

**NON-ERISA
SPECIMEN 403(b) PLAN**
DEFERRAL ONLY BASIC PLAN DOCUMENT



FINANCIAL SERVICES
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Non-ERISA SPECIMEN 403(b) PLAN – DEFERRAL ONLY

Basic Plan Document

PURPOSE

This Plan is intended to be used by tax-exempt organizations described in Code Section 501(c)(3) who satisfy the requirements for ERISA exemption in Labor Regulation 2510.3-2(f) as described below. It may also be used by a State, including a political subdivision of a State or an agency or instrumentality of a State, with respect to Employees of the State. It is intended to satisfy the requirements for an arrangement described in Code Section 403(b) that will include only Employee Elective Deferrals. The Plan is intended to be exempt from the requirements of ERISA. The Plan assets may be invested in Code Section 403(b)(1) annuity contracts or Code Section 403(b)(7) custodial accounts that are authorized by the Employer for use under the Plan. All Funding Vehicles shall conform to all applicable statutory and regulatory requirements for such investments.

ERISA coverage for 403(b) elective deferral only plans of 501(c)(3) organizations – This Basic Plan Document and the related Adoption Agreement that are portions of the Plan are designed to comply with a safe harbor described in Labor Regulation 2510.3-2(f) as clarified by the Employee Benefits Security Administration Field Assistance Bulletin (FAB) 2007-02 (and additional related Department of Labor guidance), and to therefore not be covered by ERISA. Accordingly, the activities of the Employer with respect to the Plan are limited to ministerial and administrative activities permitted by that regulation, as clarified by FAB 2007-02. Consistent with this guidance, under this Plan, the Employer does not have authority to make discretionary determinations in administering the plans such as authorize plan-to-plan transfers, process distributions, and make determinations regarding hardship distributions, qualified domestic relations orders and eligibility for or enforcement of loans. Such authority (and the authority to make other discretionary determinations) resides with the Vendors or other designated representative of the Employer.

NOTE: If an Employer desires to or determines that it must perform discretionary activities that are beyond those covered by such safe harbor, it should adopt a plan that meets the requirements of ERISA.

DEFINITIONS

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

ADOPTING EMPLOYER

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

ADOPTION AGREEMENT

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

AGE 50 CATCH-UP CONTRIBUTION

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

ALTERNATE PAYEE

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

ANNUAL ADDITIONS

Means, for purposes of Plan Section 3.04(A), the sum of the following amounts credited to a Participant for the Limitation Year under this Plan and other plans deemed to be maintained by the Participant as described in Plan Section 3.04(A):

- a. Plan Contributions,
- b. forfeitures,
- c. excess aggregate contributions,
- d. similar contributions or amounts under such other plans deemed to be maintained by the Participant, and
- e. any additional amounts required by regulations under Code Section 415.

Means, for purposes of Plan Section 3.04(B), the sum of the following amounts credited to a Participant for the Limitation Year under this Plan and plans maintained by employers described in Plan Section 3.04(B):

- a. Plan Contributions,
- b. forfeitures,
- c. excess aggregate contributions,
- d. similar contributions or amounts under plans maintained by such other employers,
- e. amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan,
- f. amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)), under a welfare benefit fund (as defined in Code Section 419(e)),
- g. amounts allocated under a simplified employee pension plan, and
- h. any additional amounts required by regulations under Code Section 415.

BASIC PLAN DOCUMENT

Means this specimen 403(b) Plan document.

BENEFICIARY

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

CATCH-UP CONTRIBUTIONS

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

CODE

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

COMPENSATION

A. Base Definition

Means the Compensation received from the Participant's Employer that meets the following definition:

W-2 wages – Compensation is defined as information required to be reported under Code Sections 6041 and 6051, and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation is defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d) and 6051(a)(3), and 6052. Compensation must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

B. Determination Period and Other Rules

Payments made after Severance from Employment will be either included or excluded from Compensation within the meaning of Code Section 415(c)(3), depending on the category of such compensation.

1. Regular pay – An amount described in this subparagraph (1) will be included in the definition of Compensation (within the meaning of Code Section 415(c)(3)) if –
 - a. The payment is regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;
 - b. The payment would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer;
 - c. The payment is paid by the later of 2½ months after Severance from Employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of Severance from Employment with the Employer maintaining the Plan; and
 - d. The payment would have been included in the definition of Compensation if it was paid prior to the Employee's Severance from Employment with the Employer maintaining the Plan.
2. Leave cashouts – An amount described in this subparagraph (2) will be excluded from the definition of Compensation (within the meaning of Code Section 415(c)(3)) if –
 - a. The payment is for unused accrued bona fide sick, vacation, or other leave that the Employee would have been able to use if employment had continued.
3. Deferred compensation – An amount described in this subparagraph (3) will be excluded from the definition of Compensation (within the meaning of Code Section 415(c)(3)) if –
 - a. The payment is an amount received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.
4. Other post-severance payments – Any payment that is not described in subparagraphs (1), (2), or (3) of this subparagraph is not considered Compensation under the Plan if paid after Severance from Employment with the Employer maintaining the Plan. Thus, Compensation does not include severance pay, or parachute payments within the meaning of Code Section 280G(b)(2), if they are paid

after Severance from Employment with the Employer maintaining the Plan, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the Severance from Employment. Any payments not described above are not considered Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

CONTRIBUTING PARTICIPANT

Means a Participant who has enrolled as a Contributing Participant pursuant to Plan Section 3.01 and on whose behalf the Employer is contributing Elective Deferrals to the Plan.

DESIGNATED BENEFICIARY

Means the individual who is designated by the Participant (or the Participant's surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation 1.401(a)(9)-4.

DIRECT ROLLOVER

Means a payment by the Plan to the Eligible Retirement Plan specified by the Recipient.

DISABILITY

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

DISTRIBUTION CALENDAR YEAR

Means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Plan Section 5.05(D). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

DOMESTIC RELATIONS ORDER

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

- a. relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and
- b. is made pursuant to state domestic relations law (including applicable community property laws).

EFFECTIVE DATE

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

ELECTIVE DEFERRALS

Means Plan Contributions made either as Pre-Tax Elective Deferrals or, effective on or after January 1, 2006, as Roth Elective Deferrals to the Plan at the election of the Participant, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement. With respect to any taxable year, a Participant's Elective Deferrals are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), any simplified employee pension plan cash or deferred arrangement as described in Code Section 408(k)(6), any SIMPLE IRA Plan described in Code Section 408(p), any plan as described under Code Section 501(c)(18), and any Employer contributions made on the behalf of a Participant for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. Elective Deferrals shall not include any deferrals properly distributed as Excess Annual Additions.

