(3), or is not described in Section 1.2.

ARTICLE 6: EMPLOYER CONTRIBUTIONS

6.1 Basic Contributions by the Employer. If elected by the Employer in the Adoption Agreement, the Employer shall make a "Basic Contribution" to the applicable Funding Agent on behalf of each Active Participant (but not on behalf of someone who is a Participant solely in accordance with Section 4.4), for each monthly contribution period, during which the Participant is an Active Participant. This contribution shall be in the amount, if any, set forth in the Adoption Agreement, provided that such amount shall be based on such Participant's Compensation earned while an Active Participant during such period. However, no Basic Contribution shall be made on behalf of a Participant (a) who is permanently and totally disabled (within the meaning of Code §22(e)(3)), or (ii) unless otherwise elected in the Adoption Agreement, who was not credited with 500 Hours of Service during the Plan Year and was not an Employee on the last day of the Plan Year, unless the Participant died, retired, or incurred a Disability during the Plan Year.

6.2 Matching Contributions by the Employer.

(a) If elected in the Adoption Agreement, the Employer shall make a "Matching Contribution" to the Funding Agent on behalf of each Active Participant, for each monthly period, equal to a percentage of Compensation contributed by the Participant while a Participant during such period (including USERRA Contributions deemed to have been made during such period) by means of a Salary Reduction Agreement pursuant to Section 5.1 (excluding amounts contributed pursuant to Section 5.1(b)) as set forth in the Adoption Agreement, provided that no contribution shall be made for any annual contribution period for any Participant who is excluded in the Adoption Agreement, and no contribution shall be made with respect to any amount distributed pursuant to Section 9.16.

(b) Notwithstanding the foregoing, in the event a Participant receives a distribution as a result of an Elective Deferral in excess of the Deferral Limit, the matching contribution made with regard to such excess deferral, plus earnings thereon, shall be forfeited by the Participant.

(c) No contribution shall be made under this Section 6.2 for any Plan Year based on Compensation earned or contributed while the Participant was not a Participant.

ARTICLE 7: QUALIFIED ROTH CONTRIBUTION PROGRAM

If the Employer has elected in the Adoption Agreement to permit Designated Roth Contributions, and permitted under the terms of the applicable Investment Arrangement, the following provisions shall apply:

7.1 Election. Each Participant may elect to make Designated Roth Contributions in lieu of all or a portion of the contributions the Participant is otherwise entitled to make pursuant to Section 5.1. Unless specifically stated otherwise, Designated Roth Contributions shall be treated as Elective Deferrals under the Plan.

7.2 Separate accounting. (a) Contributions and withdrawals of Designated Roth

Contributions shall be credited and debited to a separate Roth Contribution Account maintained for the Participant under the Investment Arrangement.

(b) A record of the amount of Designated Roth Contributions in each Roth Contribution Account shall be maintained.

(c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contribution Account and the Participant's other Accounts.

(d) No contributions other than Designated Roth Contributions and properly attributable earnings shall be credited to a Participant's Roth Contribution Account.

7.3 Maximum amount of Roth contributions. The Designated Roth Contributions made by each Participant in any taxable year shall not exceed the excess (if any) of (a) the Applicable Dollar Amount plus the Catch-Up Contribution Amount described in Section 5.1(b), over (b) the aggregate amount of elective deferrals by the Participant that are not Designated Roth Contributions.

7.4 Rollovers. (a) Any distribution from a Roth Contribution Account that is otherwise subject to Section 5.4(b) may rolled over only to an account in Applicable Retirement Plan containing only Designated Roth Contributions or to a Roth IRA described in Code §408A.

(b) The Plan shall accept rollovers of Designated Roth Contributions from an account in an Applicable Retirement Plan containing only Designated Roth Contributions, or from a Roth IRA. All such rollovers shall be made to a Roth Contribution Account, and shall not be subject to the limitations in Section 7.3.

(c) For purposes of this Section 7.4, an Applicable Retirement Plan is any trust or plan described in Code §402A(e)(1).

7.5 In-Plan Rollovers. At the election of the Participant, any vested amount held in an Account other than his Roth Contribution Account, that is an eligible rollover distribution described in Section 9.15(b)(1), and that is otherwise eligible to be distributed pursuant to Article 12, may be directly transferred or rolled over to the Participant's Roth Contribution Account. Although an in-plan transfer or rollover to the Participant's Roth Contribution Account is includible in the Participant's gross income, it is not treated as a distribution for purposes Section 12.5 (loan repayments), or for purposes of any requirement for consent by the Participant or his spouse to any distribution.

ARTICLE 8: VESTING AND FORFEITURES

8.1 Vesting. (a) A Participant shall be fully vested at all times in his Accumulated Benefit in his Salary Reduction Contribution Account, in his Roth Contribution Account, and in his Rollover Contribution Account, and that Accumulated Benefit shall at all times be nonforfeitable.

(b) Except as otherwise elected in the Adoption Agreement, a Participant shall be fully vested at all times in his Accumulated Benefit in his Basic Contribution Account and in his Matching Contribution Account. If an election is made in the Adoption Agreement, the portion of a Participant's Accumulated Benefit in his Basic Contribution Account and his Matching Contribution Account which shall become vested and nonforfeitable shall be based on his number of Years of Service for Vesting, according to the schedule set forth in the Adoption Agreement.

(c) Amendment of vesting schedule. If the Plan's vesting schedule is amended, if the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least 3 Years of Service with the Employer may elect to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment or change. For participants who do not have at least 1 hour of service in any plan year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 years of service" for "3 years of service" where such language appears. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(1) 60 days after the amendment is adopted;

(2) 60 days after the amendment becomes effective; or

(3) 60 days after the participant is issued written notice of the amendment by the Employer or Plan Administrator.

(c) Notwithstanding any vesting schedule set forth pursuant subsection (b), if any Participant shall, while he is an Employee, attain his Normal Retirement Age, die, or incur a Disability, his entire interest in his Basic Contribution Account and Matching Contribution Account shall become nonforfeitable; and the entire interest of all Participants in the Plan shall become nonforfeitable upon termination of the Plan pursuant to Article 14.

(d) All contributions made by the Employer on behalf of a Participant shall, to the extent not vested, be credited to a separate Account and treated as made to a contact to which Code §403(c) or another applicable provision of the Code applies.

(e) On or after the date on which the Participant’s interest in the separate account becomes nonforfeitable, the amount of the interest shall be treated as held under Code§403(b) if:

(1) No election has been made under Code §83(b) with respect to the interest;

(2) The Participant’s interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable;

(3) Contributions subject to different vesting schedules have been maintained in separate accounts; and

(4) The separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitability requirement in Code §403(b)(1)(C).

(f) If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, the that portion of his interest shall be treated as held under Code§403(b), and the remaining forfeitable portion will continue to be treated as made to a contact to which Code §403(c) or another applicable provision of the Code applies.

(g) Each contribution that is subject to a separate vesting schedule must be maintained in a separate account for the Participant.

8.2 Forfeitures. Any portion of the Participant's Basic Contribution Account and Matching Contribution Account to which he is not then entitled pursuant to Section 8.1(b) and the Adoption Agreement, in the event he incurs a Severance from Employment, shall be forfeited (a "Forfeiture"). A Forfeiture shall be deemed to take place at the following time:

(a) If the Participant has no vested interest in any of his Accounts, the Forfeiture shall take place in the Plan Year in which his Severance from Employment occurs. In such case, the Participant shall be deemed to have received a distribution of his zero Accumulated Benefit at the time of his Severance from Employment. Forfeitures, if any, shall be first allocated to the Accounts of Participants entitled to a restoration of their interests in the Plan.

(b) If the Participant has any vested interest in any of his Accounts, the Forfeiture shall take place in the Plan Year in which occurs the earlier of (i) completion of distribution of the Participant's benefits or (ii) incurrence by the Participant of his fifth consecutive One-Year Break in Service. Forfeitures, if any, shall be first allocated to the Accounts of Participants entitled to a restoration of their interests in the Plan.

8.3 Restoration of Forfeitures. (a) If an Employee whose Basic Contribution Account or Matching Contribution Account was forfeited upon his Severance from Employment in its entirety pursuant to Section 8.2 above and the Adoption Agreement again becomes employed by an Employer or an Associated Employer before he incurs his fifth consecutive One-Year Break in Service, the amount of such forfeiture shall be restored to his Basic Contribution Account or Matching Contribution Account, as the case may be.

(b) If an Employee who received a distribution of less than all of his Basic Contribution Account or Matching Contribution Account is again employed by an Employer or a Member Employer before he incurs his fifth consecutive One-Year Break in Service and repays to the Plan the amount of his previous distribution, prior to the earlier of his incurring his fifth consecutive One-Year Break in Service

or five (5) years after the first day on which he is reemployed by the Employer or a Member Employer, the amount of his Forfeiture shall be restored to his Basic Contribution Account or Matching Contribution Account, as the case may be.

(c) A separate account will be established for the Participant's interest in the Plan as of the time of a distribution. At any relevant time the Participant's nonforfeitable portion of the separate account will be equal to an amount ("X") determined by the formula:

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

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

8.4 Use of Forfeitures. The remainder of any such Forfeitures shall be used to reduce Employer contributions or pay administrative expenses of the Plan as soon as administratively feasible, but may not be used to offset Elective Deferrals.

ARTICLE 9: BENEFITS

9.1 Retirement Benefits. A Participant shall receive benefit payments based upon the total vested amount credited to his Account and the form of benefit payment elected. Any payment hereunder shall be subject to such charges, if any, that may from time to time be imposed by the Funding Agent upon the applicable form of payment. Once any form of benefit is provided pursuant to this Article 9, the Participant or Beneficiary, as the case may be, shall look solely to the Funding Agent issuing such form of benefit for payment of such benefits.

9.2 Married Participants. Retirement benefits to a Participant who is married on his Annuity Starting Date shall be paid in the form of a qualified joint and fifty percent (50%) survivor annuity, unless the Participant elects, with the consent of his Spouse (obtained in accordance with the provisions of Section 9.8), another form of benefit payment, in writing, during the 90-day period preceding the Annuity Starting Date. At any time before the commencement of benefits, the Participant may make and revoke such an election without limit as to the number of elections. The making of such an election requires his Spouse's qualified consent; revocation of such an election does not.

