Account No.: TT069446

DIVERSIFIED RETIREMENT CORPORATION

TAX DEFERRED ANNUITY RETIREMENT PLAN ADOPTION AGREEMENT

This Adoption Agreement is to be used in conjunction with the Diversified Retirement Corporation Tax Deferred Annuity Retirement Base Plan Document.

This Plan Document should only be used by an organization eligible to establish a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code.

This Adoption Agreement is an important legal document. You should consult with your attorney on whether or not it accommodates your particular situation (including any applicable state or local laws), and on its tax and legal implications. Diversified Retirement Corporation does not and cannot provide legal or tax advice. The Base Plan Document and Adoption Agreement are intended purely as sample documents for use by your attorney in preparing your tax deferred annuity plan.

These documents contain a number of provisions that are optional for governmental and church plans not subject to ERISA.
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Introduction

In completing this Adoption Agreement, as in connection with other matters related to this Plan, it is strongly recommended that you consult with your attorney or other tax advisor. This is especially true because certain options could result in a plan being discriminatory in practice under the Internal Revenue Code unless certain facts and circumstances tests are satisfied.

Diversified Retirement Corporation does not and cannot provide legal or tax advice. The Adoption Agreement and the related Base Plan Document (including, where applicable, the Loan Policy Document and QDRO procedures) are not prototypes and have not been reviewed by the Internal Revenue Service.

The Plan is a broad document which allows a Participating Employer a number of choices and options. Any capitalized terms used in this document have the meaning as set forth in the Base Plan Document, unless otherwise indicated. These choices and options are set forth in this Adoption Agreement; areas of the Base Plan which allow no options are not included in the Adoption Agreement. This Adoption Agreement makes the general Base Plan Document specific to your particular Plan. The two documents, taken together, represent your Plan.
Part I – General Information

1. **Sponsoring Employer** (Section 1.66).
   
   (a) Name of Sponsoring Employer: **Willamette University**
   
   (b) Address of Sponsoring Employer: **900 State Street
       Salem, OR 97301**
   
   (c) Federal Tax ID Number of Sponsoring Employer: **93-0386972**
   
   (d) Contact Phone Number: 

2. **Controlled Group Status** (Section 1.13). Is the Sponsoring Employer a member of a controlled group or affiliated service group? (check one): ☐ Yes ☒ No

3. **Multiple Employer Plan** (Section 4.17). Is this a multiple employer plan? (check one):
   
   ☐ Yes ☒ No

4. **Type of Entity** (check one):
   
   ☒ 501(c)(3) organization
   
   ☐ Governmental entity
   
   ☐ Non-electing church *(i.e., a church which has not made the election to be subject to ERISA under Code section 410(d))*
   
   ☐ Electing church *(i.e., a church which has made the election to be subject to ERISA under Code section 410(d))*

5. **Participating Employers** (Section 1.45).

   (a) **Controlled Group Participating Employers** - *(If 2 above is “yes”, complete below as applicable.)*

   If any members of a Controlled Group Employer participate in the Plan, the names of these Participating Employers are as follows:

   
   
   

   Caution: Each Participating Employer must be eligible to sponsor a Section 403(b) Plan in order to participate in the Plan.
(b) Non-Controlled Group Participating Employers - (If 3 above is "yes", complete below as applicable.)

If any Participating Employers are not in the same controlled or affiliated service group with the Sponsoring Employer, such Participating Employers are as follows:

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Caution: Each Participating Employer must be eligible to sponsor a Section 403(b) Plan in order to participate in the Plan.

6. **Plan Administrator** (Section 1.48).

(a) Name of Plan Administrator: Willamette University

(b) Address of Plan Administrator: 900 State Street
   Salem, OR

(c) Members of committee serving as Plan Administrator (if applicable): Human Resources Director
   Vice President, Financial Affairs
   Controller

(d) Contact Phone Number: 503-370-6210

7. **ERISA Section 404(c) Election for ERISA Plans** (Section 4.15). The Plan ☑ does ☐ does not (check one) elect to be an ERISA section 404(c) plan.
Part II – Plan Data

8. **Name of Plan** (Section 1.47). The name of the Plan is (*provide name*):

    Willamette University Defined Contribution Retirement Plan

9. **Plan Number**. If the Plan is subject to ERISA, the plan number is (*provide number*):

    002

10. **New Plan or Restatement**. This Plan is (*check one*):

    [ ] A new plan.
    ☒ A restatement of an existing plan.

11. **Effective Date** (Section 1.19). (*Provide information required by section (a) or (b), as applicable*):

    (a) For new plans:

    (i) The Effective Date of the Plan is (*provide date*):

    (b) For restated plans:

    (i) The initial Effective Date of the Plan was (*provide date*):

        September 1, 1957

    (ii) Except as otherwise provided in the Plan, the Effective Date of this amendment and restatement of the Plan is (*provide date*):

        January 1, 2012

12. **Plan Year** (Section 1.49).

    (a) The Plan Year is (*indicate a 12 month period – e.g., January 1 – December 31*):

        June 1st - May 31st
(b) If applicable, the Plan □ will have a short Plan Year commencing on ____ and ending on ____ (indicate a less than 12 month period – e.g. September 1, 2008 – December 31, 2008). Thereafter, the Plan Year shall end on the date specified above in (a).

13. **Limitation Year** (Section 1.38). The applicable Limitation Year for Code section 415 testing purposes will be the Plan Year unless the following is selected (check below if applicable):

□ The calendar year.
Part III – Eligibility Requirements

14. **Eligible Employee.**

(a) **Salary Reduction Contributions – Exclusions** (Section 3.4). For purposes of pre-tax Salary Reduction Contributions, the following Employees shall not be eligible to participate in the Plan *(check all that apply):*

- Employees who normally work less than 20 hours per week, as defined in Section 3.4(b) of the Plan.

If this exclusion of Employees who normally work less than 20 hours per week is elected, after the close of the 12 month period beginning on the date the Employee's employment commences, the determination of whether the Employee has worked fewer than 1,000 Hours of Service in the preceding year will be made on the basis of each Plan Year ending after the close of the 12 month period beginning on the date the Employee's employment commenced, unless the following is selected:

- the determination shall be made on the basis of each subsequent 12 month period beginning on the date the Employee's employment commences.