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

ELIGIBLE RETIREMENT PLAN

Means, for purposes of the Direct Rollover provisions of the Plan, an individual retirement account described in Code Sections 408(a) or 408A, an individual retirement annuity described in Code Section 408(b), a qualified annuity plan described in Code Section 403(a), a tax-sheltered annuity described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State (and which agrees to separately account for amounts transferred into such plan from this Plan), or a qualified plan described in Code Section 401(a) that accepts the Recipient's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p).

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

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

ELIGIBLE ROLLOVER DISTRIBUTION

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

- a. any distribution that is one of a series of substantially equal periodic payments (paid at least annually) made for the life (or Life Expectancy) of the Recipient or the joint lives (or joint life expectancies) of the Recipient and the Recipient's Designated Beneficiary, or for a specified period of ten years or more;
- b. any distribution to the extent such distribution is required under Code Section 401(a)(9);
- c. any hardship distribution described in Plan Section 5.01(C)(2); or
- d. any other distribution(s) that is reasonably expected to total less than \$200 during a year.

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

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

EMPLOYEE

Means any person employed by an Employer maintaining the Plan or of any other employer required to be aggregated with such Employer under Sections 414(b), (c), (m) or (o) of the Code and under Regulation 1.414(c)-5. In addition, if applicable, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. For purposes of the universal availability requirements of IRC Section 403(b)(12)(A)(ii) and Treas. Reg. 1.403(b)-5(b), Employers required to be aggregated will be determined in accordance with Treas. Reg. 1.403(b)-5(b)(3).

EMPLOYER

Means the Adopting Employer and Related Employers listed on a Related Employer Participation Form who meet the definition of an eligible employer described in Code Section 403(b)(1)(A). Such eligible employer is an employer described in Code Section 501(c)(3) which is exempt from tax under Code Section 501(a) or is a State, but only with respect to an Employee of the State performing services for a Public School (see Revenue Ruling 73-607 and any subsequent guidance).

EMPLOYMENT COMMENCEMENT DATE

Means, with respect to an Employee, the date such Employee first performs duties as an Employee for the Employer

ERISA

Means the Employee Retirement Income Security Act of 1974 as amended from time-to-time.

EXCESS ANNUAL ADDITIONS

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

EXCESS ELECTIVE DEFERRALS

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

FUNDING VEHICLE

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

INCLUDIBLE COMPENSATION

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

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

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

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

INDIRECT ROLLOVER

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

INDIVIDUAL ACCOUNT

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

INDIVIDUAL AGREEMENT

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

ISSUER

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

LIFE EXPECTANCY

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

LIMITATION YEAR

Means the calendar year with respect to a Participant if the Participant is not in control of any employer as described in Plan Section 3.04(B). However, if permitted by the Plan Administrator (or Vendor, as applicable), the Participant may elect to change the Limitation Year to another 12 month period. To do that, the Participant must attach a statement to the Participant's income tax return for the taxable year in which the change is made and the change must comply with Treasury Regulation 1.415(j)-1(d). If the Participant is in control of an employer as described in Plan Section 3.04(B), the Limitation Year is the limitation year of that employer. If the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated as if the Plan was amended to change its Limitation Year. As a result of this deemed amendment, the Code Section 415(c)(1)(A) dollar limit must be prorated under the short Limitation Year rules.

MAXIMUM PERMISSIBLE AMOUNT

Means the maximum Annual Addition that may be contributed or allocated to a Participant's Individual Account under the Plan for any Limitation Year in accordance with Treasury Regulation 1.415(c)-1(a)(1), which is the lesser of \$40,000, as adjusted for cost of living under Code Section 415(d), or 100% of the Participant's compensation for the Limitation Year. Generally, that compensation is the Participant's Includible Compensation for the Limitation Year. However, if a Participant is required to aggregate contributions under this Plan with contributions made to a qualified plan of an employer controlled by the Participant as described in Plan Section 3.04(B), then in applying the Maximum Permissible Amount in connection with the aggregation of this Plan with the qualified plan, the total compensation from the controlled employer and the Employer shall be taken into account. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed \$40,000, as adjusted under Code Section 415(d), multiplied by the following fraction:

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

NORMAL RETIREMENT AGE

Means age 59½.

PARTICIPANT

Means any Employee or former Employee of the Employer who has entered the Plan and who is or may become eligible to receive a benefit of any type from this Plan or whose Beneficiary may be eligible to receive any such benefit.

PARTICIPANT'S BENEFIT

Means the Participant's Individual Account as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated to the Participant's Individual Account as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The Participant's Benefit for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

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

PLAN

Means this 403(b) Plan adopted by the Adopting Employer. The Plan consists of this Basic Plan Document and the corresponding Adoption Agreement as completed and signed by the Adopting Employer and the Individual Agreements available under the plan, and any other documents that contain any of the material terms and conditions for eligibility, benefits, applicable limitations, the time and form under which benefit distributions may be made and other optional features allowed under Code Section 403(b).

PLAN ADMINISTRATOR

Means the person(s) or entity(ies), designated by the Employer, who will perform the administrative and ministerial functions set forth in Plan Section 7.03.

PLAN CONTRIBUTIONS

Means any amounts contributed by the Employer each year as determined under this Plan, unless such contributions are intended to be excluded for purposes of either the Plan or any act under the Code or any additional rules, regulations, or other pronouncements promulgated by the IRS.

PLAN SEQUENCE NUMBER

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

PLAN YEAR

Means the 12-consecutive month period that coincides with the Adopting Employer's tax year.

PRE-TAX ELECTIVE DEFERRALS

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

PRIOR PLAN

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

PUBLIC SCHOOL

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

QUALIFIED DOMESTIC RELATIONS ORDER**A. In General**

Means a Domestic Relations Order

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

B. Specification of Facts

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

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

C. Additional Requirements

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

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

D. Exception for Certain Payments

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

1. on or after the date on which the Participant attains (or would have attained) the earliest retirement age as defined in Code Section 414(p)(4)(B),
2. as if the Participant had retired on the date on which such payment is to begin under such order, and
3. in any form in which such benefits may be paid under the Plan to the Participant (other than in a Qualified Joint and Survivor Annuity) with respect to the Alternate Payee and their subsequent spouse.

RECIPIENT

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

RELATED EMPLOYER

Means an employer that is part of a controlled group of corporations (as defined in Code Section 414(b)), a group of commonly controlled trades or businesses (as defined in Code Section 414(c)) or an affiliated service group (as defined in Code Section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code Section 414(o) or Treasury Regulation 1.414(c)-5. In addition, if applicable, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. For purposes of the universal availability requirements of IRC Section 403(b)(12)(A)(ii) and Treas. Reg. 1.403(b)-5(b), Employers required to be aggregated will be determined in accordance with Treas. Reg. 1.403(b)-5(b)(3).

