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ADOPTION AGREEMENT FOR THE FIRST FINANCIAL ADMINISTRATORS, INC. VOLUME SUBMITTER 403(b) PLAN DOCUMENT GENERAL

Employer hereby establishes, amends, or restates a 403(b) plan by adopting the First Financial Administrators Volume Submitter 403(b) Plan Document (AFPlanServ Volume Submitter 403(b) Plan Document prepared for First Financial Administrators, Inc.) (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document. Failure to complete the Adoption Agreement, and follow the rules as stated in this agreement, may result in the loss of favorable tax treatment for the Plan. This Adoption Agreement can only be used in conjunction with the First Financial Administrators Volume Submitter 403(b) Plan Document. Regulation changes may occasionally require amendments be made to the adopting Employer's Plan documents. First Financial Administrators, Inc. will provide notice to the Plan Sponsor (Employer) of any changes and will update the plan documentation as needed.

This document is intended for use exclusively for 403(b) plans maintained by Public Schools, as defined in the Plan. This document may not be used for 403(b) plans maintained by 501(c)(3) organizations, churches, or qualified church-controlled organizations.

EMPLOYER INFORMATION

Name of Employer: Coppell ISD

Federal Tax ID: 75-6005403

Employer's Address: 1303 Wrangler Circle , Coppell, TX 75019

Type of Organization: Public School

- ☐ Employer also includes the Related Employers identified below that are Eligible Employers within the meaning of Treasury Regulations Section 1.403(b)-2(b)(8)(i), Public Schools of a State.

PLAN INFORMATION

Name of Plan: **Coppell ISD** 403(b) Plan.

Effective Date *(must be on or after January 1, 2009, and cannot be earlier than the inception of the Plan.)*

- ☐ This Adoption Agreement establishes a Plan effective as of _____ (the "Effective Date") and is the first 403(b) plan established by the Employer.
- ☑ This Adoption Agreement amends and restates a previously established 403(b) plan of the Employer. The effective date of this amended Plan is 03/31/2020 (the "Effective Date").

Entry Dates - The Entry Date for participation shall be *(applies to Elective Deferrals, Roth Deferrals, and Employer Contributions, if applicable, as indicated below).* (Select one of the Entry Dates below.)

- ☑ Any day during the plan year, or
- ☐ The first day of the _____ (enter week, payroll period, or month),

occurring on or after the latest of the date that the Employee becomes a member of an eligible class of employees or properly completes an Elective Deferral election in form and manner satisfactory to the Administrator. An Employee shall participate in Employer Contributions (if applicable) effective on the first Entry Date occurring on or after the Employee satisfies the age and service requirements selected in the Employer Contributions section of this Adoption Agreement.

Plan Year

Option 1: ☑ Calendar Year (January 1 through December 31)

Option 2: ☐ The 12-consecutive month period commencing on _____ and each anniversary thereafter. If no option is selected, Option 1 shall be deemed to be selected.

Elective Deferral Eligibility - Except as otherwise selected below, all Employees are immediately eligible to make Elective Deferral contributions under the Plan, which will be effective on the Entry Date indicated above or as soon as administratively feasible thereafter.

The plan shall not include:

- ☐ Employees who are eligible under another section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
- ☐ Employees who are eligible under a section 457(b) eligible governmental plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
- ☐ Employees who are eligible to make a cash or deferred election (as defined at section 1.401(k)-1(a)(3) of the Treasury Regulations) under a section 401(k) plan of the employer.
- ☐ Employees who are students performing services described in section 3121(b)(10) of the Internal Revenue Code.
- ☐ Employees who normally work fewer than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined in section 1.16 (Hour of Service) of the 403(b) Plan document) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. (The inclusion of all common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(A)(ii).)
- ☐ Employees who are non-resident aliens described in section 410(b)(3)(C) of the Internal Revenue Code.

CONTRIBUTIONS

Limits on Elective Deferrals

The maximum amount of Elective Deferrals (per calendar year) shall not exceed the applicable dollar amount established under IRC Section 402(g)(1)(B), and adjusted for cost-of-living to the extent provided for under Section 402(g)(4) for periods after the 2014 tax year.

The **minimum** annual deferral amount will be $ 200 (the amount indicated can be no more than $200).

Elective Deferrals Special Effective Date: _____ *(may be left blank if effective date for Elective Deferrals is the same as the Plan or Restatement Effective Date; may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan, or January 1, 2009, whichever is later).*

15 Years of Service Catch-Up Contributions

- ☐ The Plan will permit the Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service to increase their Elective Deferral limitation.

  If not checked, 15 Years of Service Catch-Up Contributions are NOT permitted.

Employer Contributions *(if any)* — see sections 4.3 and 4.4 of the Plan Document for additional details regarding Employer Contributions, and the Employer Contributions Section beginning on page 5 of this Adoption Agreement for any age or service requirements which must be satisfied for a Participant to receive an allocation of Employer Contributions.

❑ Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, the terms of which are incorporated by reference and made a part of the plan, or as may be determined from year to year by the Employer. Permitted Employer Contribution types, age and service participation requirements, and other requirements and/or restrictions are indicated on the attached Employer Contributions section of the Adoption Agreement.

If not checked, Employer Contributions are NOT permitted.

Roth Employee Contributions

☑ Roth 403(b) Contributions to the Plan are permitted.

If not checked, Roth 403(b) Contributions are NOT permitted under the Plan.

OTHER TRANSACTIONS

Exchanges Within the Plan

☑ The Plan will permit Participants to make Exchanges to those organizations listed on Appendix I.

If not checked, Exchanges within the Plan are NOT permitted.

Transfers Into the Plan

☑ The Plan will accept Transfers from another employer's 403(b) plan.

If not checked, Transfers WILL NOT be accepted.

Transfers From the Plan

☑ The Plan will permit Transfers from the Plan to another employer's 403(b) plan.

If not checked, Transfers will NOT be permitted to another 403(b) plan.

Rollovers Into the Plan

The Plan will accept a direct rollover of an eligible rollover distribution from the following types of retirement plans. Rollovers of after-tax contributions will not be accepted unless otherwise indicated. (Check each that applies or none.)