A "qualified joint and survivor annuity" is an actuarially reduced monthly payment to the Participant for the life of the Participant, with a survivor annuity payment to the Participant's Spouse for the life of the Participant's Spouse that is in an amount equal to fifty percent (50%) of the amount of the annuity payable during the life of the Participant. The qualified joint and survivor annuity is in the amount that can be purchased from an Insurance Company with the Participant’s vested Accumulated Benefit.

9.3 Unmarried Participants. Retirement benefits to a Participant who is not married on his Annuity Starting Date shall be paid in the form of a life annuity with 10 years certain, providing for monthly payments for the life of the Participant (with a guarantee from the

Insurance Company that payments will be made for at least 10 years) in the amount that can be purchased from the Insurance Company by the vested Value of the Participant's Accounts, with payments ceasing upon the later of the Participant's death or 10 years, unless the Participant elects another form of benefit payment in writing during the 90-day period preceding the Annuity Starting Date.

9.4 Optional Forms of Benefit.

(a) Subject to Sections 9.5 and 9.6 and the rules of the applicable Funding Agent, a Participant may elect (subject to the provisions below), with the consent of his Spouse, if he is married (obtained in accordance with the provisions of Section 9.8) to receive his benefit as a "qualified optional survivor annuity" or in any optional form of benefit provided by the Funding Agent under the Contract by completing during the 90-day period prior to his Annuity Starting Date the appropriate forms which are supplied by the Funding Agent; provided that if the benefits are with regard to amounts allocated to a Funding Agent other than an Insurance Company, subsection (b) shall apply.

A "qualified optional survivor annuity" is an actuarially reduced monthly payment to the Participant for the life of the Participant, with a survivor annuity payment to the Participant's Spouse for the life of the Participant's Spouse that is equal to seventy-five percent (75%) of the amount of the annuity payable during the life of the Participant. The qualified optional survivor annuity is in the amount that can be purchased from an Insurance Company with the Participant's vested Accumulated Benefit.

(b) Any distribution that is to be paid in the form of an annuity, pursuant to Section 9.2, 9.3 or this Section 9.4, shall first be transferred to an Insurance Company to purchase an annuity described in Code §401(g).

9.5 Incidental Benefit Requirements. All distributions with regard to accruals after December 31, 1986 to a Participant or Beneficiary shall comply with the incidental benefit requirements of Code §401(a)(9)(G) and the regulations thereunder. An election of a benefit form with regard to benefits accruing before January 1, 1987 will not be honored unless the present value of the retirement income payable to the Participant exceeds 50% of the present value of the retirement income payable to all persons under the option, unless the remainder upon the death of the Participant is payable to the Participant's Spouse.

9.6 Limitations on Payments Under Optional Forms.

(a) Notwithstanding anything else in the Plan or the Adoption Agreement to the contrary, the payment of benefits hereunder shall be in accordance with the requirements of Code §401(a)(9) and the regulations thereunder (including but not limited to Treas. Reg. §1.401(a)(9)-(2)) and in no event shall the payment of benefits under any optional form of benefit elected by a Participant or a Beneficiary extend over a period which exceeds the longest of:

(1) the life of the Participant;

(2) the lives of the Participant and the survivor annuitant or the Participant's designated Beneficiary, as applicable;

(3) the life expectancy of the Participant; or

(4) the joint life expectancies of the Participant and the survivor annuitant or the Participant's designated Beneficiary, as applicable.

(b) The life expectancy of a Participant and/or his/her Spouse (other than in the case of a life annuity), shall be redetermined annually in accordance with the regulations promulgated under Code §401(a)(9), provided, however, that if the Participant does not provide the Plan with the date of birth of his/her Spouse, the life expectancy of only the Participant shall be redetermined.

(c) In the event there is more than one designated beneficiary, required payments under Code §401(a)(9) and the regulations thereunder shall, to the extent permitted by law, be determined in accordance with the joint life expectancies of the Participant and the designated beneficiary who has attained the oldest age, and shall be reduced each year by one year.

9.7 Commencement of Benefits.

(a) A Participant shall not be entitled to receive any distribution or withdrawal under the Plan or under the Contract prior to his death, Retirement Date, Severance from Employment, or Disability, except in accordance with subsection (b) or Article 12 of this Plan. Unless it is administratively impracticable (in which case a retroactive payment shall be made) or the Participant otherwise elects, payment of benefits to a Participant shall commence not later than the 60th day after the end of the latest of the Plan Year in which (i) he attains age 65, (ii) the 10th anniversary of his commencement of participation in the Plan occurs, or (iii) his Severance from Employment occurs.

(b) Required Beginning Date. (1) Notwithstanding subsection (a), the payment of benefits to a Participant who attains age 70½ in or after 1999 shall commence not later than the April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires.

(2) Notwithstanding (a) above, the payment of benefits to a Participant who attains age 70½ before 1999 shall commence not later than April 1st of the calendar year following the calendar year in which the Participant attains age 70½.

(c) Without expanding any distribution limitations otherwise set forth in the Plan, any amount that (i) is contributed by means of a Salary Reduction Agreement or earnings on any such amount, and which in either case is subject to Code §403(b)(11), or (ii) is or was at any time invested in Investment Funds under this Plan or another Section 403(b) Plan and which is subject to the withdrawal restrictions in Code §403(b)(7)(A)(iii) (and to the extent required by law, any

earnings on such amounts), may not be distributed prior to the Participant's:

(1) death;

(2) attaining age 59½;

(3) Severance from Employment;

(4) incurring a Disability; or

(5) experiencing a Hardship, as set forth in Section 12.2.

(d) For purposes of subsection (c)(3), an Employee shall be treated as having a Severance from Employment during any period when the Employee is performing Qualified Military Service while on active duty for more than 30 days. If a Participant elects to receive a distribution on account of such a Severance form Employment, the Participant may not thereafter make any contributions pursuant to Section 5.1 during the 6 months after the date of the distribution.

9.8 Consent of Spouse. Whenever the terms of this Plan require that the consent of a Participant's Spouse be obtained, such consent shall be valid only if it is in writing. Such consent shall contain, if applicable, a designation of beneficiary or a form of benefits which may not be changed without spousal consent (unless the consent of the Spouse expressly permits designation by the Participant without any requirement of further consent by the Spouse) and an acknowledgment by such Spouse of the effect of such consent, and shall be witnessed either by a representative of the Plan or by a notary public; provided, however, that the consent of a Participant's Spouse shall not be required in the event that the Participant establishes to the satisfaction of the Plan representative that he has no Spouse, that such Spouse cannot be located, or under such other circumstances as may be permitted under applicable Treasury Department regulations. Any consent of a Participant's Spouse obtained in accordance with the provisions of this Section 9.8 shall be irrevocable. Unless a Qualified Domestic Relations Order requires otherwise, a Spouse's consent shall not be required (and, hence, shall for purposes of this Plan be deemed given) if the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect.

9.9 Distribution on Severance from Employment.

(a) Upon or after a Participant's Severance from Employment prior to attaining a Retirement Date, the Participant may elect to receive his vested Accumulated Benefit in a lump sum or, subject to Section 9.4(a), in an immediate annuity in the standard form set forth in Section 9.2 or 9.3, as applicable, or any optional form of benefit provided hereunder, as soon as practicable after his Severance from Employment, or at any time thereafter upon not more than 90 days', and not less than 30 days' prior written notice to the Employer (which election may be made, at the election of the Participant, before or after a Severance from Employment). In addition, a Participant may elect from time to time, prior to payment of all benefits hereunder, to receive a portion of the vested Value of his Account hereunder, in an immediate annuity in the standard form set forth in

Section 9.2 or 9.3, as applicable, or in any optional form of benefit provided hereunder, and to have the balance of his Account maintained under the Plan and left on deposit with the Funding Agent pursuant to paragraph (b) below. Any election by a Participant shall be effective only if any required consent of the Participant's Spouse to such election is obtained in accordance with the provisions of Section 9.8 within the 90 days prior to the Annuity Starting Date.

(b) Subject to subsection (a) above and Section 9.7, upon a Participant's Severance from Employment, his Account shall be maintained under the Plan and left on deposit with the Funding Agent until he elects to commence to receive benefits in accordance with Section 9.2, 9.3, or 9.4, or paragraph (a) above, or is required to receive benefits under the terms of the Plan or the Code.

(c) To the extent that the Funding Agent is restricted by law from paying any amounts, a Participant shall have no right to receive such restricted amounts.

9.10 [Intentionally omitted.].

9.11 Multiple Forms of Benefits. To the extent permitted by law and the applicable Funding Agent or Funding Agents, and subject to the limitations and consent requirements set forth in this Article 9, a Participant may elect to receive his benefits in different forms under different Contracts.

9.12 Cash-Outs. (a) Notwithstanding any other provision of this Plan, and subject to the rules of the Funding Agent, and if the vested Value of the Participant's Accumulated Benefit is at all times after his Severance from Employment equal to or less than $5,000 (determined without regard to that portion of the Accumulated Benefit that is attributable to rollover contributions and earnings allocable to such contributions, and with regard to distributions from the Participant's Roth Contribution Account)), such vested Accumulated Benefit shall be immediately distributed to the Participant in the form of a lump sum distribution after the Valuation Date coinciding with or next following his Severance from Employment, provided that if the Annuity Starting Date of a qualified joint and fifty percent (50%) survivor annuity under Section 9.2 for an Employee, or of a spouse's annuity under Section 9.1(b) has passed, then no such lump sum payment shall be made unless written consent is received from such Employee and his spouse (if the spouse is living and can be located) or, when the Employee has died, from the Employee's surviving spouse. If the Employee and his spouse have both died, payment shall be made to the Employee's surviving designated Beneficiary, if any, or to his estate.