REQUIRED BEGINNING DATE

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

ROTH ELECTIVE DEFERRALS

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

SEVERANCE FROM EMPLOYMENT

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

A Severance from Employment shall also occur with respect to Employees of an Employer or Related Employer who cease to be employed by an Employer or Related Employer on account of a sale of the assets or stock of that Employer, provided that the subsequent or continuing Employer of those Employees doesn't maintain the Plan and Plan assets are not transferred to a plan maintained by that subsequent or continuing Employer.

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

SPECIAL CODE SECTION 403(b) CATCH-UP CONTRIBUTIONS

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

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

SPOUSE

Means the Spouse or surviving Spouse of the Participant, provided that a former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

STATE

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

VALUATION DATE

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

VENDOR

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

VESTED

Means nonforfeitable, that is an unconditional and legally enforceable claim against the Plan obtained by a Participant or the Participant's Beneficiary to their benefit under the Plan.

SECTION ONE: EFFECTIVE DATES

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

SECTION TWO: ELIGIBILITY

2.01 ELIGIBILITY TO PARTICIPATE

Each Employee of the Employer, except an Employee who belongs to a class of Employees excluded from participation as indicated in Adoption Agreement Section Two, shall be eligible to participate in this Plan by electing to contribute a portion of their Compensation as an Elective Deferral.

2.02 PLAN ENTRY

- A. Plan Restatement** – If this Plan is an amendment or restatement of a Prior Plan, each Employee who was a Participant in the Prior Plan before the Effective Date shall continue to be a Participant in this Plan.
- B. Effective Date** – Employees will enter the Plan for purposes of making Elective Deferrals as soon as administratively feasible following the Employee's Employment Commencement Date and following the completion of administrative requirements (equally applicable to all Employees) established by the Vendors for purposes of orderly and reasonable administration of the Plan unless they are in an excluded class of Employees listed in Adoption Agreement Section Two.
- C. Notification** – The Plan Administrator (or Employer or Vendor, as applicable) shall notify each Employee who becomes eligible to be a Participant under this Plan and shall furnish the Employee with the enrollment forms or other documents which are required of Participants. Such notification shall be in writing (or any other form permitted under rules promulgated by the IRS or other guidance). The eligible Employee shall execute such forms or documents and make available such information as may be required in the administration of the Plan.

2.03 TRANSFER TO OR FROM INELIGIBLE CLASS

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

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

2.04 DETERMINATIONS UNDER THIS SECTION

The Plan Administrator (or Vendor, as applicable) shall determine the eligibility of each Employee to be a Participant based on information certified by the Employer. This determination shall be conclusive and binding upon all persons except as otherwise provided herein or by law.

2.05 TERMS OF EMPLOYMENT

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

2.06 INFORMATION PROVIDED BY THE EMPLOYEE

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

2.07 RECLASSIFICATION

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

3.01 ELECTIVE DEFERRALS

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

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

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

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

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

Notwithstanding anything in this Plan to the contrary, Elective Deferrals shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

- B. Pre-Tax vs. Roth Elective Deferrals** – If the Adopting Employer so elects in Adoption Agreement Section Three, Part A, each Employee who enrolls as a Contributing Participant may specify whether their Elective Deferrals are to be characterized as Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a specified combination. A Contributing Participant's election will remain in effect until superseded by another election. Elective Deferrals contributed to the Plan as one type, either as Roth Elective Deferrals or Pre-Tax Elective Deferrals, may not later be reclassified as the other type. A Contributing Participant's Roth Elective Deferrals will be deposited in the Contributing Participant's Roth Elective Deferral subaccount in the Plan. No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Contributing Participant's Roth Elective Deferral subaccount, and gains, losses, and other credits or charges will be allocated on a reasonable and consistent basis to such subaccount.
- C. Ceasing or Changing Elective Deferral Amounts** – A Contributing Participant or a Participant who has met the eligibility requirements in Adoption Agreement Section Two but who is not currently making Elective Deferrals, may modify their salary reduction agreement to increase or decrease or cease Elective Deferrals as of any such times established by the Plan Administrator (or Vendor, as applicable) in a uniform and nondiscriminatory manner.
- 1. Notice to Cease or Change Elective Deferral Amounts** – A Contributing Participant who desires to modify their elections shall complete and deliver (either in writing or in any other form permitted by the IRS and the DOL) a new salary reduction agreement to the Plan Administrator (or Employer or Vendor, as applicable) either changing contribution amounts or revoking the authorization to the Employer to make Elective Deferrals on their behalf. The Plan Administrator (or Employer or Vendor, as applicable) may prescribe such uniform and nondiscriminatory rules as it deems appropriate to carry out the terms of this Plan Section 3.01(C). A Participant shall automatically cease to be a Contributing Participant upon their Severance from Employment, or on account of termination of the Plan.
 - 2. Return as a Contributing Participant after Ceasing Elective Deferrals** – A Participant who has withdrawn as a Contributing Participant in Plan Section 3.01(C)(1) (or because the Participant has taken a hardship distribution pursuant to Plan Section 5.01(C)) may not again become a Contributing Participant until the first day of the Plan Year or the first day of the seventh month of the Plan Year following such withdrawal, unless the Plan Administrator (or Employer or Vendor, as applicable), in a uniform and nondiscriminatory manner, permits withdrawing Participants to resume their status as Contributing Participants sooner (provided that Participants who take withdrawals pursuant to Plan Section 5.01(C) shall be subject to the conditions of that Plan Section).
- D. Catch-up Contributions**
- 1. Age 50 Catch-up Contributions** – All Employees who are eligible to make Elective Deferrals under this Plan and who are age 50 or older by the end of their taxable year will be eligible to make Age 50 Catch-up Contributions. Age 50 Catch-up Contributions are not subject to the limits on Annual Additions under Code Section 415.

2. **Special Code Section 403(b) Catch-up Contributions (Employees With 15 Years of Service)** – If the Adopting Employer so elects in Adoption Agreement Section Three, Part A, and if the Employer is a qualified organization (within the meaning of Treasury Regulation 1.403(b)-4(c)(3)(ii)), all qualified Employees will be eligible to make Special Code Section 403(b) Catch-up Contributions equal to the lesser of:
- a. \$3,000;
 - b. The excess of:
 1. \$15,000, over
 2. The total Special Code Section 403(b) Catch-up Contributions made for the qualified Employee by the qualified organization for prior years; or
 - c. The excess of:
 1. \$5,000 multiplied by the number of years of service (as defined in Treasury Regulations 1.403(b)-2(b)(21) and 1.403(b)-4(e)) of the Employee with the qualified organization, over
 2. The total Elective Deferrals made for the Employee by the qualified organization for prior years.