If no option is selected below, then rollovers will NOT be allowed.

☑ An annuity contract described in section 403(b) of the Internal Revenue Code,

  ☑ including after-tax contributions.

☑ An eligible governmental plan under section 457(b) of the Code which is maintained by a State.

☑ An individual retirement account or annuity (IRA) described in section 408(a) or 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income.

☑ Direct rollovers from other Roth 403(b) or Roth 401(k) plans are accepted into the Plan.

Not applicable if Roth Contributions are not permitted to the Plan.

☑ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code,

  ☑ including after-tax contributions.

Financial Hardship Distributions — for Elective Deferrals.

☑ Hardship distributions are available under the Plan.

If not checked, Hardship Distributions ARE NOT permitted.

Loans

☑ Loans are available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Investment Arrangement(s).

If not checked, Loans ARE NOT permitted from the Plan, and the Loans option in the Employer Contributions Section may not be checked.

If checked, and Employer also makes Employer contributions as designated in the Employer Contributions Section, loans are permitted from Elective Deferrals and Roth Deferrals ONLY unless the Loans option for Employer Contributions is also checked on page 7.

Investment Arrangement. For Elective Deferrals and Roth Deferrals only, Participants may select either an Annuity Contract or a Custodial Account offered by an approved Vendor identified in Appendix I. If the Employer also provides Non-Elective or Matching Contributions to the Plan, the Employer may permit the Non-Elective and Matching contributions to be invested in either an Annuity Contract or a Custodial Account or both by making the appropriate selection in the Employer Contributions section (if applicable) on page 7 of the Adoption Agreement.

PLAN ADMINISTRATION

Plan Administration

The Employer, as Plan Administrator, has named First Financial Administrators, Inc. to provide certain administrative services for the Plan.

VOLUME SUBMITTER PRACTITIONER

The name, address, telephone number, and e-mail address of the volume submitter practitioner to whom adopting employers may direct inquiries regarding the adoption of the plan, the meaning of plan provisions, or the effect of the advisory letter is:

First Financial Administrators, Inc.
Attn: Retirement Services
Po Box 670329
Houston, TX 77267

1-800-523-8422
Retirement@ffga.com

EMPLOYER CONTRIBUTIONS

This section of the Adoption Agreement applies to Elective Deferrals and Roth Deferrals only. If Employer wishes to make Non-Elective or Matching Contributions to the Plan as well, the Employer Contributions section on pages 5 - 8, which when completed is incorporated as part of the Adoption Agreement, must be completed. Elections in the Employer Contributions section apply only to the Non-Elective and/or Matching Contributions. If the Employer Contributions section is completed, Employer's signature below also signifies adoption of the provisions contained in that Section.

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible educational organization as defined in Section 170(b)(1)(A)(ii) of the Code or a governmental unit as defined in Section 170(b)(1)(A)(v) of the Code and the Plan is a governmental plan as defined in Section 414(d) of the Code and ERISA §3(32), 29. U.S.C.A. §1002(32).

EMPLOYER

By: _____

Print Name of Signer: Diana Sircar

Title: _____

Dated: _____

ADOPTION AGREEMENT FOR FIRST FINANCIAL ADMINISTRATORS, INC.
403(b) VOLUME SUBMITTER PLAN DOCUMENT
EMPLOYER CONTRIBUTIONS

Employer Name: Coppell ISD **State TX**

Employer hereby makes available to its employees a 403(b) Plan that provides for employer contributions in accordance with applicable employment agreements and/or collective bargaining agreements, and agrees that the following provisions shall govern all employer contributions and any earnings attributable to the employer contributions made to the Plan. The following Plan rules are applicable to Employer (Non-elective) contributions only.

Type and Allocation of Employer Contributions

- ❑ **Employer Non-elective Contributions**
  - ❑ **Contribution Formula**
    - ❑ **Discretionary Non-elective Contributions**. Discretionary contribution, to be determined by the Employer in accordance with Section 4.3 of the Plan. Discretionary Non-elective Contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the Compensation of all Participants to whom Non-elective Contributions are allocated.
    - ❑ **Fixed Non-elective Contributions**. Fixed contribution equal to_____% of Compensation of each Participant eligible to share in allocations.
    - ❑ **Other** (describe):_____.

      Note: the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it will not satisfy this requirement.
  - ❑ **Former Employees**. If elected, Former Employees will share in the Non-elective Contributions made by the Employer for a Plan Year. In any event, no contribution will be made after the end of the Participant's fifth taxable year after the year in which he terminated employment. *See* Plan Section 4.5. ***If this option is not selected, Participants will not share in Employer Non-elective Contributions after the Plan Year in which their employment terminates, and Non-elective Contributions will be allocated based only on Compensation earned prior to the Severance from Employment.***
  - ❑ **Disabled Employees.** If elected, Employees who are permanently and totally disabled (as defined in Code §22(e)(3)) will continue to share in the Non-elective Contributions made by the Employer for a Plan Year for (*See* Plan Section 4.5):
    - ❑ A fixed period of_____years, or
    - ❑ A period to be determined by the Employer, which shall be determined on a uniform and non-discriminatory basis for all Participants.
- ❑ **Matching Contributions**
  - ❑ Matching Contribution Formula as follows (select 1. or 2. below):
    - ❑ **Discretionary**. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.
    - ❑ **Fixed - uniform rate/amount**. The employer will make matching contributions equal to_____% (e.g., 50) of the Participant's Elective Deferrals
  - ❑ **Matching limit on Elective Deferrals**. In determining the Employer matching contribution above, only the following will be matched. (Leave blank if not applicable.)
    - ❑ The percentage or dollar amount specified below (select one or both):
      - ❑ _____% of a Participant's Compensation.

- ❑ $_____.

- ❑ A discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.

❑ **Maximum matching contribution**. The matching contribution made on behalf of any Participant for any Plan Year will not exceed (leave blank if no limit on matching contributions)

- ❑ $_____.

- ❑ _____% of a Participant's Compensation.

Eligibility

- ❑ All employees shall be eligible to receive 403(b) Employer contributions except as listed below (if no exclusions are listed, all employees will be eligible).