- Employees who are eligible to participate in a Code section 457(b) eligible deferred compensation plan of the Participating Employer which permits deferrals at the election of the Employee. *(Note: do not check this box if you wish to have Employees eligible to participate in both your 457(b) plan and your 403(b) plan.)*

- Employees who are eligible to participate in a qualified cash or deferred arrangement (e.g., a 401(k) plan) of the Participating Employer.

- Employees who are eligible to participate in another 403(b) plan of the Participating Employer which permits deferrals at the election of the Employee.

- Employees who are nonresident aliens described in Code section 410(b)(3)(C).

- Employees who are students performing services described in Code section 3121(b)(10).

- Ministers described in Code section 414(e)(5)(A).

(b) **Other Contributions** (Sections 1.27 and 4.1).

(i) For purposes of contributions **other than Salary Reduction Contributions** and except as provided in subsection (ii), the following Employees shall be eligible to participate in the Plan *(check one):*

- Not Applicable, the Plan does not offer Employer Contributions.

- All Employees of the Participating Employer.

- All nonunion Employees of the Participating Employer.

- All salaried Employees of the Participating Employer.

- Other: _____.
(ii) **Exclusions** - Notwithstanding subsection (i), the following Employees shall not be eligible to participate in the Plan for purposes of contributions other than Salary Reduction Contributions *(check all that apply)*:

- Employees who normally work less than 20 hours per week, as defined in Section 3.4(b) of the Plan.

If this exclusion of Employees who normally work less than 20 hours per week is elected, after the close of the 12 month period beginning on the date the Employee's employment commences, the determination of whether the Employee has worked fewer than 1,000 Hours of Service in the preceding year will be made on the basis of each Plan Year ending after the close of the 12 month period beginning on the date the Employee's employment commenced, unless the following is selected:

- the determination shall be made on the basis of each subsequent 12 month period beginning on the date the Employee's employment commences.

- Employees who are eligible to participate in a Code section 457(b) eligible deferred compensation plan of the Participating Employer which permits deferrals at the election of the Employee. *[Note: do not check this box if you wish to have Employees eligible to participate in both your 457(b) plan and your 403(b) plan.]*
- Employees who are eligible to participate in a qualified cash or deferred arrangement (e.g., a 401(k) plan) of the Participating Employer.
- Employees who are eligible to participate in another 403(b) plan of the Participating Employer which permits deferrals at the election of the Employee.
- Employees who are nonresident aliens described in Code section 410(b)(3)(C).
- Employees who are collectively bargained employees.
- Employees who are students performing services described in Code section 3121(b)(10).
- Ministers described in Code section 414(e)(5)(C).
- Other: Adjunct and visiting professors; temporary staff.
15. **Age and Service Eligibility Requirements – Non-Salary Reduction Contributions** (Section 3.1). An Eligible Employee shall be eligible to become a Participant in the Plan for contributions other than Salary Reduction Contributions upon (check all that apply):

- The completion of _____ Years of Eligibility Service, or _____ Months of Service.
- The attainment of age 18.
- The completion of _____ Years of Eligibility Service or _____ Months of Service and the attainment of age _____.
- Immediately upon commencement of employment.

Note: If the Plan is subject to ERISA, the following rules apply:

- Only one Year of Eligibility Service may be required (two Years of Eligibility Service if 100% immediate vesting is selected in this Adoption Agreement).
- An age restriction may only apply to Eligible Employees who have not yet attained age 21.

16. **Entry Dates – Non-Salary Reduction Contributions** (Section 1.29). Eligible Employees satisfying the eligibility requirements shall be eligible to commence participation in the Plan for purposes of contributions other than Salary Reduction Contributions on the following Entry Dates (check one):

- Immediately upon satisfaction of the applicable participation requirements (immediate entry).
- The first day of the calendar quarter coinciding with or immediately following satisfaction of the applicable participation requirements (quarterly entry).
- The first day of the month coinciding with or immediately following satisfaction of the applicable participation requirements (monthly entry).
- The earlier of:
  (i) The first day of the Plan Year coinciding with or immediately following satisfaction of the applicable participation requirements; or
  (ii) The first day of the six month anniversary of the beginning of the Plan Year coinciding with or immediately following satisfaction of the applicable participation requirements.
- Other: ______
Part IV – Service Crediting for Eligibility for Employer Contributions

Caution: The following service crediting rules only apply to non-Salary Reduction Contributions.

17. **Method for Determining Years of Eligibility Service** (Section 1.72). Years of Eligibility Service shall be determined (check one):

- [x] N/A. Plan has no service requirement or less than one Year of Eligibility Service is required.
- [ ] Using the Elapsed Time service crediting method.
- [ ] Using an Hours of Service-based service crediting method. A Year of Eligibility Service will be credited upon completion of _____ Hours of Service. A Year of Eligibility Service may not be less than one (1) Hour of Service nor greater than 1,000 hours. If left blank, the Plan will use 1,000 hours.

18. **Calculation of Hours of Service** (Section 2.1). Hours of Service under the Plan, for purposes of eligibility and/or Employer Contribution allocations, are calculated as follows (check one):

- [x] Not applicable. Plan uses Elapsed Time service crediting method, or has no service requirement or less than one Year of Eligibility Service is required (and Hours of Service are not utilized).
- [ ] Based on actual hours worked (as determined under the general rule set forth in DOL Regulation section 2530.200b).
- [ ] Using an equivalency based on periods of employment that credits Hours of Service at a rate of (check one):
  - [ ] 10 Hours of Service for each day in which an Employee would otherwise be credited with an Hour of Service (days worked basis).
  - [ ] 45 Hours of Service for each week in which an Employee would otherwise be credited with an Hour of Service (weeks worked basis).
  - [ ] 95 Hours of Service for each semi-monthly payroll period in which an Employee would otherwise be credited with an Hour of Service (semi-monthly payroll period basis).
  - [ ] 190 Hours of Service for each month in which an Employee would otherwise be credited with an Hour of Service (monthly basis).