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

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

3.02 ROLLOVER

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

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

3.03 PLAN-TO-PLAN TRANSFER CONTRIBUTIONS

1. If the Adopting Employer elected in the Adoption Agreement, the Plan may receive any amounts transferred to it on behalf of an Employee from another Code Section 403(b) plan, unless an Employee is either employed by a Related Employer that does not participate in this Plan or a member of any excluded class of Employers listed in Adoption Agreement Section Two and Plan Section 2.01. Whether any particular transfer may be accepted by the Plan, and the procedures for the receipt of such transfers by the Plan, will be determined by the requirements of Treasury Regulation 1.411(d)-4, Q&A-3, Treasury Regulation 1.403(b)-10(b)(3), and other rules promulgated by the IRS. The Plan Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies the requirements of Code Section 403(b).
2. The amount so transferred shall be credited to the Participant's Individual Account and separately accounted for, and the Participant whose assets are being transferred must have an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant immediately before the transfer.
3. To the extent any amount transferred is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 1.403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan. The transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Plan Section Three.

3.04 LIMITATION ON ALLOCATIONS

- A. The Participant, not the Employer that makes a contribution, is deemed to maintain any Individual Agreement issued under this Plan for purposes of applying the limitation under Code Section 415(c), except as set forth in Plan Section 3.10(B) below.
1. The amount of Annual Additions which may be credited to the Participant's Individual Account for any Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under any other 403(b) annuity contract or custodial account which is deemed under Treasury Regulation 1.415(f)-1(f) to be maintained by the Participant. If the Annual Additions with respect to the Participant under the other contracts or accounts are less than the Maximum Permissible Amount and the amounts that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions under all such contracts or accounts for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant

under the other contracts or accounts are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.

2. Before determining the Participant's actual Includible Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Includible Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.
 3. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Includible Compensation for the Limitation Year.
 4. If, pursuant to Paragraph (3) above or as a result of a reasonable error in determining a Participant's Elective Deferrals or any other circumstance permitted under the rules promulgated by the IRS, a Participant's Annual Additions under this Plan and such other contracts or accounts would result in Excess Annual Additions for the Limitation Year, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated.
 5. If Excess Annual Additions were allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another contract or account, the Excess Annual Additions attributed to this Plan will be the product of,
 - i. the total Excess Annual Additions allocated as of such date, multiplied by
 - ii. the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other contracts and accounts.
 6. Any Excess Annual Additions allocated to a Participant under this Plan are included in a Participant's gross income and must be separately accounted for under Plan Section 7.02, and may be distributed pursuant to Treasury Regulation 1.403(b)-4(f).
- B.** If a Participant is considered to be in control of an employer for a Limitation Year (regardless of whether the employer controlled by the Participant is the Employer maintaining this Plan in which the Participant participates), the plans in which the Participant participates are treated as defined contribution plans maintained by both the controlled employer and the Participant for that Limitation Year. Accordingly, those plans are aggregated with all other defined contribution plans maintained by that employer. Further, in such case, the plans are aggregated with all other defined contribution plans maintained by the Participant or any other employer that is controlled by the Participant. A Participant is considered to be in control of an employer for a Limitation Year if, pursuant to Treasury Regulations 1.415(a)-1(f)(1) and (2), a plan maintained by that employer would have to be aggregated with a plan maintained by an employer that is 100% owned by the Participant. If contributions to this Plan are aggregated with a qualified plan of a controlled employer, this Plan and the qualified plan must satisfy the limitation of Code Section 415(c) both separately and on an aggregate basis. With respect to the Participant, that means that Subsection (A) above must be satisfied. For purposes of applying the separate limitations, compensation from a controlled employer other than the Employer purchasing the Funding Vehicles may not be aggregated with compensation from the Employer purchasing the Funding Vehicles. The following rules apply to such a Participant with respect to applying the limits on an aggregate basis:
1. The amount of Annual Additions which may be credited to the Participant's Individual Account for any Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under any other 403(b) annuity contract or custodial account which is deemed under Treasury Regulation 1.415(f)-1(f) to be maintained by the Participant and any qualified defined contribution plans maintained by such a controlled employer. If the Annual Additions with respect to the Participant under those other contracts or accounts and defined contribution plans are less than the Maximum Permissible Amount and the amounts that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions under all such contracts or accounts and defined contributions plans for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under the other contracts or accounts and defined contribution plans are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.
 2. Before determining the Participant's actual Includible Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Includible Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.
 3. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Includible Compensation for the Limitation Year.
 4. If, pursuant to Paragraph (3) above or as a result of a reasonable error in determining a Participant's Elective Deferrals or any other circumstance permitted under the rules promulgated by the IRS, a Participant's Annual Additions under this Plan and such other contracts or accounts would result in Excess Annual Additions for the Limitation Year, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated to this Plan.
 5. If Excess Annual Additions were allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another contract or account, the Excess Annual Additions attributed to this Plan will be the product of,
 - i. the total Excess Annual Additions allocated as of such date, multiplied by
 - ii. the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other contracts and accounts and defined contribution plans.

6. Any Excess Annual Additions allocated to a Participant under this Plan are included in a Participant's gross income and must be separately accounted for under Plan Section 7.02(B), and may be distributed pursuant to Treasury Regulation 1.403(b)-4(f).
- C. The Employee Plans Compliance Resolution System of the Internal Revenue Service or such other correction method allowed by statute, regulations, or regulatory authorities may be used to make corrections necessary because of a failure to comply with this Section.
- D. This provision shall be administered in accordance with Treasury Regulations issued under Code Section 415 and those regulations are incorporated into this Plan to the extent inconsistent with or not covered by the foregoing provisions.

SECTION FOUR: VESTING

All contributions made to a Participant's Individual Account under this Plan will be 100% Vested at all times.

SECTION FIVE: DISTRIBUTIONS

5.01 DISTRIBUTIONS

A. Eligibility for Distributions

1. Entitlement to Distribution – A Participant's Individual Account shall be distributable upon 1) the Participant's Severance from Employment, 2) the Participant becoming Disabled, 3) the Participant's attainment of age 59½, or 4) the death of the Participant. If a Participant who is entitled to a distribution is not legally competent to request or consent to a distribution, the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Participant, may request and accept a distribution of the Participant's Individual Account under this Plan Section 5.01(A). All distributions are subject to the applicable Individual Agreements.