_____

_____

_____

- ❑ Other — If Employer contributions are limited to a small class of employees, then list who is eligible to receive 403(b) Employer contributions (attach any corresponding agreement that defines who is eligible to receive 403(b) Employer contributions).

_____

_____

_____

Age Requirement

- ❑ An Employee will be eligible to receive Employer contributions after attaining age_____. (May not be more than 21 years of age). ***If not checked, there will be no age requirement.***

Years of Eligibility

- ❑ Participants are eligible to receive Employer contributions after completing Year(s) of Service (the Years of Service required may not be more than Years of Service). ***If not checked, there will be no Years of Service requirement.***

Entry Date. Employer Non-elective Contributions and Matching Contributions will be effective on the first Entry Date occurring on or after the Employee has satisfied any applicable Age and Service conditions indicated above, or as soon as administratively feasible thereafter.

Vesting Schedule. The Vesting schedule selected below will apply only to Employer Matching Contributions and Employer Non-elective Contributions made on behalf of a Participant.

❑ Graded Vesting Schedule

Years of Service	Vested Percentage
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

❑ Cliff Vesting Schedule

Years of Service	Vested Percentage
1	0%
2	0%
3	100%

❑ Other — Please attach vesting schedule. *Schedule must be at least as liberal as a 15-year cliff vesting schedule or a 5 to 20 year graded vesting schedule in each year, without switching between the schedules.*

If no option is selected, all eligible employees will be 100% vested upon becoming eligible to participate in the Plan. Regardless of the option selected above, all Participants will be 100% vested immediately in the portion of their Accounts attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions.

Investment Arrangement for Employer Contributions only:

❑ Annuity Contract offered by an approved Vendor identified in Appendix I.

❑ Custodial Account offered by an approved Vendor identified in Appendix I.

Loans

❑ Loans ***will be*** available under the Plan from vested Employer contributions, subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).

If not checked, Loans ARE NOT permitted from vested Employer contributions. You may select this option ONLY if you have also selected the Loans option in the General section on page 4.

Distribution Restrictions - (Employer contributions only)

❑ **Custodial Account.** Employer contributions held in a Custodial Account may be distributed upon the occurrence of any of the following events (select those which apply):

❑ Retirement or severance from employment.

❑ Death.

❑ Disability.

❑ Attainment of age_____. (Must not be earlier than age 59½.)

❑ **Annuity Contract.** Employer contributions held in an Annuity Contract may be distributed upon the occurrence of any of the following events (select those which apply):

❑ Retirement or severance from employment.

❑ Disability.

❑ Death.

❑ Completion of_____Years of Service.

❑ Attainment of age_____. (May be earlier than age 59½.)

Forms of Distribution. Elect one or more of the following options for Custodial Accounts:

❑ Single lump sum.

❑ Partial lump sum.

❑ Installments.

❑ Other form permitted under the terms of the applicable Custodial Agreement as selected by the Participant.

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APPENDIX I

EFFECTIVE DATE: _____

"PLAN NAME" 403(b) PLAN

ALLOCATION OF PLAN ADMINISTRATIVE FUNCTIONS

Below are the various administrative functions necessary to operate the plan and the party responsible for carrying out that function, including the discretionary authority to make determinations with respect to that function. See Section 2.1.B. of the Plan.

DESCRIPTION OF ADMINISTRATIVE FUNCTION	PARTY RESPONSIBLE
Determine whether an employee is eligible to participate in the Plan	Administrator
Determine that the requirements of the Plan and section 403(b) of the Internal Revenue Code are properly applied, including whether the Employer is a member of a controlled group	Administrator
Determine the status of domestic relations orders or qualified domestic relations orders.	Administrator
Providing notice of the plan to employees and enrolling eligible employees	Administrator
Determine whether contributions comply with the applicable requirements and limitations	FFA
Determine whether hardship withdrawals and loans comply with applicable requirements and limitations	FFA
Determine that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations	FFA

APPROVED/DESELECTED VENDORS

APPROVED VENDOR LIST

Approved Vendor — an investment provider selected by the Plan Sponsor to receive 403(b) contributions from the plan for investment in Annuity Contract(s) or Custodial Agreements.

Name of Vendor	Contact Person	Telephone Number

DESELECTED VENDOR LIST

Deselected Vendor — an investment provider that is no longer eligible to receive 403(b) contributions on behalf of the Plan as elected by the Plan Sponsor.

Name of Vendor	Contact Person	Telephone Number

Important Notes:

1. As provided under the Plan, any Approved Vendor, named in Appendix I, has agreed to share information necessary for compliance purposes with the Employer, an Administrator and/or with any other 403(b) vendor as may be required to facilitate compliance with the Plan and all applicable laws and regulations.
2. Each Approved Vendor named above is required to maintain records of the Investment Arrangements offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.

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First Financial Administrators, Inc.
403(b)Volume Submitter
Plan Document

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SECTION 1
DEFINITIONS

1.1 Account

"Account" means the account maintained for the benefit of any Participant or Beneficiary under an Investment Arrangement.

1.2 Account Balance

"Account Balance" means the total benefit to which a Participant or Beneficiary is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Participant's Account, any rollover contributions or transfers held under the Participant's Account, and any distribution made to the Participant, the Participant's Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

1.3 Accumulated Benefit

"Accumulated Benefit" means the sum of Participant's or Beneficiary's Account Balance's under all Investment Arrangements under the Plan.

1.4 Administrator

"Administrator" means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Administrator is identified in the Adoption Agreement, then the Employer is the Administrator. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

1.5 Annuity Contract

"Annuity Contract" means a non-transferable group or individual contract as defined in section 403(b)(1) and 401(g) of the Internal Revenue Code, established for each Participant by the Employer or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

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1.6 Beneficiary

"Beneficiary" means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan.

1.7 Custodial Account

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

1.8 Compensation

"Compensation" means wages, tips, and other compensation as reported on the Form W-2. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

A. Notwithstanding the above, Compensation shall not include any amount which is contributed by the Participant and which is not includible in the gross income of the Participant under section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), or 403(b) of the Internal Revenue Code.

B. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the annual compensation of each Participant taken into account in determining allocations shall not exceed $265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.