19. **Determination Period for Eligibility Service** (Section 1.72). Years of Eligibility Service are determined as follows (check one):

- [x] Not applicable. The Plan uses Elapsed Time to determine eligibility or has a Service requirement of less than one year.
- [ ] Based on the anniversary of an Employee’s date of hire (anniversary year basis).
  Initially based on the anniversary of an Employee’s date of hire, but shifting to a Plan Year basis in the year in which the first anniversary of hire occurs (Plan Year basis).
20. **Forfeiture of Years of Eligibility Service** (Sections 2.2 and 3.3). All Years of Eligibility Service under the Plan are counted for eligibility purposes unless one of the following forfeiture rules is checked in the second or third box below (check one):

- [ ] Not applicable. Plan counts all Years of Eligibility Service or has a Service requirement of less than one year.
- [ ] Forfeited on the date a non-vested individual incurs five consecutive one-year Breaks in Service.
- [ ] Forfeited based on the following rule: ____.

*Note: If the Plan is subject to ERISA, it must apply a forfeiture rule consistent with applicable ERISA requirements.*

21. **Reinstatement of Years of Eligibility Service** (Sections 2.2 and 3.3). Years of Eligibility Service under the Plan are reinstated as follows (check one):

- [x] Not applicable. Plan counts all Years of Eligibility Service or has a Service requirement of less than one year.
- [ ] On the date an Employee is reemployed and completes an Hour of Service with a Controlled Group Employer if such Hour of Service is completed prior to the date on which the Employee incurs five consecutive one-year Breaks in Service.
- [ ] Based on the following rule: ____.

*Note: If the Plan is subject to ERISA, it must apply a forfeiture rule consistent with applicable ERISA requirements.*

22. **Service with an Unrelated Predecessor Employer** (Section 1.64). Service with an unrelated predecessor employer for eligibility and/or Employer Contribution allocation purposes is (check one):

- [x] Not recognized under the Plan.
- [ ] The Plan will recognize Service for eligibility and Employer Contribution allocation purposes with all unrelated predecessor employers.
- [ ] Recognized, but only as follows (provide unrelated predecessor employer name and check the applicable boxes to indicate the purposes for which prior service is recognized):

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Allocation Accrual</th>
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<tbody>
<tr>
<td></td>
<td>□ □</td>
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<tr>
<td></td>
<td>□ □</td>
</tr>
</tbody>
</table>

*Note: For plans subject to ERISA, service with any Controlled Group Employer must be recognized in accordance with applicable ERISA provisions for purposes of eligibility and vesting.*
Part V – Compensation

23. **Compensation** (Section 1.10). A Participant's Compensation for Employer Contribution* allocation purposes means *(check one):*

(a)  □ Compensation as defined in the Base Plan Document.

Excluding the following *(check all exclusions that apply):*

□ No exclusions.
□ Overtime.
□ Bonuses.
□ Commissions.
□ Severance pay.
□ Holiday and vacation pay.
□ Reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits.
□ Other: _____

(b)  ☒ Alternative compensation definition *(please provide):* Compensation is defined as information required to be reported under Code Sections 6041 and 6051, and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation is defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d) and 6051(a)(3), and 6052.

Compensation must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation excludes overtime, bonuses, supplemental remuneration (compensation that is not part of the base salary, including, but not limited to stipends for project work, research, or other services provided by the employee in a capacity that is generally unrelated to his or her ordinary employment with Willamette, and compensation that is provided through "off-line" or "external" funds/resources), reimbursements or other expense allowances, fringe benefits (cash & non-cash), moving expenses, deferred compensation, and welfare benefits.

*Note: The above is to define "Compensation" for purposes of Employer Contributions only. Salary Reduction Contributions can only be made from Compensation as defined in Section 3.6 of the Base Plan Document, which generally does not permit contributions to be made from Compensation paid after Severance from Employment, with some exceptions.*
24. **Compensation Computation Period** (Sections 1.10 and 4.1). The period for measuring Compensation for Employer Contribution allocation purposes shall be *(check one)*:

- [x] The portion of the Plan Year a Participant is eligible for Employer Contributions.
- [ ] The Plan Year.

25. **Section 414(s) Compensation Computation Period** (Section 1.63). The period for measuring Section 414(s) Compensation for purposes of Employer Contributions shall be *(check one)*:

- [x] The portion of the Plan Year a Participant is eligible for Employer Contributions.
- [ ] The Plan Year.
Part VI – Employee Contributions

26. **Salary Reduction Contributions – Minimum Contribution** (Section 4.2). An Eligible Employee satisfying the Plan’s eligibility requirements may elect to make Salary Reduction Contributions subject to the following minimum contribution and/or maximum contribution requirement (check one):

- ☒ No minimum contributions.
- ☐ A minimum of ____% (may be no less than 1%) of their eligible compensation to a maximum of ____% (may be no more than 100%) of their eligible compensation.
- ☐ $200 minimum annual Salary Reduction Contribution.

27. **Salary Reduction Contributions – Bonus Option** (Section 4.2). If bonuses are included in Compensation, an Employee eligible to make Salary Reduction Contributions shall have such contributions based on any bonus payable to him or her determined based on his or her regular Salary Reduction Agreement. In addition, such Employee (check box below if applicable):

- ☐ May make a separate bonus-only Salary Reduction Agreement.

28. **Salary Reduction Contributions – Catch-Up Contributions**

**Age 50 Catch-Up Contributions** (Section 4.2(b)(i)). Participants in the Plan ☒ may ☐ may not (check one) make catch-up contributions (as permitted by Code section 414(v)).

**15 Year Special 403(b) Catch-Up Contributions** (Section 4.2(b)(ii)). Participants in the Plan who have completed at least 15 years of Service with a Participating Employer who is a “qualified organization” as defined under Treasury Regulation section 1.403(b)-4(c)(3)(ii), ☒ may ☐ may not (check one) make catch-up contributions (to the extent permitted by Code section 402(g)(7)).

29. **Salary Reduction Contributions – Changes to Salary Reduction Contributions** (Section 4.2).

(a) **Effective Date of Changes.** A Participant may sign a new Salary Reduction Agreement effective as of (check one):

- ☐ The next business day.
- ☒ The first day of the next payroll period.
- ☐ The first day of the next calendar month.
- ☐ The first day of the next calendar quarter.