(b) (1) In the case of a lump sum distribution described in subsection (a) that is more than $1,000, if the Participant or Beneficiary does not, with respect to any part of the distribution, elect to have the amount paid directly to an eligible retirement plan pursuant to Section 9.15, and does not elect to receive the amount directly, the Plan Administrator shall transfer such amount to an individual retirement plan (within the meaning of Code §7701(a)(37)) of a designated trustee or issuer, and shall notify the distributee in writing (either separately or as part of the notice required by Code §402(f)) that the amount may be transferred to another individual retirement plan.

(2) All transfers by the Plan Administrator pursuant to paragraph (1) shall satisfy the following conditions:

(i) In connection with the transfer, the Plan Administrator enters into a written agreement with an individual retirement plan provider that provides:

(A) The transferred funds shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity;

(B) For purposes of subparagraph (b)(2)(i)(A), the investment product selected for the transferred funds shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the individual retirement plan;

(C) The investment product selected for the transferred funds shall be offered by a state or federally regulated financial institution, which shall be: A bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of Section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by State guaranty associations; or an investment company registered under the Investment Company Act of 1940;

(D) All fees and expenses attendant to an individual retirement plan, including investments of such plan, (*e.g.*, establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by the individual retirement plan provider for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of Code §401(a)(31)(B); and

(E) The Participant or beneficiary on whose behalf the Plan Administrator makes a transfer pursuant to paragraph (1) shall have the right to enforce the terms of the contractual agreement establishing the individual retirement plan, with regard to his or her transferred funds, against the individual retirement plan provider.

(ii) Before any such transfer is made, Participants shall have been furnished a summary plan description, or a summary of material modifications, that describes the provisions of this Section 9.12(b), including an explanation that the mandatory distribution will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity, a statement indicating how fees and expenses attendant to the individual retirement plan will be allocated *(i.e.*, the extent to which expenses will be borne by the Participant or beneficiary alone, or shared with the Plan or the Employer), and the name, address and phone number of a plan contact (to the

extent not otherwise provided in the summary plan description or summary of material modifications) for further information concerning these provisions, the individual retirement plan provider, and the fees and expenses attendant to the individual retirement plan; and

(iii) Both the Plan Administrator's selection of an individual retirement plan and the investment of funds would not result in a prohibited transaction under ERISA §406, unless such actions are exempted from the prohibited transaction provisions by a prohibited transaction exemption issued pursuant to ERISA §408(a).

9.13 Annuities Nontransferable. Any annuity contract purchased under the terms of the Plan on behalf of a Participant, Spouse, or Beneficiary under the Plan shall be nontransferable. The terms of any annuity contract purchased under the terms of the Plan on behalf of a Participant, Spouse, or Beneficiary shall comply with the requirements of this Plan.

9.14 Amounts Invested With an Insurance Company. Any amounts which are allocated to Investment Funds maintained by an Insurance Company shall be subject to and payable in accordance with the rules established by such entity and the terms of any applicable Contract, including timing of payments, standard form of payments and optional forms of payments.

9.15 Direct Rollovers out of this Plan. (a) In general. Notwithstanding any provision 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, and subject to such legally permitted *de minimis* rules as adopted by the Plan Administrator and in accordance with the terms of the Contract with the applicable Funding Agent, to have any portion of an Eligible Rollover Distribution that is equal to at least $500 (exclusive of any distribution from a Roth Contribution Account) paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. Within a reasonable time before making any Eligible Rollover Distribution, the payor shall provide the Distributee with a written explanation that satisfies the requirements of Code §402(f).

(b) Definitions.

(1) Eligible Rollover Distribution: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code §401(a)(9); any hardship distribution; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any corrective distribution of excess amounts under Code §§402(g) or 415(c); any loan treated as a deemed distribution pursuant to Code §72(p); and any distribution described in Section 9.16 (from an Automatic Contribution Arrangement). Notwithstanding the preceding sentence,

an Eligible Rollover Distribution shall include the portion of any distribution that consists of after-tax employee contributions that are not includible in gross income if that portion is paid only to an individual retirement account or annuity described in Code §408(a) or (b), or to a qualified defined contribution plan described in Code §401(a) or §403(a) that agrees to separately account for the amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible.

(2) Eligible Retirement Plan: An Eligible Retirement Plan is an individual retirement account or annuity described in Code §408(a) or (b); a Section 403(b) Plan; a qualified trust described in Code §401(a); an annuity plan described in Code §403(a); or an eligible plan under Code §457(b) that is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state that agrees to separately account for amounts transferred into the eligible plan from this Plan, and that accepts the distributee's Eligible Rollover Distribution. If the Distributee is a non-spouse designated Beneficiary, an Eligible Retirement Plan is only an individual retirement account or annuity described in Code §408(a) or (b) that is established in behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to Code §402(c)(11), and the amount of any required minimum distribution that is not an eligible rollover distribution shall be determined in accordance with IRS Notice 2007-7, Q&A-17 and 18.

(3) Distributee: A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code §414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's non-spouse designated Beneficiary. If the Distributee is a non-spouse designated Beneficiary, the amount of any required minimum distribution that is not an eligible rollover distribution shall be determined in accordance with IRS Notice 2007-7, Q&A-17 and 18.

(4) Direct Rollover: A Direct Rollover is a payment by the plan to the Eligible Retirement Plan specified by the Distributee.

(c) Direct Rollovers from Roth Contribution Accounts. A Direct Rollover from a Roth Contribution Account may be paid only to a Roth Contribution Account in a Section 401(a) Plan or a Section 403(b) Plan, or to a Roth IRA described in Code §408A. No Direct Rollover from a Roth Contribution account may be made if the total amount of the Participant's Eligible Rollover Distributions (excluding distributions from the Roth Contribution Account) during the calendar year are reasonably expected to be less than $200.

(d) Notwithstanding anything in this Section 9.15 to the contrary, this Section 9.15 shall be administered in accordance with all applicable laws, as such may be amended from time to time.

(e) Direct transfers from the Plan. Subject to the terms of the Contract with the

applicable Funding Agent and the transfer provisions of Treas. Reg. §1.403(b)-10(b), as discussed in Section 5.4(a), transfers from this Plan, in accordance with Treas. Reg. §1.403(b)(10), shall be permitted with regard to vested amounts that may be withdrawn under the terms of the Plan.

9.16 Distribution of Amounts Contributed Pursuant to an Automatic Contribution Arrangement.

(a) Notwithstanding any other provision of Article 9 or Article 12, a Participant with respect to whom contributions have been made pursuant to Section 5.1(a)(2) (an Eligible Automatic Contribution Arrangement) may, not later than 90 days after the date the first contribution was made on his behalf pursuant to Section 5.1(a)(2), elect (without spousal consent) to withdraw such contributions and the earnings attributable to such contributions. Any such election shall be effective with respect to such contributions made through the earlier of (a) the pay date for the second payroll period that begins after the date of the request or (b) the first pay date that occurs more than 30 days after the date of the request, and shall be treated as a request, effective as of the same date, to stop having Automatic Contributions made on the Participant's behalf pursuant to Section 5.1(a)(2).

(b) The amount distributed pursuant to an election made pursuant to subsection (a) shall be the amount contributed pursuant to the Eligible Automatic Contribution Arrangement, adjusted for allocable earnings, gains, and losses through the date of distribution. If such amounts are not separately accounted for, the amount shall be calculated based on the rules in Treas. Reg. §1.401(k)-2(b)(2)(iv). The amount to be distributed may be reduced by any generally applicable fees, provided that such fees are not different than the fees applicable to any other distribution.

(c) If a Participant elects to withdraw contributions pursuant to subsection (a), any matching contributions made pursuant to Section 6.2 with respect to such contributions shall be forfeited, and no additional contributions pursuant to Section 5.1(a)(2) shall be made.

9.17 Transfers to Another Plan. (a) The Administrator may transfer assets to another plan for a Participant or Beneficiary only if –

(1) The Participant is an Employee or former Employee of the Employer;

(2) The Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and

(3) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.

(b) The Administrator may require such documentation from the transferee plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section and Treas. Reg. §1.403(b)-10(b)(3), and to

confirm that any other plan involved in the transfer satisfies Code §403(b).

9.18 Ownership or use by a Participant or Beneficiary of any asset in a retirement income account is treated as a distribution of that asset to the Participant or Beneficiary.

ARTICLE 10: BENEFITS UPON DEATH

10.1 Death Prior to Commencement of Benefits.

(a) Subject to subsection (b), if a Participant dies before his Annuity Starting Date an amount not less than the Participant's vested Accumulated Benefit shall be paid in the form of a lump sum to the Beneficiaries in proportion to their percentage interests as designated by the Participant under this provision and in accordance with the provisions of Sections 9.8 and 10.4, or if there are no designated Beneficiaries, to the Participant's estate. Unless spousal consent is obtained in accordance with Section 9.8, a married Participant may not designate a Beneficiary other than his/her Spouse for more than 50% of his vested Accumulated Benefit. Death benefits provided under this Section 10.1 must be distributed in a single sum by no later than the end of the calendar year that includes the fifth anniversary of the Participant's death. If, however, the Beneficiary is a natural person, subject to the rules set forth in Section 10.3, the Beneficiary may choose an optional form of benefit obtainable from the Funding Agent. If the Beneficiary is the Participant's Spouse, such Spouse may defer receipt of the death benefit provided hereunder until the calendar year that the Participant would have reached age 70½.

(b) Notwithstanding subsection (a), an amount equal to fifty percent (50%) of the vested Value of the Participant's Accounts shall be applied to provide monthly benefits for the life of the Participant's surviving Spouse, commencing at any time the Spouse elects after the death of the Participant; provided, however, that the Spouse may elect to receive such fifty percent (50%) in a lump sum or in an optional form of benefit obtainable from the Funding Agent or an Insurance Company.

(c) Except in the case of a distribution as an annuity, the amount to be distributed each year under subsection (a) or (b) is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in the applicable subsection. Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. §1.401(a)(9)-9. If distributions are being made to a surviving Spouse as the designated Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subsection (a) or (b), reduced by 1 for each subsequent year. The "value" of the Accumulated Benefit or the "interest" in the annuity includes the amount of any outstanding rollover and transfer, and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

10.2 Death After Commencement of Benefits. In the event a Participant dies on or after his Annuity Starting Date, his surviving Spouse or Beneficiary shall receive such benefits, if any, as are provided pursuant to the form of benefit being received by the Participant at the time of his death.