C. Solely for purposes of Section 5, "Compensation" includes "differential wage payments: as that term is defined in Section 3401(h) of the Internal Revenue Code, for a payment made after December 31, 2008. These amounts must be treated as compensation under section 415(c)(3) but are not required to be treated as compensation for purposes of determining contributions and benefits under a plan.

1.9 Disabled

"Disabled" means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.

For purposes of annuity contracts distributing amounts not attributable to elective deferrals, "Disabled" shall have the same meaning as above unless an alternative definition is provided in the Investment Arrangement.

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1.10 Elective Deferral

"Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. The term "Elective Deferral" includes Roth Elective Deferrals if permitted under the Plan.

1.11 Eligibility Computation Period

"Eligibility Computation Period" means a computation period during which an Employee completes at least 1,000 Hours of Service. Furthermore:

A. For eligibility purposes, the initial computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (the employment commencement date). The succeeding computation periods are the 12-consecutive month periods commencing with the first day of the Plan Year, beginning with the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial computation period. An Employee who is credited with 1,000 Hours of Service in both the initial computation period and the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date will be credited with two Years of Service.

B. For purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer contributions, the Eligibility Computation Period is the 12-consecutive month period beginning on the Employee's employment commencement date with the Employer or any Related Employer. Each subsequent 12-consecutive month period will commence on the anniversary of such date.

1.12 Employee

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

1.13 Employer

"Employer" means the Public School named in the Adoption Agreement that has adopted the Plan. For purposes of eligibility to participate in and make contributions to the Plan, "Employer" also includes any Related Employer that is an eligible employer within the

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meaning of section 1.403(b)-2(b)(8)(i) of the Treasury Regulations and that is designated in the Adoption Agreement.

1.14 Employer Contributions

"Employer Contributions" means Non-elective Contributions and Matching Contributions, if any, the Employer elects to contribute to the Plan as designated in the Adoption Agreement and in accordance with Sections 4.3 and 4.4 of the Plan, subject to the age and service requirements, if any, designated in the Adoption Agreement.

1.15 Entry Date

"Entry Date" means the date designated in the Adoption Agreement on which an Employee's election of Elective Deferrals or eligibility to participate in Employer Contributions, if any, is effective, subject to the provisions of Sections 3.1 and 3.2 of the Plan.

1.16 Hour of Service

"Hour of Service" means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

1.17 Investment Arrangement

"Investment Arrangement" means an Annuity Contract or Custodial Account that satisfies the requirements of section 1.403(b)-3 of the Treasury Regulations and that is issued or established for funding amounts held under the Plan. A list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, shall be maintained in an appendix to the Plan. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Internal Revenue Code, are hereby incorporated by reference in the Plan.

1.18 Matching Contributions

"Matching Contributions" means Employer contributions described in Plan Section 4.4 which are based on a Participant's Elective Deferrals.

1.19 Non-Elective Contributions

"Non-elective Contributions" means the Employer's contributions to the Plan in accordance with Plan Section 4.3A, other than Elective Deferrals, Matching Contributions, and Qualified Non-elective Contributions.

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1.20 Participant

"Participant" means an individual for whom contributions are currently being made, or for whom such contributions have previously been made under the Plan and who has not received a distribution of his or her entire Benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.

1.21 Plan

“Plan” means the Plan identified in the Adoption Agreement, consisting of the provisions elected by the Employer in the Adoption Agreement and the terms of this pre-approved document.

1.22 Plan Year

“Plan Year” means the calendar year unless a different 12 consecutive month period is designated by the Employer in the Adoption Agreement.

1.23 Public School

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

1.24 Qualified Non-elective Contributions

“Qualified Non-elective Contributions” means contributions (other than Non-elective Contributions and Matching Contributions) made by the Employer pursuant to Plan Section 4.3B and allocated to Participant’s accounts that the Participants may not elect to receive in cash until distributed from the Plan, that are non-forfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

1.25 Related Employer

“Related Employer” means any entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Internal Revenue Code. The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

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1.26 Severance from Employment

"Severance from Employment" occurs when the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under section 1.403(b)-2(b)(8) (an "eligible employer"), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed in a capacity that is not employment with an eligible employer.

1.27 State

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

1.28 Vendor

"Vendor" means the provider of an Annuity Contract, Custodial Account, or a Retirement Income Account.

1.29 Year of Service

"Year of Service" means:

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

B. For purposes of determining eligibility for Employer Non-elective Contributions, if any, an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. All Years of Service with the Employer are counted toward eligibility.

C. For purposes of determining Years of Service for computing an Employee's nonforfeitable right to the account balance derived from Employer contributions,

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an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. All of an Employee's Years of Service with the Employer and any Related Employer, including Years of Service with the Employer before the Employee became eligible for or covered by the Plan are counted for vesting purposes. When the Employer maintains the plan of a predecessor employer, service with the predecessor employer is counted as service with the Employer.

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SECTION 2
ADMINISTRATION

2.1 Plan Administration

A. Plan Administration.

The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Internal Revenue Code. These provisions and requirements include but are not limited to:

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

2) Determining whether contributions comply with the applicable requirements and limitations;

3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations;

4) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations;

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

6) Determining the status of domestic relations orders or qualified domestic relations orders.

Administrative function, including functions to comply with section 403(b) of the Internal Revenue Code and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. Any administrative functions not allocated to other persons are reserved to the Administrator. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts).

B. Administrative Appendix.

Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an administrative appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the

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appendix. The appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The appendix may be modified from time to time. A modification of the appendix is not an amendment of the Plan. In the event of any conflict between the terms of the basic Plan document and Adoption Agreement and the terms of the Investment Arrangement (or of any other documents incorporated by reference into the Plan), the terms of the basic Plan document and Adoption Agreement Plan shall govern.

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SECTION 3
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility of Employees

Each Employee who is not excluded under the Elective Deferral Eligibility section of the Adoption Agreement may elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

3.2 Compensation Reduction Election

An Employee elects to participate by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements) and filing it with the Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Compensation Reduction Election, shall be included in other records maintained under the Plan. This Compensation reduction election shall be made through an agreement provided by the Administrator or its designated agent under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200 as specified in the Adoption Agreement, and may change such minimum to a different amount (but not in excess of $200 or such lower amount as specified in the Adoption Agreement) from time to time. The participation election shall also include designation of the Vendor. Any such election shall remain in effect until a new election is filed with the Plan Sponsor, or the Plan Sponsor's designated Plan service provider.