Notwithstanding the prior provisions of this section, Elective Deferrals (but not income allocable to them) may also be distributed upon the existence of a hardship incurred by the Participant as described in Plan Section 5.01(C)(1), if elected in the Adoption Agreement.

For years beginning after 2005, if both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year and contributed to a Vendor, the Plan Administrator (or Vendor, as applicable), in a uniform and nondiscriminatory manner, may establish operational procedures, including ordering rules as permitted under the law and related regulations, which specify whether distributions, including corrective distributions of Excess Elective Deferrals or Excess Annual Additions, will consist of a Participant's Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination of both, to the extent such type of Elective Deferral was made for the year. The operational procedures may include an option for Participants to designate whether the distribution is being made from Pre-Tax or Roth Elective Deferrals. The operational procedures may be included in the Individual Agreement.

2. Special Requirements for Annuity Contracts and Custodial Accounts – Notwithstanding the provisions in Plan Section 5.01(A)(1) above, the portion of a Participant's Individual Account attributable to Elective Deferrals (including earnings thereon) in annuity contracts as of the close of the taxable year beginning before December 31, 1988, shall be distributable at any time, to the extent permitted in the Prior Plan, the annuity contract, and the Internal Revenue Code. Notwithstanding the foregoing, amounts transferred from a custodial account to an annuity contract must retain the more stringent withdrawal restrictions applicable under the custodial account and may not be distributable in accordance with this paragraph.
3. Distribution Exceptions. None of the prior provision of this Plan Section 5.01(A) shall prevent distribution in the case of correction of Excess Elective Deferrals (see Treasury Regulation 1.403(b)-4(f)) or plan termination (see Treasury Regulation 1.403(b)-10(a)).
4. Distribution Request: When Distributed – A Participant or Beneficiary entitled to distribution who wishes to receive a distribution must submit a request (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator (or Vendor, as applicable). If required in writing, such request shall be made upon a form provided or approved by the Plan Administrator (or Vendor, as applicable). Upon a valid request, the Plan Administrator (or Vendor, if applicable) shall direct that distribution commence as soon as administratively feasible after the request is received.

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

- ###### B. Distributions upon Severance from Employment
- The Participant must generally consent to any distribution of their Individual Account. The consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 415 for Excess Annual Additions that are not separately accounted for. In addition, upon termination of this Plan, the Participant's Individual Account may, without the Participant's consent, be distributed to the Participant or transferred to another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) within the same controlled group.

C. Distributions During Employment

1. Hardship Withdrawals – If elected in Adoption Agreement Section 5, Part A, and to the extent permitted by the Individual Agreements, distribution of Elective Deferrals (including any earnings credited to a Participant's account prior to 1989 plan years in accordance with Treasury Regulation 1.401(k)-1(d)(3)) may be made to a Participant in the event of hardship.

For purposes of this Plan Section 5.01(C)(1), hardship is defined as an immediate and heavy financial need of the Participant where such Participant lacks other available resources. Financial needs considered immediate and heavy include 1) expenses incurred or necessary for medical care, described in Code Section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's spouse, children or dependents, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Participant's deceased parent, Spouse, primary Beneficiary, child or dependent, and 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

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

- a. the Employee has obtained all distributions, other than hardship distributions, and all nontaxable loans available under all plans maintained by the Employer;
- b. the distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Employee only if all plans maintained by the Employer provide that the Employee's Elective Deferrals (and nondeductible employee contributions to a plan) will be suspended for six months.

2. Transfers from the Plan – Nothing in this Plan prohibits a Vendor from permitting a Participant to transfer the Participant's Individual Accounts to other eligible plans, provided such transfers are permitted in a uniform and nondiscriminatory manner. The vendor or plan administrator of the eligible plan accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. In addition, if a Participant is also a participant in a tax-qualified defined benefit governmental plan that provides for the acceptance of plan to plan transfers, then transfers to such defined benefit plan may be made as permitted by Treasury Regulation 1.403(b)-10(b)(4) (and the Individual Agreements) in order to purchase permissive service credit.

D. Miscellaneous Distribution Issues

1. Distribution of Rollover and Transfer Contributions – The following rules shall apply with respect to entitlement to distribution of rollover and transfer contributions.
 - a. *Entitlement to Distribution* – Rollover contributions and earnings thereon may be distributed at any time upon request to the extent permitted by the Individual Agreements.

To the extent any amount transferred to the Plan is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 1.403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan.
 - b. *Direct Rollovers of Eligible Rollover Distributions* – Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Recipient's election under this Plan Section 5.01(D), a Recipient may elect, at the time and in the manner prescribed by the Plan Administrator (or Vendor, as applicable), to have any portion of an Eligible Rollover Distribution that is equal to at least \$500 (or such lesser amount if the Plan Administrator (or Vendor, as applicable) permits in a uniform and nondiscriminatory manner) paid directly to an Eligible Retirement Plan specified by the Recipient in a Direct Rollover. Subject to the provisions of an applicable Individual Agreement, a Beneficiary may directly roll over his or her portion of the Individual Account to an inherited individual retirement arrangement (under Code Sections 408 or 408A). Such Direct Rollovers must otherwise qualify as an Eligible Rollover Distribution.
2. Qualified Reservist Distributions – To the extent permitted by the Individual Agreements, Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a Participant if 1) such distribution is made from Elective Deferrals, 2) such Participant was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and 3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period. The Participant must have been ordered or called to active duty after September 11, 2001. Unless otherwise specified on Schedule C, Special Effective Dates, this Plan Section applies to distributions after September 11, 2001.

5.02 FORM OF DISTRIBUTION TO A PARTICIPANT

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

5.03 DISTRIBUTIONS UPON THE DEATH OF A PARTICIPANT

- A. **Designation of Beneficiary** – Each Participant (or the Participant's surviving Spouse) may designate, upon a form provided by or approved by and delivered to an applicable Plan Administrator (or Vendor, as applicable), one or more primary and contingent Beneficiaries to receive all or a specified portion of the Participant's Individual Account in the event of their death. A Participant may change or revoke such Beneficiary designation by completing and delivering the proper form to the Plan Administrator (or Vendor, as

applicable). If the Participant designates a Spouse Beneficiary and the individual later ceases to be a Spouse, such designation of the individual who becomes an ex-Spouse (other than by death) will be deemed void and the ex-Spouse shall have no rights as a Beneficiary unless redesignated as a Beneficiary by the Participant subsequent to becoming an ex-Spouse.