10.3 Rules Relating to Payment of Death Benefits. Notwithstanding anything herein to the contrary, the payment of benefits with respect to a deceased Participant shall be made in accordance with Code §401(a)(9) and the regulations thereunder and shall be subject to the following limitations and rules:

(a) Distribution beginning before death. If the Participant dies on or after either (i) his benefits have commenced under Code §401(a)(9)(A)(ii) or (ii) his Required Beginning Date determined under Section 9.7(b) (the "Commencement Date"), any benefits thereafter payable will continue to be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant's death.

(b) Distribution beginning after death. If the Participant dies before his Commencement Date, distribution of all of the benefits thereafter payable to any Beneficiary shall be completed by the December 31st of the calendar year containing the fifth anniversary of the Participant's death, except as provided by paragraphs (1) and (2) below:

(1) If any portion of a Participant's interest is payable to a designated Beneficiary who is not the Participant's surviving Spouse, distributions may be made over a period not to exceed the life expectancy of the designated Beneficiary, provided such payments commence on or before the December 31st of the calendar year immediately following the calendar year of the Participant's death.

(2) Benefits payable to, or for the benefit of, the Participant's Spouse as designated Beneficiary shall commence to be distributed not later than the December 31st of the calendar year in which the Participant would have attained age 70½.

(3) If the Beneficiary is the Participant's Spouse and the Spouse dies after the Participant but before either (i) the Spouse's benefits have irrevocably commenced as an annuity over a period permitted under Code §40l(a)(9)(B)(iii)(II), or (ii) the Spouse's benefits otherwise are required to commence, paragraph (1) shall be applied by treating the Spouse as if the Spouse was the Participant.

(4) For purposes of this Section 10.3, and in accordance with applicable Treasury regulations, any death benefit payable to a Participant's child shall be treated as if it had been paid to the Participant's surviving Spouse if such amount will become payable to the surviving Spouse upon such child's reaching the age of majority (or upon the occurrence of another event as may be designated by applicable Treasury regulations).

(c) Participants or Beneficiaries, as the case may be, may elect (subject to Code

§§401(a)(11) and 417) whether the five-year rule set forth in subsection (b) or the exceptions to the five-year rule set forth in paragraphs (1) or (2) of subsection (b) apply. This election must be made in writing to the Funding Agent no later than the earlier of (i) the December 31st of the calendar year in which distributions would be required to commence to satisfy the requirements for the exception to the five-year rule or (ii) the December 31st of the calendar year which contains the fifth anniversary of the date of death of the Participant. The election shall be irrevocable with respect to the Beneficiary (and all subsequent Beneficiaries) and shall apply to all subsequent years. If neither the Participant nor the Beneficiary timely makes this election:

(1) in the case in which the surviving Spouse of the Participant is the Beneficiary, distributions shall be made in accordance with the exception to the five-year rule in subsection (b); and

(2) in all other cases, distributions are to be made in accordance with the five-year rule in subsection (a).

10.4 Rules Relating to Designation of Beneficiaries.

(a) Designation of Beneficiary and Method of Payment. A Participant may designate one or more Beneficiaries on a form or other instrument filed with, and acceptable to, the Plan Administrator, and may revoke or change such designation in like manner at any time. Any such form must be filed with and acceptable to the applicable Funding Agent. The Beneficiary may elect the form of payment, subject to the legal requirements of Section 10.3; provided, however, that the Participant may in the designation of Beneficiary form or other instrument specify the form of payment and in such a case, death benefits will be paid in such form. If a Beneficiary is permitted to elect the method of payment of a benefit payable to him, he may designate one or more Beneficiaries to receive any amount remaining undistributed at his death.

(b) Notwithstanding anything else herein, any designation of a Beneficiary other than the Participant's Spouse for the portion of the benefit hereunder required to be payable pursuant to Section 10.1(a) to a Participant's Spouse upon the Participant's death, shall not be an effective designation pursuant to Section 10.1(a) (but shall otherwise be an effective designation with regard to amounts not required to be payable to such Spouse) if made prior to the beginning of the Plan Year in which the Participant attains age 35, except:

(1) A Participant who incurs a Severance from Employment prior to the Plan Year in which the Participant attains age 35 may elect (with his Spouse's consent) a Beneficiary other than his Spouse for his death benefit at any time after his Severance from Employment. In the event such terminated Participant later returns to employment and again becomes a Participant in the Plan, such election made prior to the Plan Year in which he attains age 35 shall only apply to amounts accrued at the time of the original election, and earnings thereon. A Beneficiary other than the Spouse may not be elected with regard to benefits accrued thereafter until the first day of the Plan Year in which the Participant attains age 35.

(2) A Participant may elect (with his Spouse's consent) a Beneficiary other than his Spouse for his death benefit prior to the beginning of the Plan Year in which the Participant attains age 35, provided that such election shall become invalid as of the first day of the Plan Year in which the Participant attains age 35. Unless any election made hereunder specified a secondary Beneficiary, if the designated Beneficiary predeceases the Participant, the election shall be null and void and a new election shall be required to be made in order to elect a Beneficiary other than a Participant's Spouse. If a Participant's Spouse at the time of his death is not the same as the Spouse who consented to an election of a nonspousal Beneficiary, such consent shall be null and void.

(c) An election of a Beneficiary is revocable by the Participant at any time before his death, subject to the provisions of Section 10.1(a).

(d) The Plan shall provide a Participant with a written explanation with regard to qualified preretirement survivor annuities in accordance with the requirements of Code §417(a)(3).

10.5 Assets Left on Deposit. Subject to the rules of the Funding Agent and the provisions of Section 10.1, in the event that any Beneficiary or Spouse is entitled to benefits hereunder upon the death of a Participant and pursuant to his or her rights under the Plan, if any, leaves assets in the Plan for later distribution, such Beneficiary or Spouse, subject to any limits at law, shall have all of the rights of a Participant hereunder with regard to allocation and investment of such assets, but in no event shall such Beneficiary or Spouse have the right to make any additional contributions. A Qualified Domestic Relations Order, as such term is defined in Code §414(p), may grant a person thereunder rights similar to those of a Beneficiary under the preceding sentence.

ARTICLE 11: MINIMUM DISTRIBUTION REQUIREMENTS

11.1 General Rules.

(a) Effective date. Unless an earlier effective date is specified in the Adoption Agreement, the provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. For plans in existence before 2003, required minimum distributions may have been made pursuant to proposed regulations published in the Federal Register on July 27, 1987, 52 FR 28070, and January 17, 2001, 66 FR 3928.

(b) Coordination with minimum distribution requirements previously in effect. If the Adoption Agreement specifies an effective date of this Article that is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this Article will be determined as follows. If the total amount of 2002 required minimum distributions under the plan made to the Distributee prior to the effective date of this Article equals or exceeds the required minimum distributions determined under this Article, then no additional distributions will be required to be made for 2002 on or after such

date to the Distributee. If the total amount of 2002 required minimum distributions under the plan made to the Distributee prior to the effective date of this Article is less than the amount determined under this Article, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the Distributee will be the amount determined under this Article.

(c) Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the plan.

(d) Requirements of Treasury Regulations incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Code §401(a)(9). For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e).

(e) TEFRA §242(b)(2) elections. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with §242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to §242(b)(2) of TEFRA.

(f) Separate Determinations. The required minimum distribution shall be determined separately with respect to each Investment Arrangement of a Participant or Beneficiary.

(g) Frequency of Payment. Payments (other than lump sum payments) must be made not less frequently than annually, and must be non-increasing, or they may increase only as permitted in Treas. Reg. §1.401(a)(9)-6, Q&As 1 through 4.

11.2. Time and Manner of Distribution.

(a) Required Beginning Date. (1) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Distribution Period. If the Participant's Accumulated Benefit is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 70 ½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Accumulated Benefit, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Treas. Reg. §1.401(a)(9)-9, using the Participant's age as of his or her birthday in the year. However, if the Participant's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of Treas. Reg.

§1.401(a)(9)-9, using the ages as of the Participant's and spouse's birthdays in the year.

(b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, except as provided in the Adoption Agreement, 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.

(2) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, except as provided in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) 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 begin, this Section 11.2(b), other than Section 11.2(b)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 11.2(b) and Section 11.4, unless Section 11.2(b)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 11.2(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 11.2(b)(1). If distributions under an annuity purchased from an Insurance Company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 11.2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(c) 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 Sections 11.3 and 11.4. If the Participant's interest is distributed in the form of an annuity purchased from an Insurance Company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations thereunder.

11.3. Required minimum distributions during Participant's lifetime.

(a) 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:

(1) the quotient obtained by dividing the Participant's vested Accumulated Benefit by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) 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 vested Accumulated Benefit by the number in the Joint and Last Survivor Table set forth in Treasury Regulation §1.40l(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(b) Lifetime required minimum distributions continue through year of Participant's death. Required minimum distributions will be determined under this subsection (b) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death

11.4. Required minimum distributions after Participant's death.

(a) Death on or after date distributions begin.

(1) 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 vested Accumulated 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 Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) 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 vested Accumulated 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.

(3) For purposes of this subsection (a), life expectancy is determined using the Single Life Table in Q&A-1 of treas. Reg. §1.401(a)(9)-9. If distributions are being made to a surviving Spouse as the sole Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in the applicable paragraph or subparagraph of this subsection, reduced by 1 for each subsequent year

(b) Death before date distributions begin.

(1) Participant survived by designated Beneficiary. Except as provided in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's vested Accumulated Benefit by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 11.4(a).

(2) 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) Death of surviving Spouse before distributions to surviving Spouse are required to begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 11.4(b)(1), this Section 11.4(b) will apply as if the surviving Spouse were the Participant.

11.5. Definitions.

(a) Designated Beneficiary. The individual who is designated as the Beneficiary

under Section 10.4 and is the designated Beneficiary under Code §401(a)(9) and Treasury Regulation §1.401(a)(9)-1, Q&A-4.