The Administrator may establish reasonable administrative procedures for making elective deferrals, including a reasonable period for providing an Employee with notice of his or her right to defer and a reasonable election period, provided that §1.403(b)-5(b)(2) of the Treasury Regulations is satisfied. These procedures shall require the provision to employees of the notice of right to defer no later than 30 days after commencement of employment and shall include the designation of an Entry Date on the Adoption Agreement. An Employee's compensation reduction election shall take effect on the designated Entry Date or as soon as administratively feasible after the properly completed Compensation Reduction Election is received by the Administrator, which shall in any case not be later than 30 days after the date of Administrator's receipt.

3.3 Information Provided by the Employee

Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan,

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including any information required under the terms governing the Investment Arrangement.

3.4 Change in Compensation Reduction Election

Subject to the terms governing the applicable Investment Arrangement and at least once each plan year, a Participant may change his or her Compensation Reduction Election, choice of Investment Arrangements, and designated Beneficiary and such change shall take effect as of the date provided on a uniform basis for all Employees.

3.5 Timing of Contributions

Contributions to the Plan under this Article III must be transferred to the Vendor as soon as administratively possible, but no later than 15 business days following the month in which the amounts would have been paid to the Employee.

3.6 Leave of Absence

Unless a Compensation Reduction Election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

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SECTION 4
CONTRIBUTIONS

4.1 Elective Deferrals

A. Limitations on Elective Deferrals

Except as provided in sections 4.1(B) and 4.1(C) below, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed $18,000, which is the applicable dollar amount established under section 402(g)(1)(B) of the Internal Revenue Code and adjusted for cost-of-living to the extent provided under section 402(g)(4) of the Internal Revenue Code for periods after 2015.

B. Special Section 403(b) Catch-Up Limitation for Employees With 15 Includible Years of Service.

If the employer is a qualified organization (within the meaning of section 1.403(b)-4(c)(3)(ii) of the Treasury Regulations) and if elected in the Adoption Agreement, the applicable dollar amount under section 4.1(A) for any "Qualified Employee" is increased by the least of:

1) $3,000;

2) The excess of:

    a) $15,000, over

    b) The total special section 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or

3) The excess of:

    a) $5,000 multiplied by the number of years of Service of the Employee with the qualified organization, over

    b) The total Elective Deferrals made for the Employees by the qualified organization for prior years.

4) For purposes of section 4.1(B), a "Qualified Employee" means an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

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C. Age 50 Catch-Up Contributions.

An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,000, and is adjusted for cost-of-living to the extent provided under the Internal Revenue Code for periods after 2015.

D. Coordination.

Amounts in excess of the limitation set forth in section 4.1(A) shall be allocated first to the Special Section 403(b) catch-up under section 4.1(B) and next as an age 50 catch-up contribution under section 4.1(C). However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant's Compensation for the year.

E. Special Rule for a Participant Covered by Another Section 403(b) Plan.

For purposes of this Section 4, if the Participant is or has been a Participant in one or more other plans under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitation in this section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of section 4.1(B) only if the other plan is a §403(b) Plan.

F. Correction of Excess Elective Deferrals.

If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code for which the Participant provides information is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year), shall be distributed to the Participant no later than April 15 of the following calendar year. Distribution of a Participant's excess Elective Deferrals shall be made first from a Participant's Roth Elective Deferrals, and second from a Participant's pre-tax Elective Deferrals, unless the Participant

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designates a different order of distribution before the distribution is made. Participants who claim Excess Elective Deferrals for the preceding year from this Plan and one or more plans of another employer must submit their request for a distribution of the Excess Elective Deferrals to the Administrator in writing on or before March 1 of the calendar year after the applicable calendar year.

4.2 Roth Contributions

A. General application.

If elected by the Employer in the Adoption Agreement and permitted under the terms of the applicable Investment Arrangement, a Participant may designate all or a portion of the Participant's Elective Deferrals as Roth Elective Deferrals. Any Roth Elective Deferrals under an Investment Arrangement shall be allocated to a separate Account maintained under the Investment Arrangement for a Participant's Roth Elective Deferrals. Unless specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

B. Separate Accounting.

1) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for the Participant under the Investment Arrangement.

2) A record of the amount of Roth Elective Deferrals in each Roth Elective Deferral Account shall be maintained.

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

4) No contributions other than Roth Elective Deferrals and properly attributable earnings shall be credited to a Participant's Roth Elective Deferral Account.

C. Definition of Roth Elective Deferrals. A "Roth Elective Deferral" means an Elective Deferral that is:

1) Designated irrevocably by the Participant at the time of the Compensation Reduction Election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation Reduction Election.

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4.3 Non-elective Contributions

A. Non-elective Contributions. If elected in the Adoption Agreement, the Employer may make discretionary Non-elective Contributions for each eligible Employee who satisfies the age and service requirements, if any, elected in the Adoption Agreement, in an amount or according to a formula determined by the Employer, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.

B. Qualified Non-elective Contributions. The Employer may make Qualified Non-elective Contributions under the Plan on behalf of all eligible Employees. If made, Qualified Non-elective Contributions will be allocated to all Participants in the ratio which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.

4.4. Matching Contributions

The Employer may elect to make Matching Contributions under the Plan on behalf of qualifying contributing participants as provided in the terms of a collective bargaining agreement or other written document, provided that those terms are incorporated by reference and made a part of the Plan. Matching Contributions will be allocated to eligible Participants who have contributed Elective Deferrals during the Plan Year in the manner elected in the Adoption Agreement. Matching Contributions will be applied each payroll period, except that for discretionary matching contributions, the Employer will determine the methodology at the time the Matching Contribution is determined.

4.5 Non-elective Contribution for Disabled and Former Employees

If elected in the Adoption Agreement, former Employees will share in Non-elective Contributions made by the Employer until the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment. For purposes of this Section 4.5, a Participant is deemed to have monthly Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Compensation during his or her most recent Year of Service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment.