(b) **Limit on Number of Changes.** A Participant may sign an unlimited number of Salary Reduction Agreements per Plan Year unless checked below (subject to the timing rules in subsection (a)) (check and complete if applicable):
Only _____ Salary Reduction Agreements per Plan Year.

30. **Salary Reduction Contributions – Reinstatement of Salary Reduction Contributions**
(Section 4.2).

(a) **Effective Date of Reinstatement.** A Participant may reinstate a Salary Reduction Agreement effective as of (check one):

☐ The next business day.
☒ The first day of the next payroll period.
☐ The first day of the next calendar month.
☐ The first day of the next calendar quarter.

(b) **Limit on Number of Reinstatements.** A Participant may reinstate his or her Salary Reduction Agreements an unlimited number of times per Plan Year unless checked below (subject to the timing rules in subsection (a)) (check and complete if applicable):

☐ Only _____ times per Plan Year.

31. **Voluntary After-Tax Contributions** (Section 4.2).

(a) **General Rule.** An Eligible Employee satisfying the Plan's eligibility requirements ☒ may ☐ may not (check one) elect to make voluntary after-tax contributions to the Plan.

(b) **Amount of Contributions.** A Participant's voluntary after-tax contributions are limited as follows (check all that apply):

☐ A maximum of ____% of his or her Compensation.
☐ A maximum of $_____
☐ Other: ______

32. **Mandatory Contributions** (Section 4.1).

(a) **General Rule.** A Participant ☒ shall ☐ shall not (check one) be required to make a mandatory contribution to the Plan determined as follows (check one):

☐ Equal to $_____ (or his or her actual Compensation, if less).
☒ Equal to (check all that apply):

☒ 1% of his or her Compensation.
☐ a maximum of $_____.

15
(b) Mandatory Contribution Requirements. Mandatory contributions are (check one if applicable):

☐ Conditioned on a one-time irrevocable election made by the Employee at the time of initial employment as to whether the Employee will make the required contribution to the Plan.

☒ A condition of employment (all Employees must make the required contribution to the Plan).

(Note: Salary Reduction Contributions may be subject to FICA even if mandatory.)

33. Rollover Contributions (Section 4.9).

(a) Direct Rollovers from Trustee to Trustee. Eligible Employees ☒ may ☐ may not (check one) make direct rollover contributions to the Plan and, if direct rollover contributions are permitted, will be accepted as follows (check all that apply):

☒ Pre-tax rollovers from eligible retirement plans described in Code section 401(a) or 403(a).
☒ Pre-tax rollovers from eligible retirement plans described in Code section 403(b).
☒ Pre-tax rollovers from governmental eligible deferred compensation plans described in Code section 457(b).
☒ Voluntary after-tax rollovers from eligible retirement plans described in Code section 401(a) or 403(a).
☒ Voluntary after-tax rollovers from other Code section 403(b) plans.

(b) Participant Rollovers (Other than Direct Rollovers) from Other Plans. Eligible Employees ☒ may ☐ may not (check one) make rollover contributions to the Plan and, if rollover contributions are permitted, rollover contributions will be accepted as follows (check all that apply):

☒ Pre-tax rollovers attributable to eligible retirement plans described in Code section 401(a) or 403(a).
☒ Pre-tax rollovers attributable to eligible retirement plans described in Code section 403(b).
☒ Pre-tax rollovers attributable to governmental eligible deferred compensation plans described in Code section 457(b).

(c) Participant Rollovers from IRAs. Eligible Employees ☒ may ☐ may not (check one) make rollover contributions to the Plan from individual retirement accounts or annuities described in Code section 408 that are eligible to be rolled over and would otherwise be includible in gross income.
(d) **Direct Rollovers.** For purposes of the direct rollover provisions of the Plan, the following will also be treated as Eligible Rollover Distributions in 2009 *(check one or none):*

- [x] 2009 RMDs and Extended 2009 RMDs (both as defined in the Plan).
- [ ] 2009 RMDs (as defined in the Plan) but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code section 401(a)(9)(H).

34. **Roth Deferrals and Rollovers** (Sections 4.9, 5.1, 5.3, and 5.5).

(a) A Participant [x] shall [ ] shall not *(check one)* be permitted to make Roth 403(b) Deferrals to the Plan.

(b) The Plan [x] shall [ ] shall not *(check one)* accept a direct rollover from another qualified Roth contribution program described in Code section 402A.

(c) **In-Plan Roth Conversion Contributions.** The Plan [ ] will [x] will not *(check one)* accept an In-Plan Roth Conversion Contribution to a designated Roth Account under the Plan as soon as administratively possible following an In-Plan Roth Conversion election made under the Plan and subject to any limitation under the Plan’s administrative guidelines.
Part VII – Automatic Enrollment

35. Salary Reduction Contributions – Eligible Automatic Enrollment Arrangements and Qualified Automatic Enrollment Arrangements (Sections 3.7 and 4.1).

The Sponsoring Employer may choose to apply Eligible Automatic Contribution Arrangement (EACA) rules, which provide rules for default Salary Reduction Contributions and generally permit, if the Sponsoring Employer so elects in the Adoption Agreement, distributions of these default contributions if the Eligible Employee changes his or her mind and chooses not to make a contribution within 90 days.

In addition, the Sponsoring Employer may choose to apply Qualified Automatic Contribution Arrangement (QACA) rules, which by requiring certain minimum default Salary Reduction Contributions and either a minimum nonelective contribution or minimum matching contribution, will also provide relief from the nondiscrimination requirements of Code section 401(m), known as the Actual Contribution Percentage or ACP test, with regard to such Employer Contributions.

(Choose one of (a) or (b) if desired, and complete the information in that section.)

(If the Sponsoring Employer wishes to apply automatic enrollment for Salary Reduction Contributions without applying either the EACA or QACA rules, see Item 36.)