(b) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 11.2(b). 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.

(c) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulations §1.401(a)(9)-9.

(d) Participant's vested Accumulated Benefit. The vested Accumulated Benefit 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 Accounts 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 Accumulated 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.

ARTICLE 12: IN-SERVICE WITHDRAWALS; LOANS

12.1 In-Service Withdrawals. (a) If permitted by the Adoption Agreement, and subject to the rules of the Funding Agent or Investment Fund, a Participant whose employment has not terminated may make in-service withdrawals from his Accounts, upon 30 days' prior written notice to the Employer. If a Participant is married as of the proposed date of such withdrawal, such withdrawal shall require the consent of the Participant's Spouse (obtained in accordance with the provisions of Section 9.8) within 90 days prior to the date of the withdrawal. Notwithstanding the foregoing, amounts accruing in the Employee Salary Reduction Contribution Account after December 31, 1988 and all amounts accruing in any Account which are restricted pursuant to Code §403(b)(7), may be withdrawn only after the Participant attains age 59½, has a severance from employment, dies, incurs a Disability, or experiences a Hardship, as defined in Section 12.2.

(b) The Plan Administrator may also make distributions from a Participant's Accounts as required pursuant to a QDRO or levy described in Section 15.4; or to the extent required or permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal

Revenue Service.

12.2 Withdrawals for Hardship.

(a) If permitted by the Adoption Agreement, and subject to the rules of the Funding Agent or Investment Fund, and the provisions of Section 12.1, in the event of Hardship (as hereinafter defined), a Participant shall have the right to make a withdrawal from his Salary Reduction Contribution Account or his Roth Contribution Account. Such withdrawals shall not be in excess of the unrecovered December 31, 1988 account balance plus any contributions made thereafter pursuant to a Salary Reduction Agreement. Thirty (30) days' prior written notice of the requested withdrawal must be made to the Employer. A Participant shall experience a "Hardship" only if such Participant experiences an immediate and heavy financial need (as defined in subsection (c)) and the Hardship withdrawal is necessary to satisfy the financial need of the Participant (as defined in subsections (d) and (e), as applicable), provided that the applicable requirements set forth in subsection (e)(1) or, subsection (e)(2), if applicable, shall be satisfied. To the extent Hardship withdrawals are permitted from such Accounts, Hardship withdrawals shall be deemed made first from the Salary Reduction Contribution Account and the Roth Contribution Account, in that order.

(b) In no event shall the withdrawal be in an amount greater than that necessary to satisfy the financial need. Notwithstanding the foregoing, the amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income tax or penalties reasonably anticipated to result from the distribution. If any Participant is married as of the proposed date of any withdrawal, the consent (obtained in accordance with the provisions of Section 9.8 within 90 days prior to the date of withdrawal) of such Participant's Spouse to such withdrawal shall be required.

(c) A Participant shall be deemed to experience an immediate and heavy financial need if, and only if, he needs the withdrawal for one of the following reasons:

(1) To pay expenses for unreimbursed medical care described in Code §213(d) previously incurred by the Participant, the Participant's Spouse, or any dependents of the Participant, or the Participant's primary Beneficiary (as defined in Q&A-5 of IRS Notice 2007-7), or necessary for these persons to obtain medical care described in Code §213(d),

(2) To pay costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) To pay tuition and related education fees for the next twelve (12) months of post-secondary education for the Participant, or the Participant's Spouse, children, dependents, or primary Beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);

(4) To pay amounts necessary to prevent eviction of the Participant from his principal residence or foreclosure of the mortgage on the Participant's

principal residence;

(5) To pay for funeral or burial expenses for the Participant's deceased parent, spouse, child, dependent, or primary beneficiary;

(6) To pay expenses to repair damage to the Participant's principal residence that would qualify as a casualty loss deduction under Code §165 (determined without regard to whether the amount of the loss exceeds 10% of the Participant's adjusted gross income); or

(7) Such other financial needs as may be specifically promulgated by the Internal Revenue Service.

For purposes of this subsection (c), the Participant's "primary Beneficiary" is the individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Accumulated Benefit under the Plan upon the death of the Participant.

(d) A withdrawal will be deemed necessary to satisfy the financial need of a Participant only if:

(1) The withdrawal is not in excess of the amount of the immediate and heavy financial need of the Participant, including amounts necessary to pay any federal, state or local income tax or penalties reasonably anticipated to result from the distribution; and

(2) The Participant has obtained all distributions, other than Hardship distributions, and all nontaxable loans, currently available under all plans maintained by the Employer, except to the extent that such actions would be counterproductive to alleviating the financial need.

(e) In the event a Participant makes a Hardship withdrawal pursuant to this Section 12.2, then:

(1) The Participant shall be prohibited from making salary reduction contributions pursuant to Section 5.1 and Article 7, and pre-tax elective or after-tax voluntary contributions to this Plan and to any other qualified or non-qualified plan maintained by the Employer (including all qualified and nonqualified plans of deferred compensation, other than the mandatory employee contribution portion of a defined benefit plan, stock option, stock purchase or similar plan, but not including health or welfare benefit plans) for six (6) months following receipt of the Hardship withdrawal; and

(2) In the taxable year following the year of the Hardship withdrawal, the contributions under this Plan and any other permitted pre-tax elective contribution to any other plan maintained by the Employer may not be greater than the excess of the applicable limit under Code §402(g) for such next taxable year over the sum of such Participant's elective contributions pursuant to Section 5.1 and pre-tax contributions to any

other plan maintained by the employer for the taxable year of the Hardship distribution.

12.3 Withdrawal Amounts. No in-service withdrawal shall be for less than the amount set forth in the Adoption Agreement, and shall be subject to limitations of the Funding Agent. All in-service withdrawals and Hardship withdrawals shall be on the basis of the vested Value of the Participant's applicable Account. The Employer and Funding Agent may establish rules and regulations as to procedures, forms, and required notice periods for withdrawal requests.

12.4 Withdrawal Charges. In the event of any withdrawal by a Participant pursuant to this Article 12, the portion of such Participant's Account allocated to the Contract shall be reduced by the charges, if any, that may from time to time be imposed by the applicable Funding Agent upon such withdrawal.

12.5 Loans to Participants.

(a) If permitted by the Adoption Agreement, and subject to the rules of the Funding Agent, upon application to the Funding Agent of any Active Participant (a "Borrower") with a vested Accumulated Benefit, the Funding Agent shall make a loan or loans to such Borrower under the Contract. The minimum amount of any loan shall be $1,000. All such loans shall (i) be adequately secured, (ii) bear a reasonable rate of interest at the rate determined by the applicable Funding Agent in accordance with the Contract, (iii) be subject to such charges as imposed by the Funding Agent in accordance with the Contract, (iv) be repaid by payroll withholding (or, in the case of a former Employee or a Beneficiary, by direct payments to the Funding Agent) within a specified period not longer than five years in substantially level amortized payments (not less frequently than quarterly), provided that the 5-year limitation shall be replaced by a 30-year limitation if the loan is used to acquire any dwelling unit that, within a reasonable time (determined at the time the loan is made), is to be used as the principal residence of the Participant, and (v) be subject to the rules of the Funding Agent. In no event shall the total of any such loan or loans to any Borrower from the Plan and any Section 401(a) Plan or Section 403(b) Plan required to be aggregated with this Plan pursuant to Code §72(p) exceed the least of (i) $50,000, less the excess (if any) of (A) the highest amount of loans outstanding within the 12-month period ending on the day prior to the date the loan is made over (B) the outstanding balance of loans outstanding on the date the loan is made, (ii) 50% of the Borrower's nonforfeitable Accumulated Benefit, or (iii) such amount as permitted by the Funding Agent. The maximum number of loans per Participant that may be outstanding at any time shall be in accordance with the policies of the lending Funding Agent. Notwithstanding the immediately preceding sentence, in the event a loan of any Borrower is in default, in whole or in part, such Borrower shall not be permitted to make any additional loan at any time during which such default continues to exist, subject to the rules of the lending Funding Agent.

(b) As security for such loan or loans, the Borrower shall pledge such amount as required by the Funding Agent, provided that in no event may the pledged amount exceed 50% of the Participant's vested Accumulated Benefit at the time

of the loan. Loans to a Participant shall be repaid by the Participant on a level basis or by payroll deduction. The Borrower may not transfer any amount from the Account(s) from which the loans are secured that could decrease the vested Value of such Accounts(s) below the required security. In the event that the Borrower does not repay any loan or the interest thereon within the time and upon the schedules prescribed, the Funding Agent shall reduce the Account balance (to the extent permitted by applicable law) by the defaulted amount of the loan, including any interest and other charges in connection therewith, from the portion of the Borrower's Account that can be distributed under the law (notwithstanding any Plan limitations). In the event of a default, such amounts shall be treated as taxable as required by the Code. The Funding Agent shall be entitled to establish such other rules and requirements in connection with loans as it deems appropriate and that are in compliance with the requirements of 29 CFR §2550.408b-1 and Code §72(p).

(c) Any loan to a Participant who is married as of the date of the loan shall require the consent of the Participant's Spouse, obtained in accordance with the provisions of Section 9.8 within 90 days prior to the date of the loan, to (i) the making of such loan and (ii) any potential reduction of the benefits payable to or with respect to such Participant in the event of non-payment of such loan. Such consent of a Participant's Spouse shall also be required in the event of any renegotiation, extension, renewal, or other revision of a loan to a Participant.

(d) In the event any loan remains outstanding at the time a distribution (other than an additional loan) is otherwise scheduled to occur and such distribution would reduce the vested Accumulated Benefit below the prescribed security for, or other limitations with regard to, the loan, then the amount of the distribution will be reduced by all or a portion of the outstanding loans to prevent such reduction.

(e) A loan may not be prepaid without the advance consent of the Funding Agent, except as otherwise permitted by the Funding Agent or required by law.

(f) Any "party in interest," as defined in ERISA §3(14), who is a terminated Participant, a retired Participant, or a Beneficiary with an Account balance under the Plan, shall have the right to receive a loan from the Plan.