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

- B. Payment to Beneficiary** – Subject to the Individual Agreements, if a Participant dies before the Participant's entire Individual Account has been paid to them, such deceased Participant's Individual Account shall be payable to any surviving Beneficiary designated by the Participant, or, if no Beneficiary survives the Participant, 50% to the Participant's Spouse and 50% to the Participant's estate or, where no Spouse exists, to the Participant's estate, unless otherwise set forth in the Individual Agreement. If the Beneficiary is a minor, distribution will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to their legal guardian or, if applicable, to their custodian under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act. If a Beneficiary is not a minor but is not legally competent to request or consent to a distribution, distributions will be deemed to have been made to such Beneficiary if the portion of the Participant's Individual Account to which the Beneficiary is entitled is paid to the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Beneficiary.
- C. Written Request: When Distributed** – A Beneficiary of a deceased Participant entitled to a distribution who wishes to receive a distribution must submit a written request (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator (or Vendor, as applicable). If required in writing, such request shall be made on a form provided by or approved by the Plan Administrator (or Vendor, as applicable). Upon a valid request, the Plan Administrator (or Vendor, if applicable) shall direct that distribution commence as soon as administratively feasible after the request is received.

5.04 FORM OF DISTRIBUTION TO BENEFICIARIES

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

The value of the Participant's Vested Individual Account for purposes of this paragraph shall be determined by including rollover contributions (and earnings allocable thereto) within the meaning of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16).

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

5.05 REQUIRED MINIMUM DISTRIBUTION REQUIREMENTS

A. General Rules

1. The requirements of this Section 5.05 shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Plan Section 5.05 apply to calendar years beginning after December 31, 2002.
2. All distributions required under this Plan Section 5.05 shall be determined and made in accordance with Treasury Regulation 1.401(a)(9), including the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G).
3. Limits on Distribution Periods – As of the first Distribution Calendar Year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods (or a combination thereof):
 - a. the life of the Participant,
 - b. the joint lives of the Participant and a designated Beneficiary,
 - c. a period certain not extending beyond the Life Expectancy of the Participant, or
 - d. a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
4. Nothing in this Plan shall prohibit or otherwise limit a Participant's option to apply the aggregation rules for purposes of satisfying their required minimum distribution as described in Treasury Regulations 1.408-8 and 1.403(b)-6(e).

B. Time and Manner of Distribution

1. Required Beginning Date – The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. However, the undistributed portion of a Participant's Individual Account valued as of December 31, 1986, exclusive of subsequent earnings, shall not be subject to required minimum distributions under Code Section 401(a)(9) but must be distributed in accordance with the incidental benefit requirements of Treasury Regulation 1.401-1(b)(1)(i) (generally the later of age 75 or separation from service) if such amounts are accounted for separately. If, in any year, a Participant withdraws an amount greater than the required minimum, such additional amounts will be considered to be distributed from the pre-1987 balance.

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

Participants or Beneficiaries may elect on an individual basis whether the five-year rule or the life expectancy rule in Plan Section 5.05(D) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin in Plan Section 5.05(B), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions will be made in accordance with Plan Sections 5.05(B) and 5.05(D) and, if applicable, the election in a separate good-faith amendment.

2. **Forms of Distribution** – Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Plan Sections 5.05(C) and 5.05(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the related Treasury Regulations.

C. Required Minimum Distributions During Participant's Lifetime

1. **Amount of Required Minimum Distribution for Each Distribution Calendar Year** – During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of
 - a. the quotient obtained by dividing the Participant's Benefit by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
 - b. if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Benefit by the number in the Joint and Last Survivor Table set forth in Treasury Regulation 1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.
2. **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death** – Required minimum distributions will be determined under this Plan Section 5.05(C) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

D. Required Minimum Distributions After Participant's Death

1. **Death On or After Date Distributions Begin**
 - a. ***Participant Survived by Designated Beneficiary*** – If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Benefit by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
 - i. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - ii. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
 - iii. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - b. ***No Designated Beneficiary*** – If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Benefit by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

2. Death Before Date Distributions Begin

- a. *Participant Survived by Designated Beneficiary* – If the Participant dies before the date distributions are required to begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Benefit by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Plan Section 5.05(D)(1).
 - i. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement (or in a separate good-faith amendment, if applicable), distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - ii. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement (or in a separate good-faith amendment, if applicable), distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - iii. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse are required to begin, this Plan Section 5.05(D)(2), other than Plan Section 5.05(D)(2)(a), will apply as if the surviving Spouse were the Participant.
- b. *No Designated Beneficiary* – If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

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

E. Transition Rules – For plans in existence before 2003, required minimum distributions before 2003 were made pursuant to Plan Sections 5.05(E)(1) through 5.05(E)(3) below, unless provided otherwise in an attachment to the Adoption Agreement:

1. 2000 and Before – Required minimum distributions for calendar years after 1984 and before 2001 were made in accordance with Code Section 401(a)(9) and the Proposed Treasury Regulations thereunder published in the Federal Register on July 27, 1987 (the "1987 Proposed Regulations").
2. 2001 – Required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and Proposed Treasury Regulation 1.401(a)(9) as published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations") unless a prior good-faith amendment was adopted that stated that the required minimum distributions for 2001 were made pursuant to the 1987 Proposed Regulations. If distributions were made in 2001 under the 1987 Proposed Regulations before the date in 2001 that the Plan began operating under the 2001 Proposed Regulations, the special transition rule in Announcement 2001-82, 2001-2 C.B. 123, applied.
3. 2002 – Required minimum distributions for calendar year 2002 were made in accordance with Code Section 401(a)(9) and the 2001 Proposed Regulations unless the prior good-faith amendment, if applicable, provided either a. or b. below applies.
 - a. Required minimum distributions for 2002 were made pursuant to the 1987 Proposed Regulations.
 - b. Required minimum distributions for 2002 were made pursuant to the Final and Temporary Treasury Regulations under Code Section 401(a)(9) published in the Federal Register on April 17, 2002 (the "2002 Final and Temporary Regulations") which are described in Plan Sections 5.05(E)(1) through 5.05(E)(3). If distributions were made in 2002 under either the 1987 Proposed Regulations or the 2001 Proposed Regulations before the date in 2002 that the Plan began operating under the 2002 Final and Temporary Regulations, the special transition rule in Section 1.2 of the model amendment in Revenue Procedure 2002-29, 2002-22 C.B. 1176, applied.

5.06 ANNUITY CONTRACTS

Any annuity contract distributed under the Plan must be nontransferable. The terms of any annuity contract purchased and distributed by the Plan to a Participant or Spouse shall comply with the requirements of the Plan. Notwithstanding any provision of the Plan to the contrary, the availability of any form of distribution is subject to the terms of the Vendor's annuity contracts available under this Plan.