If elected in the Adoption Agreement, Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) will share in Non-elective Contributions made by the Employer for the period following the disability elected by the

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Employer in the Adoption Agreement. The Compensation of a disabled Participant used to allocate such Non-elective Contributions shall be the Compensation such Participant would have received for the Plan Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

4.6 Vesting

The portion of a Participant's Account attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions shall be 100% vested at all times. Employer Matching Contributions and Non-elective Contributions will be subject to the Vesting Schedule elected by the Employer in the Adoption Agreement. Employer Matching Contributions and Non-elective Contributions made on behalf of a Participant, to the extent not vested, will be credited to a separate account and treated as made to a contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

On or after the date on which the Participant's interest in the separate account becomes non-forfeitable, the contract shall be treated as a section 403(b) Annuity Contract if:

1) No election has been made under section 83(b) with respect to the contract;

2) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming non-forfeitable;

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

4) The separate account at all times satisfied the requirements of section 403(b) except for the non-forfeitability requirement in section 403(b)(1)(C).

If only a portion of the Participant's interest in a separate account becomes non-forfeitable in a year, then that portion of the contract will be considered a section 403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Each contribution (and earning thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant.

4.7 Forfeitures

On or before the last day of each Plan Year, any amounts which became forfeitures since the last day of the prior Plan Year may be allocated as additional Non-elective or Matching contributions or used to reduce any Non-elective or Matching Contribution, reinstate previously forfeited account balances of Participants, or to pay eligible Plan expenses, as determined by the Employer; provided, however, that all forfeitures shall be allocated no later than the end of the Plan Year after the Plan Year in which they occurred.

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In the event forfeitures are used to reduce a Non-elective Contribution and the forfeitures exceed such contribution, then the remaining forfeitures will be allocated as an additional discretionary contribution. Forfeitures may not be used to reduce Qualified Non-elective Contributions, which are required by the Code to be fully vested when contributed to the Plan. Regardless of the preceding sentences, in the event the allocation of forfeitures provided herein shall cause the Annual Additions (as defined in Section 5.1(B)(1)) to any Participant's Account to exceed the amount allowable by the Code, an adjustment shall be made in accordance with Section 5.1(A)(8).

If a benefit is forfeited because the Participant or beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or beneficiary.

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SECTION 5
LIMITATIONS ON ANNUAL ADDITIONS

5.1 Limitations on Annual Additions

A. Limitations on Aggregate Annual Additions.

1) General Limitation on Annual Additions. A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.

2) Aggregation of section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.

3) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Internal Revenue Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Internal Revenue Code.

4) Annual Notice to Participants. The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.1(A)(3) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.1(A)(3). The notice will advise Participants that the applications of the limitations in section 5.1(A)(3) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Internal Revenue Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant or the year following the year in which the Employer adopts this plan, whichever is later.

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5) Coordination of Limitation on Annual Additions Where Employer Has another Section 403(b) Volume Submitter Plan. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 5.1(E), reduced by the Annual Additions credited to the Participant under any other Section 403(b) Volume Submitter Plans of the Employer in addition to this Plan. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

6) Excess Annual Additions

   a) If, notwithstanding section 5.1(A)(1) through 5.1(A)(5), a Participant's Annual Additions under this Plan, or under the Plan and plans aggregated with this Plan under sections 5.1(A)(2), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under section 401(a) of the Internal Revenue Code will be deemed to have been credited first.

   b) If an Excess Annual Addition is credited to Participant under this Plan and another Section 403(b) Volume Submitter Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

      (i) the total Excess Annual Addition credited as of such date, times

      (ii) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Volume Submitter Plans of the Employer.

   c) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 5.1(A)(7).

7) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Volume Submitter Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Volume Submitter Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with section 5.1(A)(5) as though the other plan were a Section

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403(b) Volume Submitter Plan unless the Employer provides other limitations in the Adoption Agreement.

8) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separated account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separated account will be treated as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

B. Definitions.

1) "Annual Additions" means the following amounts credited to a Participant under the Plan, or any other plan aggregated with the Plan under section 5.1(A)(2):

a) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in section 414(v) of the Internal Revenue Code and contributions that have been distributed to the Participant as Excess Elective Deferrals);

b) After-tax Employee contribution;

c) forfeitures allocated to the Participant's Account; and

d) amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Internal Revenue Code, which is part of a pension or annuity plan and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Internal Revenue Code, under a welfare benefit fund, as defined in section 419(e) of the Internal Revenue Code.

e) allocations under a simplified employee pension.

Amounts described in (a), (b), (c), and (e) are annual additions for purposes of both the dollar limitation under Section 5.1(E)(1) and the percentage of compensation limitation under Section 5.1(E)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under Section 5.1(E)(1).

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C. Includible Compensation.

1) "Includible Compensation" means an Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Internal Revenue Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Internal Revenue Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(l)(B), 402(k), 457(b) of the Internal Revenue Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.

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

3) Post-severance compensation. Payments made within 2 1/2 months after Severance from Employment will be included in Includible Compensation if they are payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described above are not considered compensation if paid after severance from employment, even if they are

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paid within 2 1/2 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.

4) Former Employees. For purposes of this Section 5, a Participant is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during his or her most recent Year of Service.

5) Disabled Employees. For purposes of applying the limitations of this Section 5 to Non-elective Employer Contributions pursuant to Code section 415, Includible Compensation for Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

D. Limitation Year.

"Limitation Year" means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 5.1(A)(3) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

E. Maximum Annual Addition

The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

1) $53,000, as adjusted for increases in the cost-of-living under section 415(d) of the Internal Revenue Code for periods after 2015, or

2) 100 percent of the Participant's Includible Compensation for the limitation Year.

F. Contributions for Medical Benefits after Separation from Service. The Includible Compensation limit referred to in 5.1(E) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section

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401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.

G. Section 403(b) Volume Submitter Plan.

A Section 403(b) Volume Submitter Plan means a section 403(b) plan the form of which is the subject of a favorable advisory letter from the Internal Revenue Service.

H. Employer.

Solely for purposes of section 5.1(A) through 5.1(H), "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.