(g) If permitted by the Funding Agent, the obligation of any Participant to repay all or part of any loan shall be suspended during any period of Qualified Military Service (determined without regard to the participant's re-employment rights) by the Participant, and the period over which the loan may be repaid shall be extended by the length of the period of such Qualified Military Service.

12.6 Distributions from Rollover Contribution Accounts. Subject to Sections 5.3(a)(4), 12.3, 12.4, and 12.7, and the provisions of any applicable Contract, a Participant may obtain a distribution of an amount held in his Rollover Contribution Account at any time.

12.7 Form of Withdrawal. Withdrawals under this Article 12 shall be in a lump sum equal to a portion of the total vested Value of the Participant's Account, provided that to the extent required by law, unless the Participant, with, if applicable, the consent of his Spouse (obtained in accordance with the provisions of Section 9.8), waives (in compliance with

Section 9.10) the standard form of benefit as set forth in Section 9.1 or 9.2, as applicable, such withdrawal shall be in the applicable standard form.

ARTICLE 13: ACCOUNTS AND INVESTMENTS

13.1 Separate Accounts. The Plan Administrator shall create and maintain separate accounts for each Participant's Salary Reduction Contributions, Employer Basic Contributions, Employer Matching Contributions, Designated Roth Contributions, and transfer and rollover contributions, if any.

13.2 Investment Arrangements; Participant Investment Directions.

(a) At the time of executing the Salary Reduction Agreement or, in the case of a Participant who is not making contributions to the Plan by means of a Salary Reduction Agreement, at the time of enrollment into the Plan, a Participant shall select the Funding Agent or Funding Agents and the Investment Arrangement or Investment Arrangements, in which such contributions are to be invested.

(b) Subject to such conditions as may reasonably be imposed by the applicable Funding Agent, a Participant may direct that contributions on his behalf made pursuant to Section 5.1, 5.4, 6.1, 6.2, or 7.1, as applicable, be invested with more than one Funding Agent and more than one Investment Arrangement, or other investments. A Participant may allocate contributions on his behalf among Funding Agents and Investment Arrangements in such proportion as the Participant shall elect; provided, however, that such allocation of contributions shall be in whole percentages only. To the extent permitted by law, in the event that Participants do direct the investment of their Accounts, neither the Employer, the Plan Administrator, the sponsor nor any other person shall have any responsibility or liability for the Participant's exercise of such investment control or for any loss of diminution in value occasioned thereby.

(c) Subject to the requirements under subsections (a) and (b) above, as authorized in Section 13.4, the Employer shall determine the investment of any Account over which the Participant does not exercise investment control under subsection (b) above.

(d) A Participant may elect in writing, filed with the Employer or the Funding Agent, as directed by the Employer (or, if permitted by the Funding Agent, telephonic direction), the manner in which his Accounts and future contributions made on his behalf are to be invested. A Participant may change the manner in which his Accounts and future contributions on his behalf are to be invested, provided that such changes shall be made in such manner, at such time and with such effective date as permitted by the Employer and the Funding Agent. All elections and transfers shall be subject to rules established by the Employer and the Funding Agent maintaining the Investment Fund or other investments. Subject to the provisions of the governing documents of the Investment Funds involved, if there is a change in Funding Agents or designated Investment Funds or other investments, and a Participant does not make a new election, he will be deemed to have designated investment in the designated Investment Funds most similar to those previously elected and in the same proportion as previously elected.

13.3 Rules for Designation of Investment Arrangements. Any designation of investments by Participants shall be subject to general rules established by the Plan Administrator and the Funding Agent. These rules may include:

(a) restrictions on the minimum amount or percentage of any contribution that may be placed in any particular Investment Arrangement or other investments;

(b) restrictions on the use of different amounts or percentages for different types of contributions;

(c) minimums or maximums (or both) on the amount which may be invested or transferred to or from any particular Investment Arrangement; and

(d) restrictions on the time and frequency of designations, changes in designations and transfers from one Investment Arrangement to another, including the required advance notice.

These rules may differ for different types of contributions. The effective date of any change in a Participant's election with respect to allocation of contributions among Investment Arrangements or other investments, or any transfer from one Investment Arrangement to another must coincide with a valuation date for the applicable Investment Arrangement. Except in the case of a Plan maintained by an Employer that is a Church, such rules may not discriminate in favor of Participants who are members of the Highly Paid Group (as defined in Section 6.4).

13.4 Default Investments. If a Participant fails to select a Funding Agent or Investment Arrangement pursuant to Section 13.2 and Section 13.3, including as a result of the Employer's making contributions on behalf of the Participant pursuant to an Automatic Contribution Arrangement, the Plan Administrator shall invest all amounts held in the Participant's Account as follows:

(a) No amount shall be invested in employer securities.

(b) All amounts shall be invested in one or more Investment Arrangements managed by a registered investment company registered under the Investment Company Act of 1940. With respect to each Participant, each such Investment Arrangement shall satisfy one of the following alternatives:

(1) An investment fund product or model portfolio that applies generally accepted investment theories, is diversified so as to minimize the risk of large losses and that is designed to provide varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures based on the Participant's age, expected retirement date (such as normal retirement age under the Plan), or life expectancy. Such products and portfolios change their asset allocations and associated risk levels over time with the objective of decreasing risk of losses with increasing age. For purposes of this paragraph, asset allocation decisions for such products and portfolios are not required to take into account risk tolerances, investments or

other preferences of the Participant. An example of such a fund or portfolio may be a "life-cycle" or "targeted-retirement-date" fund or account.

(2) An investment fund product or model portfolio that applies generally accepted investment theories, is diversified so as to minimize the risk of large losses and that is designed to provide long-term appreciation and capital preservation through a mix of equity and fixed income exposures consistent with a target level of risk appropriate for Participants of the plan as a whole. For purposes of this paragraph, asset allocation decisions for such products and portfolios are not required to take into account the age, risk tolerances, investments or other preferences of an individual Participant. An example of such a fund or portfolio may be a "balanced" fund.

(3) An investment management service with respect to which the registered investment company, applying generally accepted investment theories, allocates the assets of a Participant's individual account to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures, offered through investment alternatives available under the Plan, based on the Participant's age, target retirement date (such as Normal Retirement Age under the plan), or life expectancy. Such portfolios are diversified so as to minimize the risk of large losses and change their asset allocations and associated risk levels for an individual account over time with the objective of decreasing risk of losses with increasing age. For purposes of this paragraph, asset allocation decisions are not required to take into account risk tolerances, investments, or other preferences of an individual Participant. An example of such a service may be a "managed account."

(4) During the first 120 days after the date of the first contribution made on behalf of a Participant pursuant to Section 5.1(a)(2) (as determined under Code §414(w)(2)(B)), an investment product or fund designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity. Such investment product shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product, and shall be offered by a State or federally regulated financial institution.

(c) In making default investments, the Plan Administrator of a Plan maintained by an Employer described in Section 1.2(c) shall not discriminate in favor of Participants who a members of the Highly Paid Group (as defined in Section 6.4).

13.5 Information about Investment Alternatives. With respect to any investment alternative available under the Plan, including Default Investments described in Section 13.4, the Plan's named fiduciary, or any person designated by the named fiduciary, shall

provide the following information to each Participant and Beneficiary, which shall be based on the latest information available to the Plan:

(a) In the case of an investment alternative which is subject to the Securities Act of 1933, and in which the Participant or Beneficiary has no assets invested under the Plan, immediately following the Participant's or Beneficiary's initial investment, a copy of the most recent prospectus provided to the Plan. This condition will be deemed satisfied if the Participant or Beneficiary has been provided with a copy of such most recent prospectus immediately prior to the Participant's or Beneficiary's initial investment in such alternative;

(b) Subsequent to an investment in an investment alternative, any materials provided to the Plan relating to the exercise of voting, tender, or similar rights which are incidental to the holding in the Account of the Participant or Beneficiary of an ownership interest in such alternative to the extent that such rights are passed through to Participants and Beneficiaries under the terms of the Plan, as well as a description of or reference to Plan provisions relating to the exercise of voting, tender, or similar rights;

(c) A description of the annual operating expenses of each designated investment alternative (e.g., investment management fees, administrative fees, transaction costs) that reduce the rate of return to Participants and Beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;

(d) Copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment alternatives available under the Plan, to the extent such information is provided to the Plan;

(e) A list of the assets comprising the portfolio of each designated investment alternative that constitute plan assets within the meaning of 29 CFR §2510.3–101, the value of each such asset (or the proportion of the investment alternative which it comprises), and, with respect to each such asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract, and the rate of return on the contract;

(f) Information concerning the value of shares or units in designated investment alternatives available to Participants and Beneficiaries under the plan, as well as the past and current investment performance of such alternatives, determined, net of expenses, on a reasonable and consistent basis; and

(g) Information concerning the value of shares or units in designated investment alternatives held in the account of the Participant or Beneficiary.

13.6 Transfers between Investment Arrangements within the Plan.

(a) Subject to the terms of the Contract and the rules of the Funding Agent and the Employer, and the guidelines set forth in the prospectus, if any, of each

Investment Arrangement maintained by a Funding Agent, including, without limitation, rules restricting the availability of transfers or setting minimum or maximum amounts that may, subject to the provisions of Section 13.2, be transferred and when transfers are permitted, a Participant may, subject to the provisions of Section 13.2, transfer funds in his Account from one Investment Arrangement to another Investment Arrangement.

(b) Any transfer shall be subject to such charges as established from time to time by the Funding Agent or Investment Arrangement with regard to the applicable Investment Arrangement.

(c) The Plan Administrator and each Funding Agent, including Funding Agents not currently eligible to receive contributions under the Plan, shall execute and maintain in effect an information sharing agreement under which each agrees to exchange such information with the other as may be reasonably necessary to satisfy the requirements of Code §403(b) or other applicable requirements of law.

13.7 Contract Exchanges Within the Plan. A Contract of a Participant or Beneficiary may be exchanged for another Contract of that Participant or Beneficiary under the Plan if each of the following conditions are met:

(a) The Participant or Beneficiary has an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both Contracts immediately before the exchange).