☐ (a) The Plan will be an Eligible Automatic Contribution Arrangement (EACA) [under Code section 414(w)(3)], effective beginning <insert first day of the Plan Year EACA was originally effective (not prior to 2008). Exception permitted for new 403(b) features that will be effective for at least 3 months.>:

(i) Default Elective Deferral Percentage: The default percentage of Compensation to be contributed, unless the Participant elects otherwise, will be:

_____% (must be a uniform percentage within the meaning of Code section 414(w)(3)(B)).

The Default Elective Deferral Percentage will apply to:

☐ New Employees: Employees who have not met the eligibility requirements shall have Salary Reduction Contributions withheld in the amount of the Plan’s Default Elective Deferral Percentage upon entering the Plan.

This requirement is effective for Employees hired on or after _____.

☐ Current Employees: Employees who are eligible to participate but not deferring shall have Salary Reduction Contributions withheld in the amount of the Plan’s Default Elective Deferral Percentage.
This requirement is effective for Employees hired prior to _____.

☐ **Current Participants:** Current Participants who are deferring at a percentage less than the amount selected herein shall have Salary Reduction Contributions withheld in the amount of the Plan's Default Elective Deferral Percentage.

This requirement is effective for Employees who are Participants in the Plan as of _____.

☐ (ii) **Optional Increase in Deferral Percentage:** An Eligible Employee who has been automatically enrolled in the EACA shall have the Default Elective Deferral Percentage identified in paragraph (i) above remain in effect until the last day of the Plan Year in which the first Salary Reduction Contribution is made with respect to such Employee (the first contribution period). Each Plan Year thereafter, the Default Elective Deferral Percentage of each Eligible Employee shall increase as indicated below:

For the first Plan Year beginning after the first contribution period, the rate of Salary Reduction Contributions shall be ____ %.

For the second Plan Year beginning after the first contribution period, the rate of Salary Reduction Contributions shall be ____ %.

For the third and subsequent Plan Years beginning after the first contribution period, the rate of Salary Reduction Contributions shall be ____ %.

☐ (iii) **Permissible Withdrawal:** Employees may elect a permissible withdrawal from the Plan no later than 90 days after the date the first default Salary Reduction Contributions are deducted from the Employee's paycheck.

☐ (iv) **Coverage of EACA.** The Plan's EACA feature covers the following Eligible Employees [check all that apply]:

☐ Only those Eligible Employees who have not made an affirmative election and have been automatically enrolled.

☐ All Eligible Employees (including those who have made an affirmative deferral election). **Selecting this option will allow the Plan to be eligible for the six (6) month extension that applies to a distribution of [ACP test] Excess Aggregate Contributions for a Plan Year beginning on or after January 1, 2010.** This option requires the Employer to provide an annual EACA notice to ALL Eligible Employees.

☐ (b) The Plan will be a **Qualified Automatic Contribution Arrangement** (complete (i) and (ii)).
(i) **Qualified Salary Reduction Contribution Percentage.** The Qualified Percentage of Salary Reduction Contributions to be contributed, unless the Participant elects otherwise, shall be *(choose one of Minimum or Other Percentage):*

- **Minimum Percentage:**

  3% during the period ending on the last day of the first Plan Year which begins after the date on which the first Salary Reduction Contribution is made with respect to such Employee (the First Contribution Period);

  4% during the first Plan Year following the First Contribution Period;

  5% during the second Plan Year following the First Contribution Period; and

  6% during any subsequent Plan Year.

- **Other Percentage:**

  The Sponsoring Employer elects another Qualified Percentage as indicated below (Note: such percentage must be applied uniformly, cannot exceed 10%, and must be at least equal to the applicable Minimum Percentage described above *(describe other Qualified Percentage if elected)* and must increase to a minimum of 6%):

  _____% during the period ending on the last day of the Plan Year in which the first Salary Reduction Contribution is made with respect to such Employee (the First Contribution Period). *(Note: if this percentage is 3%, the First Contribution Period will be the period ending on the last day of the first Plan Year which begins after the date on which the first Salary Reduction Contribution is made with respect to such Employee):*

  _____% during the first Plan Year following the First Contribution Period;

  _____% during the second Plan Year following the First Contribution Period; and

  _____% during any subsequent Plan Year.

(ii) **Matching or Nonelective Contribution.**

To have a Qualified Automatic Contribution Arrangement, the Sponsoring Employer must elect either to provide a minimum matching contribution or a minimum nonelective contribution *(choose one below) *(please note that this election will override any contrary election under Part VIII of this Adoption Agreement):

- **(A) Basic Matching Contribution Formula**

  The Participating Employer shall make a matching contribution on behalf of *(choose one)*:
☐ each Eligible Employee

☐ each Eligible Employee who is NOT a Highly Compensated Employee

in an amount equal to 100% of the Salary Reduction Contributions of the Eligible Employee to the extent that such contributions do not exceed 1% of Compensation, plus 50% of such Compensation that exceeds 1% of Compensation but does not exceed 6% of Compensation.

☐ (B) **Other Matching Contribution Formula**

The Participating Employer shall make a matching contribution which must be at least equal to the matching contribution described above, and in addition must provide (i) that the rate of an Employer's matching contribution must not increase as an Employee's rate of Salary Reduction Contributions increases, and (ii) the aggregate amount of matching contributions at the rate of Salary Reduction Contributions is at least equal to the aggregate amount of matching contributions which would be made on the basis of the percentages in the basic matching contribution formula percentages provided above:

☐ (C) **Nonelective Contribution Formula**

The Participating Employer shall make nonelective contributions to the Plan on behalf of (choose one):

☐ each Eligible Employee

☐ each Eligible Employee who is NOT a Highly Compensated Employee,

and who is eligible to participate in the Plan, an amount equal to (choose one):

☐ 3%

_____% (must be more than 3)

of the Employee's Compensation, without regard to whether the Employee makes a Salary Reduction Contribution or a voluntary after-tax contribution.

(c) **Timing.** Employer Qualified Automatic Contribution Arrangement contributions, whether matching or nonelective, shall be determined (i.e., calculated) (check one):

☐ At the time Salary Reduction Contributions are contributed (i.e., payroll-based).

☐ Bi-weekly.

☐ Monthly.
Quarterly.

Semi-annually.

Annually.

Section (d) below, applies to both the EACA and QACA

(d) Corrective distributions in first 90 days. The Plan (check one): □ will □ will not allow Employees to elect a corrective distribution from the Plan within 90 days after the first automatic contribution with respect to the Employee pursuant to an Eligible Automatic Contribution Arrangement.