5.07 DISTRIBUTIONS IN-KIND

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

5.08 PROCEDURE FOR MISSING PARTICIPANTS OR BENEFICIARIES

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

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

In the event the Plan is terminated, payments must be made in a manner that protects the benefit rights of a Participant or Beneficiary. Benefit rights shall be deemed to be protected if the amount in a Participant's or Beneficiary's Individual Account is placed into an individual retirement account, used to purchase an annuity contract, or transferred to another 403(b) plan. Benefit rights need not, however, be protected if an Individual Account becomes subject to state escheat laws or if a payment is made to satisfy Code Section 401(a)(9), or if such other process is followed that is consistent with applicable statutory or regulatory guidance.

5.09 CLAIMS PROCEDURES

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

5.10 DISTRIBUTION OF EXCESS ELECTIVE DEFERRALS

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

Notwithstanding any other provision of the Plan, Excess Elective Deferrals, plus any income and minus any loss allocable thereto, shall be distributed no later than April 15th to any Participant to whose Individual Account Excess Elective Deferrals were assigned for the preceding year and who claims Excess Elective Deferrals for such taxable year except to the extent such Excess Elective Deferrals were classified as Catch-up Contributions. For years beginning after 2005, the Plan Administrator (or Vendor, as applicable), in a uniform and nondiscriminatory manner, will determine whether the distribution of Excess Elective Deferrals for a year will be made first from the Participant's Pre-Tax Elective Deferral account or the Roth Elective Deferral account, or a combination of both, to the extent both Pre-Tax Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow Participants to specify otherwise.

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

5.11 LOANS TO PARTICIPANTS

If elected in Adoption Agreement Section 5, Part B, a Participant may receive a loan from the Funding Vehicles authorized by the Employer for use under the Plan, subject to the following rules, the Individual Agreements, if applicable, and the Plan's loan policy.

- A.** Loans shall be made available to all Participants on a reasonably equivalent basis.
- B.** Loans shall not be made available to highly compensated employees described in Code Section 414(q) in an amount greater than the amount made available to other Employees.
- C.** Loans must be adequately secured and bear a reasonable interest rate.
- D.** No Participant loan shall exceed the Present Value of the Participant's Individual Account.
- E.** In the event of default, foreclosure on the Participant's account balance in an annuity authorized by the Employer for use in the Plan, if applicable, or the note and attachment of security, if applicable, will not occur until a distributable event occurs in the Plan.

- F. Loan repayments will be suspended under the Plan as permitted under Code Section 414(u)(4) (USERRA).
- G. For years beginning after 2005, if the Participant's Individual Account contains both Pre-Tax Elective Deferrals and Roth Elective Deferrals, the specific rules governing the loan program and the Individual Agreements, if applicable, may also designate the extent to which Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination of both will 1) be used to calculate the maximum amount available for a loan, or 2) be available as a source from which loan proceeds may be taken or which may be used as security for a loan. To the extent permitted by law and related regulations, the rules established by the Vendor and the Individual Agreements may specify the ordering rules to be applied in the event of a defaulted loan.

Notwithstanding any other provisions of this Plan, the portion of the Participant's Individual Account used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Individual Account payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

To avoid taxation to the Participant, unless otherwise permitted by law or regulatory guidance, no loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of 1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or 2) 50 percent of the present value of the Individual Account of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and other Related Employers must be aggregated. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which, within a reasonable time (determined at the time the loan is made), will be used as the principal residence of the Participant. Notwithstanding the foregoing, a Participant will suspend their loan repayments under this Plan as permitted under Code Section 414(u)(4). An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

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

5.12 HURRICANE RELIEF

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

SECTION SIX: DEFINITIONS

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

SECTION SEVEN: MISCELLANEOUS

7.01 VENDORS, FUNDING VEHICLES AND INDIVIDUAL AGREEMENTS

A. In General

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

The Plan Administrator (or Employer, as applicable) will also identify the Funding Vehicles that each Vendor may offer under the Plan. The Vendor may be permitted to offer one or more Funding Vehicles. As indicated in the definition of Funding Vehicle, the Funding Vehicles offered by a Vendor may be either annuity contracts or custodial accounts, or both.

Each Funding Vehicle offered by a Vendor may provide a range of investment options. The Plan Administrator (or Employer, as applicable) shall determine the investment options that will be available under a Funding Vehicle. The Plan Administrator (or Employer, as applicable) may alter the investment options available under a Funding Vehicle subject to the Individual Agreement. Participants must be notified of any alterations to investment options available under the Funding Vehicles.

A Participant may select the investment options and/or Funding Vehicles of one or more Vendors to receive contributions under the Plan made on their behalf and may change the Vendor or Vendors who are to receive those contributions, but only pursuant to rules established by and agreed to by the affected Vendors. Each Participant shall complete an application form or use another method of application made available by the Vendor or Vendors in order for one or more Funding Vehicles to be issued or utilized on their behalf under the Plan. Each Participant may also choose among Funding Vehicles and/or investment options offered by a Vendor for purposes of making investments of amounts held by the Vendor on behalf of the Participant, but only pursuant to rules specified by the Vendors.

The Adopting Employer may, for the benefit of Participants and Beneficiaries, change the Vendors or Funding Vehicles available pursuant to the Plan for future allocations to the extent permitted by the Individual Agreements. The Adopting Employer must notify affected Participants regarding any such change.

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

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

B. Investment of Contributions

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

C. Allocation Among Vendors

A Participant may elect to allocate the Plan Contributions made for the Participant among the investment options which are available under the Funding Vehicles. The Plan Administrator (or Vendor, as applicable) may permit, in a uniform and nondiscriminatory manner, a Beneficiary of a deceased Participant or the Alternate Payee under a Qualified Domestic Relations Order to individually direct investments in accordance with this Plan Section 7, Part C.

Each separate Funding Vehicle shall be charged or credited (as appropriate) with the earnings, gains, losses, or expenses attributable to such separate Funding Vehicle.

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

If the Employer elects in Adoption Agreement Section 7, Part A to permit transfers among Vendors eligible to accept new Plan Contributions, Participants or Beneficiaries may change the investment of their Individual Account among the Funding Vehicles issued by Vendors authorized under the Plan provided that (i) such Vendor may accept new Plan Contributions, (ii) such transfers are permissible under the restrictions of the relevant Individual Agreements, and (iii) such transfers are consistent with any procedures and rules which may be established by the Plan Administrator (or Vendor, as applicable), including any rules or procedures with respect to sharing of information necessary for plan compliance under the Code and Treasury Regulations thereunder.