(b) The other Contract is subject to distribution restrictions with respect to the Participant that are not less stringent than those imposed on the contract or fund being exchanged, and the Employer enters into an agreement with the issuer of the other Contract under which the Employer and Funding Agent will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting Contract, or any other Contract to which contributions have been made by the Employer, to satisfy Code §403(b), including information concerning the Participant's employment and information that takes into account other Code §403(b) contracts or qualified employer plans (such as whether a Severance from Employment has occurred for purposes of the distribution restrictions in Treas. Reg. §1.403(b)–6 and this Plan, and whether the hardship withdrawal rules of Treas. Reg. §1.403(b)–6(d)(2) and Section 12.2 are satisfied).

(2) Information necessary for the resulting Contract, or any other Contract to which contributions have been made by the Employer, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Code §72(p)(2) so that the loan is not a deemed distribution under Code §72(p)(1)).

(c) The condition in subsection (a) is satisfied if the exchange would satisfy Code §414(*l*)(1) if the exchange were a transfer of assets.

ARTICLE 14: AMENDMENT OR TERMINATION OF PLAN; MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

14.1 Amendment. (a) Subject to Section 1.5, the Employer reserves the right by action of the Board to amend the Plan, retroactively or prospectively, from time to time as it may deem advisable and, without limiting the generality of the foregoing, to adopt any amendment necessary or appropriate to ensure that the Plan remains a Section 403(b) Plan; provided, however, that no amendment shall (a) increase the duties or responsibilities of the Funding Agent without its consent thereto in writing, (b) have the effect of reverting to the Employer the whole or any part of the assets of the Plan or of a Contract, or of diverting any part of such assets to purposes other than for the exclusive benefit of Participants and beneficiaries and the payment of Plan expenses at any time prior to the satisfaction of all the liabilities under the Plan with respect to such persons, or (c) adversely affect the rights of any Participant or Beneficiary with respect to any contributions made by the Participant or by the Employer on his behalf prior to the date of such amendment, except as required to ensure that the Plan remains a Section 403(b) Plan.

(b) If the Employer amends the Plan by means of an amendment to the Adoption Agreement, it shall complete and sign a new Adoption Agreement.

14.2 Vesting. In the event any amendment to the Plan changes any vesting schedule, any Participant having three (3) or more Years of Service shall be permitted to elect to have his nonforfeitable benefit percentage computed under the Plan without regard to such amendment. See Section 8.1(c).

14.3 Prohibition on reduction of accrued benefits. (a) No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. This includes an amendment that decreases a Participant's accrued benefit, or otherwise places greater restrictions or conditions on a Participant's rights to benefits protected under Code §411(d)(6), even if the amendment merely adds a restriction or condition that is permitted under the vesting rules in Code §411(a)(3) through (11). Notwithstanding the preceding sentence, a Participant's account balance may be reduced to the extent permitted under Code §412(d)(2) or to the extent permitted under Treas. Reg. §§1.411(d)-3 and 1.411(d)-4. For purposes of this paragraph, a plan amendment that has the effect of decreasing a Participant's account balance with respect to benefits attributable to service before the effective date of the amendment shall be treated as reducing an accrued benefit. Furthermore, 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 nonforfeitable percentage (determined as of such date) of such Participant's employer-derived accrued benefit will not be less than the percentage computed under the plan without regard to such amendment.

(b) No amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to a plan amendment that eliminates or restricts the ability of a participant to receive payment of his

or her account balance under a particular optional form of benefit if the amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted. For this purpose, a single-sum distribution form is otherwise identical only if the single-sum distribution form is identical in all respects to the eliminated or restricted optional form of benefit (or would be identical except that it provides greater rights to the participant) except with respect to the timing of payments after commencement.

(c) If benefits protected by Code §411(d)(6) are reduced or eliminated by an amendment to the Plan, the protected benefit must be preserved with respect to benefits accrued as of the later of the date the amendment was adopted, or the date the amendment was effective, except as provided under Treas. Reg. §§1.411(d)-3(b) and 1.411(d)-4.

14.4 Termination. (a) The Plan is purely voluntary on the part of the Employer, and the Employer reserves the right to terminate the Plan and to discontinue contributions completely at any time. In the event that the Plan is terminated for any reason, or contributions are completely discontinued, the right of all Participants to their Accounts shall be nonforfeitable. In the event of a termination of the Plan only with regard to a group of Participants that is a "partial termination" within the meaning of Treas. Reg. §1.411(d)-2(b), the rights in the Accounts of the Participants involved in the "partial termination" shall be nonforfeitable, and all Accumulated Benefits shall be distributed to all Participants or the Beneficiaries as soon as administratively practicable. Subject to any restrictions contained in the terms governing the applicable Investment Arrangement, all Accounts will be distributed, provided that the Employer and any Member Employer on the date of termination do not make contributions to an alternative Section 403(b) Plan that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations. An Employer may at any time terminate the Plan, or discontinue contributions, with regard to its Employees. In addition, if there is more than one Employer, each Employer may elect at any time by appropriate amendment or action affecting only its own status hereunder to disassociate itself from this Plan, but to continue its plan as an entity separate and distinct from the Plan. In such event, such separation shall take place only after the taking of all required legal action, the filing and giving of all required notices and the establishment of a new funding arrangement that satisfies applicable legal requirements.

(b) Upon termination of the Plan, subject to any restrictions in the Contracts, the Accumulated Benefit of each Participant subject to the termination will be distributed to the Participant or Beneficiary pursuant to the terms of the Plan.

(c) Notwithstanding any other action by the Employer, the Plan will be deemed not to have been terminated if, except as otherwise permitted in Treas. Reg. §1.403(b)-10(a) or other regulations, the Employer or any Control Group Employer makes contributions under any other Section 403(b) Plan during the period beginning on the date the Plan is terminated and ending 12 months after the distribution of all assets from the Plan.

14.5 Merger, Consolidation or Transfer of Assets. In the event of any merger or consolidation

of the Plan with, or transfer of assets or liabilities of the Plan to, any other employee benefit plan, each Participant shall (if such other plan had then terminated) be entitled to receive a benefit immediately after such merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then terminated).

ARTICLE 15: GENERAL PROVISIONS

15.1 Committee. Unless another person is designated as the Plan Administrator in the Adoption Agreement, the Employer is the Plan Administrator, and such persons as are selected by the Board from time to time shall constitute a Committee responsible for administering and interpreting the Plan on behalf of the Employer, which is the Plan Administrator. The Committee shall have the power and duty to take all actions and to make all decisions necessary and proper to carry out the provisions of the Plan and to determine the eligibility of any Employee to participate herein.

15.2 Plan Administration. (a) The Plan shall be administered, and the provisions of the documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the applicable requirements of Code §403(b). These provisions and requirements include, but are not limited to:

(1) Determining whether an Employee is eligible to participate in the Plan;

(2) Determining whether contributions comply with the applicable limitations;

(3) Determining whether hardship withdrawals and loans (if permitted by the Adoption Agreement) comply with the applicable requirements and limitations;

(4) Determining whether any transfers or rollovers comply with applicable requirements and limitations;

(5) Determining whether the requirements of the Plan and Code §403(b) are properly applied, including whether the Employer is a member of a controlled group; and

(6) Determining whether a domestic relations order is a Qualified Domestic Relations Order.

(b) Administrative functions may be allocated among various persons pursuant to written agreements. However, administrative functions shall not be allocated to Participants, except to permit Participants to make investment elections for self-directed accounts. Any administrative functions not allocated to other persons are reserved to and shall be carried out by the Plan Administrator.

(c) Administrative Appendix. The Administrative Appendix shall identify the persons to whom particular administrative functions have been allocated, and the functions allocated to them; and all Funding Agents and approved Investment Arrangements. The Administrative Appendix may refer to or incorporate by reference service agreements or other documents related to the administration of the Plan. The Administrative Appendix may be modified from time to time, and

no such modification shall be deemed to be an amendment of the Plan.

15.3 Limitation on Rights Created by Plan.

(a) The adoption and maintenance of the Plan shall not be construed to (i) give a Participant the right to continue in the employ of the Employer or to interfere with the right of the Employer to discharge, lay off or discipline a Participant at any time, or (ii) give the Employer the right to require any Participant to remain in its employ or to interfere with the Participant's right to terminate his employment.

(b) The adoption and maintenance of the Plan, the creation of any account, or the payment of any benefit, shall not be construed as creating any legal or equitable right against the Employer except as this Plan specifically provides.

(c) The Employer and, if different, the Plan Administrator, do not guarantee the payment of benefits hereunder, and benefits shall be paid only to the extent of the assets held in the Plan. Each Participant (and his Beneficiary or anyone else claiming through him) may receive benefits hereunder only from the assets of the Plan to which he or his Beneficiary or other person is entitled.

15.4 Inalienability of Benefits. (a) The rights or interests of any person under the Plan may not be assigned or alienated, and, to the extent permitted by law, no benefit payments under the Plan shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same. The foregoing shall apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a Qualified Domestic Relations Order, as defined in Code §414(p), or any domestic relations order entered before January 1, 1985. The procedures with regard to a Qualified Domestic Relations Order ("QDRO") are annexed hereto as the QDRO Appendix. A QDRO may direct that an alternate payee receive a distribution after the Participant's earliest retirement age (as defined in Code §414(p)(4)(B)) under the Plan of any nonforfeitable interest even though the Participant would not be entitled to receive a distribution at such time.

(b) The Plan Administrator may pay from a Participant's or Beneficiary's Account the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to the Participant or Beneficiary, or is sought to be collected by the United States Government pursuant to a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

15.5 Expenses. All administrative expenses of the Plan shall be paid by the Plan, except to the extent paid by the Employer. Expenses attributable to any loan, withdrawal, contribution, benefit, taxes applicable to a contribution, or other charges by the Funding Agent shall in all events be paid out of the assets held by the Funding Agent under the Contract and charged to the applicable Accounts.

15.6 Employer Duties.

(a) The Employer may delegate its duties among the Board members and its

Employees and may designate other persons to carry out any of its fiduciary responsibilities under the Plan.