I. Excess Annual Addition.

"Excess Annual Addition" means the excess of the Annual Additions created to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under section 5.1(A)(2) over the Maximum Annual Addition for the limitation Year under section 5.1(E).

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SECTION 6
DISTRIBUTION PROVISIONS

6.1 Distribution Limitations for Elective Deferrals

Except as permitted in the case of excess Elective Deferrals, pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in section 72(t)(2)(G) of the Internal Revenue Code, termination of the Plan, a payment pursuant to section 12.1 or 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions of Elective Deferrals from a Participant's Account may not be made earlier than the date on which the Participant has Severance from Employment, dies, becomes disabled, or attains age 59½. For purposes of this paragraph, a Participant shall be treated as having a severance from employment during any period the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Internal Revenue Code. A Participant who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral or receive a Non-elective Employee Contribution during the 6-month period beginning on the date of the distribution. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.2 Minimum Distribution Requirement

The Plan shall comply with the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code and the regulations thereunder in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in section 1.403(b)-6(e) of the Treasury Regulations.

6.3 Distributions of Amounts Held in a Rollover Account

If a Participant has a separate account attributable to rollover contributions to the Plan, then, to the extent permitted by the terms governing the applicable Investment Arrangement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

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6.4 Direct Rollovers

A. Direct Rollovers.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least $500 paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover, to the extent permitted by the terms governing the applicable Investment Arrangement. If an Eligible Rollover Distribution is less than $500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution.

B. Definitions.:

1) "Eligible Rollover Distribution" means an Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of 10 years or more;

b) any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code (other than amounts that would have been required but for a statutory waiver of the section 401(a)(9) requirements);

c) any hardship distribution;

d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);

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

f) any corrective distribution of excess amounts under section 402(g) and/or 415(c) of the Internal Revenue Code and income allocable thereto;

g) any loans that are treated as deemed distributions pursuant to section 72(p) of the Internal Revenue Code;

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h) dividends paid on employer securities as described in section 404(k) of the Internal Revenue Code;

i) the costs of life insurance coverage (P.S. 58 costs);

j) prohibited allocations that are treated as deemed distributions pursuant to section 409(p) of the Internal Revenue Code.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, respectively, or (ii) a qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code or a tax-sheltered annuity described in section 403(b) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

C. Eligible Retirement Plan.

An Eligible Retirement Plan is a qualified plan described in section 401(a), an annuity plan described in section 403(a), an annuity contract described in section 403(b), an individual retirement account or annuity described in section 408(a) or 408(b), or an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a State and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of 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 section 414(p) of the Internal Revenue Code.

D. Distributee.

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employees' spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's non-spouse designated Beneficiary. In the case of a non-spouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provision of section 402(c)(11) of the Internal Revenue Code; Also, in this case, the determination of any required minimum distribution under section 401(a)(9) of the Internal Revenue Code that is

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ineligible of rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

E. Direct Rollover.

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

F. Written Explanation of Right to Direct Rollover.

The payor shall provide, within a reasonable time period before making an Eligible Rollover distribution, a written explanation to the Participant that satisfies the requirements of section 402(f) of the Internal Revenue Code.

G. Roth Elective Deferrals.

1) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan will only be made to another Roth elective Deferral Account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).

2) The provisions of the Plan that allow a Participant to elect a Direct Rollover, but only if the amount rolled over is at least $500, is applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

3) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year.

6.5 Distribution Limitations for Matching and Non-elective Employer Contributions

A. Custodial Account.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue

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Service, Non-elective Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangements.

B. Annuity contract.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Non-elective Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes Disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.6 Distributions on Death

On the death of a Participant, the Participant's vested account balance will be paid to the participant's surviving spouse, but if there is no surviving spouse, or if the surviving spouse has consented, then to the Participant's designated beneficiary. A Participant may designate his or her beneficiary on forms provided by and in the manner required by the Administrator.

6.7 Forms of Distribution

Distributions from the Plan from Custodial Accounts shall be as elected by the Employer in the Adoption Agreement. All distributions from an Annuity Contract shall be in a form permitted under the terms of the applicable Annuity Contract as selected by the Participant.

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SECTION 7
HARDSHIP DISTRIBUTIONS

7.1 Hardship Distributions of Elective Deferrals

A. To the extent permitted by the terms governing the applicable Investment Arrangement, distribution of Elective Deferrals may be made to a Participant in the event of hardship as described in section 1.401(k)-1(d)(3)(iii)(B) of the Internal Revenue Code. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Notwithstanding any other provisions of this Section 7, hardship distributions may not exceed the aggregate dollar amount of the Participant's Elective Deferrals and Roth Elective Deferrals under the Plan, excluding income thereon, reduced by the amount of distributions previously made to the Participant under the Plan.

B. The following are the only financial needs considered immediate and heavy: expenses incurred or necessary for medical care, (as described in Code section 213(d)), of the Participant, the Participant's spouse or dependents, or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7); the purchase (excluding mortgage payments) of a principal residence for the Participant; payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary beneficiary; payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Employee's principal residence; payments for funeral or burial expenses for the Participant deceased parent, spouse, child or dependent, or the Participant's primary beneficiary; and expenses to repair damage to the Participant'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).

C. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

1) The distribution is not in excess of the amount of the 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);

2) The Participant has obtained all distributions, other than hardship distributions, and all non-taxable loans under all plans maintained by the Employer (except to the extent such actions would be counter-productive to alleviating the financial need); and

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3) All plans maintained by the Employer provide that the Participant's Elective Deferrals (and Employer Contributions) will be suspended for 6 months after the receipt of the hardship distribution.

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SECTION 8
PLAN LOANS

8.1 Loans to Participants

A. To the extent permitted under the terms of the applicable Investment Arrangement, Participants and Beneficiaries may obtain loans under the Plan.

B. No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) $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 (b) one-half the present value of the non-forfeitable accrued benefit of the Participant or, if greater, the total accrued benefit up to $10,000. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated.

C. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less than quarterly, over a period not extending beyond five years from the date of the loan. If 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, the amortization period shall not extend beyond 15 years from the date of the loan.