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

If the Employer elects in Adoption Agreement Section 7, Part A to permit transfers among both Vendors which are eligible to accept new Plan Contributions and Vendors which are not permitted to accept new Plan Contributions, Participants or Beneficiaries may transfer any portion of their Individual Account among the investment options under the Funding Vehicles of the eligible Vendors or another Funding Vehicle of a Vendor not eligible to accept Plan Contributions provided that (i) such transfers are permissible under the restrictions of the relevant Individual Agreement, and (ii) such transfers are consistent with any procedures and rules which may be established by the Plan Administrator and the Vendors. In addition, the following conditions must be satisfied:

1. The Participant or Beneficiary must have a balance in their Individual Account immediately after the exchange that is at least equal to the balance in their Individual Account immediately before the exchange,
2. The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the Individual Agreements being exchanged,
3. The Employer and any Vendor not eligible to receive contributions under the Plan enter into an agreement under which the Employer and the Vendor agree to share information as may be necessary to ensure that the Funding Vehicle issued by the Vendor will satisfy Section 403(b) of the Code ("information sharing agreement"), and
4. If any Vendor authorized to accept contributions under the Plan ceases to be eligible to receive contributions under the Plan after December 31, 2008, the Employer will enter into an information sharing agreement with the Vendor to the extent another agreement with the Vendor does not provide for the exchange of information, as required by the Code and Treasury Regulations thereunder.

7.02 VALUATION AND INDIVIDUAL ACCOUNTS

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

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

1. a subaccount to reflect a Participant's rollover contributions;
2. a subaccount to reflect a Participant's transfer contributions;
3. a subaccount to reflect a Participant's Pre-Tax Elective Deferrals;

4. a subaccount to reflect a Participant's Roth Elective Deferrals;
5. a subaccount to reflect a Participant's pre-1987 contributions exempt from the distribution rules described in Code Section 401(a)(9); and
6. a subaccount to reflect a Participant's pre-1989 Elective Deferrals in an annuity contract.

The Plan Administrator (or Vendor, as applicable) may establish additional accounts as it may deem necessary for the proper administration of the Plan. Also, separate accounts will be established whenever specified in the Plan or required by regulations under Code Section 403(b), including for Excess Annual Additions.

7.03 ASSIGNMENT OF POWERS AND DUTIES

The powers and duties required under this Plan are dependent upon the role each entity has in the administration of the Plan, as those entities are defined in this Basic Plan Document and are further described below.

- A. **Powers and Duties of the Employer (or Vendor, as applicable)** – The Employer (or Vendor, as applicable) shall perform ministerial and administrative functions that are allocated to it under the terms of the Plan (or Individual Agreements, as applicable) or otherwise necessary for operation of the Plan. As described in the Employer Information section of the Adoption Agreement, to the extent the Employer is a 501(c)(3) organization, the Plan is designed to comply with a safe harbor described in Labor Regulation 2510.3-2(f) as clarified by Employee Benefits Security Administration Field Assistance Bulletin 2007-02 (and additional related Department of Labor guidance), and to therefore not be covered by ERISA. Accordingly, the Employer's activities with respect to the Plan shall be limited as provided in such guidance.
- B. **Powers and Duties of the Plan Administrator** – The Plan Administrator will be the party assuming the plan administration responsibilities as assigned under the agreement between the Plan Administrator and the Employer. To the extent there is no such agreement, the Employer will serve as Plan Administrator. However, to the extent the Employer serves as Plan Administrator, the Employer will limit its duties in accordance with the safe harbor described in Labor Regulation 2510.3-2(f) as clarified by the Employee Benefits Security Administration Field Assistance Bulletin (FAB) 2007-02 (and additional related Department of Labor guidance).

7.04 EXPENSES AND COMPENSATION

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

7.05 INFORMATION FROM EMPLOYER

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

7.06 PLAN AMENDMENTS

- A. **Right of Adopting Employer to Amend the Plan** – The Adopting Employer reserves the right to replace the Plan in its entirety by adopting another retirement plan which the Adopting Employer designates as a replacement plan or to amend the Plan by changing options previously selected in the Adoption Agreement.
- B. **Limitation On Power To Amend** – No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accumulated benefit. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Individual Account with respect to benefits attributable to service before the amendment shall be treated as reducing an accumulated benefit.

7.07 PLAN MERGER OR CONSOLIDATION

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

7.08 METHOD AND PROCEDURE FOR TERMINATION

The Plan may be terminated by the Adopting Employer at any time by appropriate action of its managing body. Such termination shall be effective on the date specified by the Adopting Employer. Written notice of the termination and effective date thereof shall be given to the Vendors, Plan Administrator, and the Participants and Beneficiaries of deceased Participants. Until all of the Plan assets (including annuity contracts, if applicable) have been distributed, the Adopting Employer must keep the Plan in compliance with current laws and regulations by making appropriate amendments to the Plan and by taking such other measures as may be required. In order for the Plan to be terminated, all Individual Accounts under the Plan must be distributed to all Participants and Beneficiaries as soon as administratively practicable after termination of the Plan.

Upon termination of the Plan, the balance of the Individual Accounts of each Participant will be distributed in a lump sum or by delivery of a fully paid annuity contract. Distribution is permitted only if the Employer and the Related Employers do not make contributions to any Funding Vehicles that are not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the Plan. An exception to that requirement may apply as described in Treasury Regulation 1.403(b)-10(a).

7.09 CONTINUANCE OF PLAN BY SUCCESSOR EMPLOYER

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

7.10 STATE COMMUNITY PROPERTY LAWS

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

7.11 HEADINGS

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

7.12 GENDER AND NUMBER

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

7.13 STANDARD OF FIDUCIARY CONDUCT

Any fiduciary under this Plan shall discharge their duties with respect to this Plan solely in the interests of Participants and their Beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

7.14 GENERAL UNDERTAKING OF ALL PARTIES

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

7.15 AGREEMENT BINDS HEIRS, ETC.

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

7.16 INALIENABILITY OF BENEFITS

No benefit or interest available under the Plan will be subject to assignment or alienation, either voluntarily or involuntarily

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

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

Notwithstanding any provision of the Plan to the contrary, a distribution to an Alternate Payee under a Qualified Domestic Relations Order shall be permitted even if the Participant affected by such order is not otherwise entitled to a distribution, and even if such Participant has not attained the earliest retirement age as defined in Code Section 414(p).

7.17 DISPUTES

In the case of a dispute between a Participant, Beneficiary, Alternate Payee or other person claiming a right or entitlement pursuant to the Plan and the Employer, the Plan Administrator, the Vendor, or other person relating to or arising from the Plan, the United States District Court for the state in which the Employer is domiciled will apply for purposes of resolving such dispute.

SECTION EIGHT: EMPLOYER SIGNATURE

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