(b) The Employer, any member of the Board, or any person whom the Employer has designated pursuant to Section 15.2(b) or Section 15.6(a) may employ one or more persons to render advice with regard to any fiduciary responsibility he may have under the Plan.

(c) Any person may serve in more than one fiduciary capacity under the Plan.

(d) The members of the Board and any person designated by the Employer in accordance with the provisions of Section 15.2(b) or Section 15.6(a) shall discharge their duties with respect to the Plan solely in the interest of the Participants and Beneficiaries, for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

(e) To the extent not covered by insurance, the Employer shall indemnify to the fullest extent permitted by law and its Certificate of Incorporation and Bylaws (or other comparable governing documents), each member of the Board, and may indemnify any person designated by the Employer in accordance with Section 15.2(b) or Section 15.6(a), against all liabilities and expenses, including attorneys' fees, reasonably incurred by him in connection with any actual or threatened legal action to which he may or might be a party by reason of his status or alleged status as a Fiduciary, except with regard to any matters as to which he shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of his duty as a Fiduciary.

(f) No person shall be liable for any act or omission of another person in carrying out any responsibility where such responsibility is allocated to such other person by or pursuant to the Plan.

15.7 Claims Procedure. Any claim by a Participant or Beneficiary (the "Claimant") with respect to eligibility, participation, contributions, benefit or other aspects of the operation of the Plan shall be made in writing to a person designated by the Committee for such purpose. If the designated person receiving a claim believes that the claim should be denied, he shall notify the Claimant in writing of the denial of the claim within 90 days after his receipt thereof. This period may be extended an additional 90 days in special circumstances. Such notice shall (a) set forth the specific reason or reasons for the denial, making reference to the pertinent provisions of the Plan or of Plan documents on which the denial is based, (b) describe any additional material or information necessary to perfect the claim, and explain why such material or information, if any, is necessary, and (c) inform the Claimant of his right pursuant to this Section 15.6 to request review of the decision by the Committee. Any such person may appeal the denial of a claim to the Committee by submitting a written request for review to the Committee within 60 days after the date on which such denial is received. Such period may be extended by the Committee for good cause shown. The Claimant or his duly authorized representative may discuss any issues relevant to the claim, may review pertinent documents and may

submit issues and comments in writing. If the Committee deems it appropriate, it may hold a hearing as to a claim. If a hearing is held, the Claimant shall be entitled to be represented by counsel. The Committee shall decide whether or not to grant the claim within 60 days after receipt of the request for review, but this period may be extended by the Committee for up to an additional 60 days in special circumstances. The Claimant shall be notified of the delay. The decision of the Committee shall be in writing, shall include specific reasons for the decision and shall refer to pertinent provisions of the Plan or of Plan documents on which the decision is based. Claims and review of claims pertaining to benefits under the Contract (including claims relating to the terms, conditions and interpretations thereof) should be sent to the Employer but shall be determined by the applicable Funding Agent under its own procedures. Any claim not decided upon in the required time period shall be deemed denied. All interpretations, determinations and decisions of the Committee or the Funding Agent with respect to any claim shall be made in the sole discretion of each, based on the Plan documents and Contract, and shall be final and binding.

15.8 Venue and Statute of Limitations. Any judicial proceeding initiated to adjudicate any claim arising under the Plan shall be filed in the federal or state court having personal jurisdiction and venue over the principal office of the Employer, and each Participant and Beneficiary waives any defense of lack of personal jurisdiction. No Participant or Beneficiary may file a lawsuit for benefits more than one year after a final denial of benefits is issued by the Employer or applicable Funding Agent.

15.9 Payments for Incompetent Persons. If the Committee shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of illness or accident, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may, subject to the terms of the Contract, be paid to the spouse, child, grandchild, parent, brother or sister of such person, or to any person deemed by the Committee to have incurred expense for such person otherwise entitled to payment. Any such payment shall be a complete discharge of any liability under the Plan therefor.

15.10 Construction. The masculine pronoun where appearing in this Plan shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Where appropriate, words used in the singular include the plural and the plural includes the singular. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to this entire Plan, not to any particular provision or section. To the extent that amounts contributed were not subject to ERISA or other legal requirements when contributed, except to the extent required by law, this document is not intended to cause such contributions to become subject to the ERISA or other requirements set forth herein.

15.11 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State where the Employer has its principal place of business, except as such laws may be superseded by the Code. Notwithstanding anything in the Plan, or any amendment to the Plan, no provision of the Plan shall be construed so as to violate the requirements of the Code necessary for the Plan to be described in Code §403(b).

Rev. March 27, 2017

QDRO APPENDIX: PROCEDURES REGARDING QUALIFIED DOMESTIC RELATIONS ORDERS

Section 1. General. The Plan shall pay benefits to the person or persons named in a Qualified Domestic Relations Order, as defined in Section 2 below, in the amount and to the extent provided in such order. Payment of benefits pursuant to a Qualified Domestic Relations Order shall not be considered a violation of the prohibition against assignment and alienation contained in Section 15.3 of the Plan.

Section 2. Qualified Domestic Relations Orders. In order to constitute a Qualified Domestic Relations Order, the order must meet all of the following requirements:

(a) The order must create or recognize the existence of the right of an Alternate Payee, as defined in Section 8, to, or must assign to an Alternate Payee the right to, receive all or a portion of the benefits payable under the Plan with respect to a Participant.

(b) The order must constitute a judgment, decree or order (including approval of a property settlement agreement) which relates to the provisions of child support, alimony payments, or property rights to a Spouse, former Spouse, child, or other dependent of a Participant, made pursuant to a state domestic relations law (including a community property law).

(c) The order must specify the following information:

(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 Alternate Payee, or the manner in which such amount or percentage shall be determined,

(3) the number of payments or periods to which such order applies, and

(4) the name of each plan to which the order applies.

(d) The order must not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the terms of this Plan, nor require the Plan to provide increased benefits (determined on the basis of actuarial value), nor require the payment of benefits to an Alternate Payee which are required to be paid to an Alternate Payee under a previous Qualified Domestic Relations Order. Notwithstanding the foregoing, the order may require the payment of benefits to an Alternate Payee while the Participant is still employed; provided, however, payments are not required to be made before the earlier of (i) the date on which the Participant is entitled to a distribution under the Plan or (ii) the later of age 50 or the earliest date on which the Participant would begin receiving benefits under the Plan if he separated from service. Payments may be required in any form in which such benefits may be paid under the Plan to the Participant, except in the form of a joint and survivor annuity with respect to the Alternate Payee and his or

her subsequent spouse.

Section 3. Payments During Participant's Employment. In the event the Qualified Domestic Relations Order requires payments to be made to the Alternate Payee while the Participant is employed, payments shall be computed as if the Participant had retired on the date on which payments under the order are to begin.

Section 4. Procedures. Upon receipt of any domestic relations order by the Plan, the Plan Administrator shall take the following steps:

(a) The Plan Administrator shall promptly notify the Participant and any Alternate Payee named in such order of the receipt of a domestic relations order and the Plan's procedures for determining whether such order is a Qualified Domestic Relations Order, as defined in Section 2 above. The notice to the Alternate Payee shall include a statement that he or she is entitled to designate a representative for receipt of copies of any notices that are sent to the Alternate Payee with respect to a domestic relations order. The notice shall be sent to the Participant and Alternate Payee at the address specified in the order, or if none is specified, at the address of the Participant or Alternate Payee last known to the Plan Administrator.

(b) Within a reasonable period of time after receipt of such order, the Plan Administrator shall determine whether such order is a Qualified Domestic Relations Order, in accordance with the provisions of Section 2 above, and notify the Participant and each Alternate Payee of such determination. In making its determination, the Plan Administrator may seek the advice of legal counsel as to whether the order meets the requirements of Section 2 hereof and may, but shall not be required to, invite written or oral arguments by the Participant and the Alternate Payee or their representatives.

(c) Pending the Plan Administrator's determination of whether a domestic relations order is a Qualified Domestic Relations Order, the Plan Administrator shall instruct the Funding Agent to separately account for any amounts which would be payable to the Alternate Payee during such period if the order is a Qualified Domestic Relations Order. If within 18 months from the date on which the first payment would be required to be made under the Qualified Domestic Relations Order, it is determined that the order is a Qualified Domestic Relations Order, the Plan shall pay the segregated amounts, including any interest thereon, to the person or persons entitled thereto pursuant to the terms of the Qualified Domestic Relations Order. If it is determined that an order is not a Qualified Domestic Relations Order or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved within the aforesaid 18 month period, the Plan shall pay the segregated amount, including any interest thereon, to the person or persons entitled to such amounts in the absence of the order. If it is subsequently determined that an order is a Qualified Domestic Relations Order, the Plan shall pay benefits subsequent to the determination in accordance with the order. If action is taken in accordance with this subparagraph, the Plan's obligation to the Participant and each Alternate Payee shall be discharged to the extent of any payment made pursuant to the Qualified Domestic Relations Order.

Section 5. Relationship to Other Plan Provisions. To the extent provided in the Qualified Domestic Relations Order, the Plan shall treat the former Spouse of a Participant as the Spouse of the Participant for purposes of the Plan to the extent, and only to the extent, a spouse has rights pursuant to section 205 of ERISA and any Spouse of the Participant shall not be treated as a Spouse of the Participant for such purposes.

Section 6. Beneficiary Status. Each Alternate Payee shall be treated as a Beneficiary under the Plan, with all the rights accorded to other Beneficiaries under the terms hereof and as otherwise provided by law.

Section 7. Effective Date. The above provisions are effective for Qualified Domestic Relations Orders entered on or after January 1, 1985, except that, in the case of a domestic relations order entered before January 1, 1985, the Plan Administrator (i) may treat such order as a Qualified Domestic Relations Order even though such order fails to meet the requirements of Section 2 above and (ii) must treat such order as a Qualified Domestic Relations Order if benefits are being paid pursuant to such order on January 1, 1985.

Section 8. "Alternate Payee" means the Participant's Spouse, former Spouse, child or other dependent of the Participant who is recognized as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to that Participant.

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