36. **Salary Reduction Contributions – Automatic Enrollment Not Satisfying the Eligible or Qualified Automatic Contribution Arrangement Rule** (Sections 3.5 and 4.2).

□ (a) An Eligible Employee automatically becomes a Participant in the Plan as follows (if applicable, check all that apply):

□ New Employees. New Employees shall have Salary Reduction Contributions withheld in the amount of _____% of Compensation or $____ upon entering the Plan.

□ Current Participants. Current Participants who are deferring at a percentage more than zero and less than the amount selected herein shall have Salary Reduction Contributions withheld in the amount of _____% of Compensation or $____.

□ Current Employees. Employees who are eligible to participate but not deferring shall have Salary Reduction Contributions withheld in the amount of _____% of Compensation or $____.

Note: Eligible Employees and Participants shall have the right to amend the stated automatic salary reduction percentage or receive cash in lieu of deferrals into the Plan.

□ (b) An Eligible Employee who has been automatically enrolled as indicated above shall have the specified percentage remain in effect for the period ending on the last day of the Plan Year in which the first Salary Reduction Contribution is made with respect to such Employee (the First Contribution Period). Each year thereafter the Eligible Employee shall have their Salary Reduction Contribution Percentage increased as indicated below:

_____% during the first Plan Year following the First Contribution Period;

_____% during the second Plan Year following the First Contribution Period; and

_____% during any subsequent Plan Year.
37. **Roth 403(b) Deferrals - Automatic Enrollment Not Satisfying the Eligible or Qualified Automatic Contribution Arrangement Rule** (Sections 3.5, 4.2 and 5.1).

☐ (a) An Eligible Employee automatically becomes a Participant in the Plan as follows *(if applicable, check all that apply)*:

☐ **New Employees.** Employees who have not met the eligibility requirements shall have Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____ upon entering the Plan.

☐ **Current Participants.** Current Participants who are deferring at a percentage more than zero and less than the amount selected herein shall have Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____.

☐ **Current Employees.** Employees who are eligible to participate but not deferring shall have Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____.

☐ (b) An Eligible Employee who has been automatically enrolled as indicated above shall have the specified percentage remain in effect for the period ending on the last day of the Plan Year in which the first Salary Reduction Contribution is made with respect to such Employee (the First Contribution Period). Each year thereafter the Eligible Employee shall have their Salary Reduction Contribution Percentage increased as indicated below:

____% during the first Plan Year following the First Contribution Period;

____% during the second Plan Year following the First Contribution Period; and

____% during any subsequent Plan Year.

38. **Salary Reduction Contributions and Roth 403(b) Deferrals - Automatic Enrollment Not Satisfying the Eligible or Qualified Automatic Contribution Arrangement Rule** (Sections 3.5, 4.2 and 5.1).

☐ (a) An Eligible Employee automatically becomes a Participant in the Plan as follows *(if applicable, check all that apply)*:

☐ **New Employees.** Employees who have not met the eligibility requirements shall have Salary Reduction Contributions withheld in the amount of ____% of Compensation or $____ and Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____ upon entering the Plan.

☐ **Current Participants.** Current Participants who are deferring at a percentage more than zero and less than the amount selected herein shall have Salary Reduction Contributions withheld in the amount of ____% of
Compensation or $___ and Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____.

☐ Current Employees. Employees who are eligible to participate but not deferring shall have Salary Reduction Contributions withheld in the amount of ____% of Compensation or $____ and Roth 403(b) Deferrals withheld in the amount of ____% of Compensation or $____.

Note: Employees and Participants shall have the right to amend the stated automatic Roth 403(b) Deferral and/or Salary Reduction Contribution percentage(s) or receive cash in lieu of deferral(s) into the Plan. If Items 37 or 38 permit Roth 403(b) Deferrals, Item 34 shall be deemed to have been elected to permit them.

☐ (b) An Eligible Employee who has been automatically enrolled as indicated above shall have the specified percentage remain in effect for the period ending on the last day of the Plan Year in which the first Salary Reduction Contribution is made with respect to such Employee (the First Contribution Period). Each year thereafter the Eligible Employee shall have their Salary Reduction Contribution Percentage increased as indicated below:

_____% during the first Plan Year following the First Contribution Period;

_____% during the second Plan Year following the First Contribution Period; and

_____% during any subsequent Plan Year.
Part VIII – Employer Contributions

39. **Employer Contributions – Entry/Enrollment Procedures** (Sections 3.1 and 3.5). For purposes of Participating Employer nonelective contributions, a Participant who is an Eligible Employee on the Entry Date first following the date on which he or she first satisfies the applicable participation requirements *(check one):*

☑ Shall become a Participant for purposes of employer nonelective contributions on such Entry Date.
☐ Shall not become a Participant for purposes of employer nonelective contributions until he or she complies with the enrollment procedures prescribed by the Plan Administrator.

40. **Employer Contributions – Matching Contributions** (Section 4.1).

(a) **Formulas.** Participant Salary Reduction Contributions shall be matched as elected below *(check one, if applicable):*

☐ Discretionary.
☐ At a rate of ____% of the first ____% of each Participant's Compensation that is contributed by the Participant to the Plan.
☐ Based on the following age-weighted or service-weighted formula:

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<th>Age Bracket</th>
<th>Weight</th>
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☐ Other: ______.

*Note: Each age or service bracket must satisfy the nondiscrimination requirements of the Code to the extent applicable.*

(b) **Timing.** Except as provided in the "Allocation Requirements" item of this Adoption Agreement, employer matching contributions shall be determined *(i.e., calculated) *(check one):*

☐ At the time Salary Reduction Contributions are contributed *(i.e., payroll-based).*
☐ Bi-weekly.
☐ Monthly.
☐ Quarterly.
☐ Semi-annually.
☐ Annually.
(c) **Annualization Option**. *(Do not complete if employer matching contributions are made annually.)* Employer matching contributions ☐ shall ☐ shall not *(check one, if applicable)* be annualized as of the end of each Plan Year.