D. 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.

E. The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans; provided, however, that the Administrator will ensure that repayment safeguards to which a prudent lender would adhere are observed, including but not limited to ensuring that the loan bears a reasonable rate of interest.

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SECTION 9
ROLLOVER CONTRIBUTIONS, TRANSFERS, EXCHANGES

9.1 Rollover Contributions to the Plan

A. If elected in the Adoption Agreement and to the extent permitted under the terms of the applicable Investment Arrangement, the Plan will accept rollover contributions as provided in this section.

B. Eligible Rollover Contributions.

A Participant who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Internal Revenue Code and to confirm that such plan is an Eligible Retirement Plan.

C. Eligible Rollover Distribution.

An Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code.

D. Eligible Retirement Plan.

An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Internal Revenue Code, an annuity plan described in section 403(a) or 403(b) of the Internal Revenue Code, an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, or an eligible governmental plan described in section 457(b) of the Internal Revenue Code.

E. Roth Rollovers.

1) The Plan will accept rollovers of Roth Elective Deferrals only if the Employer has elected in the Adoption Agreement to permit Roth Elective Deferrals.

2) If provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an

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applicable retirement plan described in section 402A(e)(1) of the Internal Revenue Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Internal Revenue Code.

F. Information Regarding Participant Basis Required.

A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Administrator obtains information regarding the Participant's tax basis under section 72 of the Internal Revenue Code in the amount rolled over.

G. Separate Accounts.

Separate accounts shall be established and maintained for the Participant for any Eligible Rollover Distribution, and for the after-tax portion of any such Eligible Rollover Distribution, paid to the Plan

9.2 Transfers Between Plans

A. If elected in Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

B. Transfers to the Plan.

The Administrator may accept a transfer of assets to the Plan for a Participant or Beneficiary only if;

1) the transferor plan provides for direct transfers of assets;

2) the Participant is an Employee or former Employee of the Employer;

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

4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

C. Transfers to Another Plan.

The Administrator may permit the transfer of assets to another plan for a Participant or Beneficiary only if;

1) the Plan provides for direct transfers of assets pursuant to the Adoption Agreement;

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2) the Participant is an Employee or former Employee of the Employer;

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

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

D. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section and section 1.403(b)-10(b)(3) of the Treasury regulations and to confirm that any other plan involved in the transfer satisfies section 403(b) of the Code.

9.3 Exchanges

A. If elected in the Adoption Agreement, exchanges shall be permitted as provided in this section.

B. A Participant or Beneficiary is permitted to change the investment of his or her Accumulated Benefit among the Vendors of Investment Arrangements approved for use under the Plan. However, an investment change that includes an investment with a Vendor that is not eligible to receive new contributions (referred to below as an exchange) is not permitted unless the conditions in sections 9.3(C) through (E) are satisfied.

C. The Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).

D. The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan.

E. The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

1) Information necessary for the resulting contract or custodial account, or any contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Internal Revenue Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from

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Employment (for purposes of the distribution restrictions in section 6.1); (ii) the Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a 6-month suspension of Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and

2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under section 72(p)(1) of the Internal Revenue Code; and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

F. If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in section 9.3(E) to the extent the Employer's contract with the Vendor does not provide for the exchange information described in section 9.3(E)(1) and 9.3(E)(2).

9.4 Transfers to Purchase Service Credit

A. Purchases of service credit shall be permitted under the Plan as provided in this section.

B. If a Participant is also a Participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Internal Revenue Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Accumulated Benefit transferred to the defined benefit governmental plan. A transfer may be made before the Participant has had a Severance from Employment.

C. A transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Internal Revenue Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Internal Revenue Code does not apply by reason of section 415(k)(3) of the Internal Revenue Code.

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SECTION 10
INVESTMENT OF CONTRIBUTIONS

10.1 Investment

A. Manner of Investment.

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Investment Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts.

B. Exclusive Benefit.

Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

C. Investment of Contributions.

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Investment Arrangement in accordance with the terms governing the Investment Arrangement.

D. Information Sharing.

Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Internal Revenue Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

E. Conflicts Between Plan and Terms of Investment Arrangements.

In the event of any conflict between the terms of the Plan (including its associated adoption agreement and any other documents incorporated by reference into the Plan) and the terms of any Investment Arrangements permitted under the Plan, the terms of this Plan shall govern.

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SECTION 11
PLAN TERMINATION AND AMENDMENT

11.1 Termination

A. Termination of Contributions.

The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

B. Termination.

The Employer reserves the authority to terminate this Plan at any time. Upon termination of the Plan, all non-vested amounts under the Plan will be fully vested, and subject to any restrictions contained in terms governing the applicable Investment Arrangement, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

11.2 Amendment by Volume Submitter Practitioner

The preapproved plan sponsor may amend any part of the Plan on behalf of each employer that has adopted the Plan. All amendments made by the preapproved plan sponsor will be made in accordance with changes in the Internal Revenue Code, regulations, revenue rulings, or other guidance published by the Internal Revenue Service, or other regulatory authorities. All amendments to the Plan must be adopted by the Plan Sponsor prior to becoming a part of the Plan Sponsor's 403(b) Plan. The preapproved plan sponsor (i) will inform the adopting eligible employer of any amendments made to the plan, and (ii) will notify the employer of the discontinuance or abandonment of the plan.

11.3 Amendment by Adopting Employer

An Employer that amends the Plan, including the Adoption Agreement, other than to (a) change the choice of options or procedures in the Adoption Agreement, (b) add overriding language if necessary to satisfy IRC 415 because of the required aggregation of multiple plans, (c) to change information in Appendix I to the Adoption Agreement, or (d) to adopt sample or model amendments published by the Service that specifically provide that their adoption by an adopter of an approved IRC 403(b) volume submitter plan will not cause such plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan, will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to

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the plan. An Employer which chooses to discontinue participation in the Plan as amended by the volume submitter practitioner and does not substitute another approved IRC 403(b) volume submitter plan will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to the plan.

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SECTION 12
OTHER PLAN PROVISIONS

12.1 Domestic Relations Orders and Qualified Domestic Relations Orders

If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

12.2 IRS Levy

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

12.3 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

12.4 USERRA – Military Service Credit

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.