*Note: If no election is made, employer matching contributions will not be annualized.*

(d) **Match on Age 50 Catch-Up Contributions**. Catch-up Salary Reduction Contributions pursuant to Code section 414(v) shall *(check one)*:

- ☐ Be matched.
- ☐ Not be matched.

41. **Employer Contributions – Nonelective Contributions** *(Section 4.1)*. Unless otherwise elected below, the Participating Employer’s contribution for a Plan Year shall be allocated to the Accounts of eligible Participants in the same ratio that the Participant’s Compensation bears to the total Compensation of all Participants in the Plan.

(a) **Formulas.** Employer nonelective contributions shall be made at the following rate *(check one, if applicable)*:

- ☐ Discretionary.
- ☐ _____% of each eligible Participant's Compensation.
- ☐ _____% of each eligible Participant's Compensation up to the Social Security Taxable Wage Base for the calendar year in which the Plan Year commences and _____% of the eligible Participant's Compensation in excess of the Social Security Taxable Wage Base. The Social Security Taxable Wage Base is the contribution and benefit base in effect under Section 230 of the Social Security Act for the applicable calendar year. ☐ Other: _____.

(b) **Timing.** Except as provided in the "Allocation Requirements" item of this Adoption Agreement, Participating Employer nonelective contributions shall be determined *(i.e., calculated)* *(check one)*:

- ☐ Bi-weekly.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.

42. **Employer Contributions – Separate Participating Employers – Discretionary Contributions** *(Section 4.1)*. A Participating Employer ☐ may ☐ may not *(check one)* make discretionary contributions *(matching and/or nonelective)* in the amount and at the time elected by the Participating Employer, in its sole discretion. Contributions pursuant to this item shall be subject to the "Allocation Requirements" item of this Adoption Agreement.
43. **Allocation Requirements** (Section 4.1).

(a) **Annual Employer Matching Contributions.** If a Participating Employer matching contribution is to be made annually, the following rules shall apply *(check all that apply)*:

☐ Not applicable. Plan uses Elapsed Time.
☒ Not applicable. None of the below rules apply or Plan does not provide for matching contributions.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with a Year of Service (1,000 Hours of Service) during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with a Year of Service (1,000 Hours of Service) during the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with at least _____ *(please provide – not to exceed 1,000 hours)* Hours of Service during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with at least _____ *(please provide – not to exceed 1,000 hours)* Hours of Service during the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.

(b) **Annual Employer Nonelective Contributions.** If a Participating Employer nonelective contribution is to be made annually, the following rules shall apply *(check all that apply)*:

☐ Not applicable. Plan uses Elapsed Time.
☒ Not applicable. None of the below rules apply or Plan does not provide for nonelective contributions.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with a Year of Service (1,000 Hours of Service) during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with a Year of Service (1,000 Hours of Service) during the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with at least _____ *(please provide – not to exceed 1,000 hours)* Hours of Service during the Plan Year.
☐ No contributions shall be made for a Plan Year for any Participant who is not credited with at least _____ *(please provide – not to exceed 1,000 hours)* Hours of Service during the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.
No contributions shall be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year.

No contributions shall be made for a Plan Year for any Participant who is not an Employee on the last day of the Plan Year unless such Participant dies, retires, or incurs a Disability during the Plan Year.

44. **ACP Safe Harbor Plan Election** (Section 4.1).

**Note:** This item is to elect the matching contribution safe harbor of Code section 401(k)(12). For an election to satisfy the Qualified Automatic Contribution Arrangement (QACA) safe harbor of the Pension Protection Act of 2006, see item 35. In addition, this item is not applicable if the Plan is sponsored by a church (within the meaning of Code section 3121(w)(3)), state government, or local government.

(a) The Plan ✕ is ☐ is not (check one) an ACP safe harbor plan.

(b) If the Plan is an ACP safe harbor plan, the Plan shall provide the following (check one):

☐ Employer matching contributions equal to 100% of each Participant's Salary Reduction Contributions (up to 3% of the Participant's Compensation), employer matching contributions equal to 50% of each Participant's Salary Reduction Contributions (for the next 2% of the Participant's Compensation), and notices as required by Code section 401(k)(12)(D).

☒ Employer non-elective contributions equal to 3% of each Participant's Compensation and notices as required by Code section 401(k)(12)(D).

**Note:** The conditions of a safe harbor election described in this subsection (b) shall supersede any inconsistent election under this Adoption Agreement.

(c) Timing. Employer safe harbor contributions shall be determined (i.e., calculated) (check one):

☒ At the time Salary Reduction Contributions are contributed (i.e., payroll-based).

☐ Bi-weekly.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

(d) **Employer Safe Harbor Matching Contributions - Annualization Option.** (Do not complete if employer safe harbor matching contributions are made annually.)

Employer safe harbor matching contributions ☐ shall ☐ shall not (check one, if applicable) be annualized as of the end of each Plan Year.

**Note:** If no election is made, employer safe harbor matching contributions will not be annualized.
Part IX – Vesting and Forfeitures

45. **Vesting Schedule** (Section 6.1).

*Note: Participants are always fully vested in amounts (including earnings) attributable to any Salary Reduction Contributions, voluntary after-tax contributions, mandatory contributions, rollover contributions, Qualified Nonelective Contributions, or safe harbor contributions pursuant to the "ACP Safe Harbor Plan Election" item of this Adoption Agreement. In addition, matching contributions and nonelective contributions used to satisfy the Qualified Automatic Contribution Arrangement (QACA) requirements if elected under this Adoption Agreement must be vested after no more than two Years of Vesting Service.*

(a) **Employer Matching Contribution Vesting Schedule** – Amounts in a Participant’s Employer Contribution Account attributable to Participating Employer matching contributions shall vest as follows *(check one, if applicable):*

- □ 100% immediate vesting.
- □ 100% cliff vesting after one Year of Vesting Service.
- □ 100% cliff vesting after two Years of Vesting Service.
- □ Three-year cliff vesting:

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<tr>
<td>1 but less than 2</td>
<td>0%</td>
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<tr>
<td>2 but less than 3</td>
<td>0%</td>
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<tr>
<td>3 or more</td>
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- □ Six-year graded vesting:

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<th>Nonforfeitable Percentage</th>
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<tr>
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<tr>
<td>2 but less than 3</td>
<td>20%</td>
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<tr>
<td>3 but less than 4</td>
<td>40%</td>
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<td>4 but less than 5</td>
<td>60%</td>
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<td>5 but less than 6</td>
<td>80%</td>
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<td>6 or more</td>
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Other:

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<th>Years of Vesting Service</th>
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Note: If the Plan is subject to ERISA, the vesting schedule for Participating Employer contributions must be at least as favorable as three-year cliff vesting or six-year graded vesting.

(b) Employer Nonelective Contribution Vesting Schedule - Amounts in a Participant's Employer Contribution Account attributable to Participating Employer nonelective contributions shall vest as follows (check one, if applicable):

- [ ] 100% immediate vesting.
- [ ] 100% cliff vesting after one Year of Vesting Service.
- [ ] 100% cliff vesting after two Years of Vesting Service.
- [ ] Three-year cliff vesting:

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<tr>
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<td>2 but less than 3</td>
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<tr>
<td>3 or more</td>
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- [ ] Six-year graded vesting:

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<td>Less than 2</td>
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<td>2 but less than 3</td>
<td>20%</td>
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<td>3 but less than 4</td>
<td>40%</td>
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<td>4 but less than 5</td>
<td>60%</td>
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<td>5 but less than 6</td>
<td>80%</td>
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<td>6 or more</td>
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Other:

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Note: If the Plan is subject to ERISA, the vesting schedule for Participating Employer contributions must be at least as favorable as three-year cliff vesting or six-year graded vesting.

46. **Method for Determining Years of Vesting Service** (Section 1.73). Years of Vesting Service shall be determined (check one):

- [ ] Not applicable. All contributions are fully vested.
- [x] Using the Elapsed Time service crediting method.
- [ ] Using an Hours of Service-based service crediting method. A Year of Vesting Service will be credited upon completion of ____ Hours of Service. A Year of Vesting Service may not be less than one (1) Hour of Service nor greater than 1,000 hours. If left blank, the Plan will use 1,000 hours.

46a. **Calculation of Hours of Service** (Section 2.1). Hours of Service under the Plan, for vesting purposes, are calculated as follows (check one):

- [x] Not applicable. Plan uses Elapsed Time service crediting method, or has no service requirement or less than one Year of Eligibility Service is required (and Hours of Service are not utilized).
- [ ] Based on actual hours worked (as determined under the general rule set forth in DOL Regulation section 2530.200b-2).
- [ ] Using an equivalency based on periods of employment that credits Hours of Service at a rate of (check one):
  - [ ] 10 Hours of Service for each day in which an Employee would otherwise be credited with an Hour of Service (days worked basis).
  - [ ] 45 Hours of Service for each week in which an Employee would otherwise be credited with an Hour of Service (weeks worked basis).
  - [ ] 95 Hours of Service for each semi-monthly payroll period in which an Employee would otherwise be credited with an Hour of Service (semi-monthly payroll period basis).
  - [ ] 190 Hours of Service for each month in which an Employee would otherwise be credited with an Hour of Service (monthly basis).

47. **Determination Period for Vesting Service** (Section 1.73). Years of Vesting Service are determined as follows (check one):
48. **Forfeiture of Years of Vesting Service** (Section 6.2). All Years of Vesting Service under the Plan are counted for vesting purposes unless one of the following forfeiture rules is checked in the third or fourth box below (check one):

- [ ] Not applicable. Plan counts all Years of Vesting Service.
- [ ] Not applicable. All contributions are fully vested.
- [x] Forfeited on the date an individual incurs five consecutive one-year Breaks in Service.
- [ ] Based on the following rule: _____.

*Note: If the Plan is subject to ERISA, it must apply a forfeiture rule consistent with applicable ERISA requirements.*

49. **Reinstatement of Years of Vesting Service** (Section 6.2). Years of Vesting Service under the Plan are reinstated as follows (check one):

- [ ] Not applicable. Plan counts all Years of Vesting Service.
- [x] Not applicable. All contributions are fully vested.
- [ ] On the date an Employee is reemployed and completes an Hour of Service with a Controlled Group Employer if such Hour of Service is completed prior to the date on which the Employee incurs five consecutive one-year Breaks in Service.
- [ ] Based on the following rule: _____.

*Note: If the Plan is subject to ERISA, it must apply a forfeiture rule consistent with applicable ERISA requirements.*

50. **Forfeiture of Employer Contribution Account** (Section 6.3). Upon a Severance from Employment, any portion of a Participant's Employer Contribution Account in which he or she does not then have a Vested Interest shall be forfeited as provided under Section 6.3 of the Base Plan Document, unless otherwise elected below (check one):

- [x] Not applicable. All contributions are fully vested.
- [ ] Based on the following rule: _____.

*Note: If the Plan is subject to ERISA, it must apply a forfeiture rule consistent with applicable ERISA requirements.*
51. **Use of Forfeitures** (Section 6.5). Forfeitures will first be used to restore Plan forfeitures to Participants' Accounts. Any remaining forfeitures will be used as follows (*number each item in order of use)*:

- [ ] Not applicable. All contributions are fully vested.
- [ ] Pay Plan expenses.
- [ ] Used to reduce future Participating Employer contributions to the Plan.
- [ ] Reallocated to other Participants in proportion to Compensation, subject to applicable Code limits.

52. **Service with an Unrelated Predecessor Employer** (Section 1.64). Service with an unrelated predecessor employer for vesting purposes is (*check one)*:

- [ ] Not recognized under the Plan.
- [ ] The Plan will recognize Service for vesting purposes with all unrelated predecessor employers.
- [ ] Recognized, but only for the following unrelated predecessor employers (*provide employer name)*:

---

*Note:* For plans subject to ERISA, service with any Controlled Group Employer must be recognized in accordance with applicable ERISA provisions for purposes of eligibility and vesting.
Part X – Retirement Date

53. **Retirement Date** (Section 1.54).

(a) **Normal Retirement.**

(i) **Normal Retirement Age.** A Participant attains his or her Normal Retirement Age as of *(check one):*

- [ ] The Participant's 65th birthday.
- [x] The Participant's 59 1/2 birthday.
- [ ] The later of the Participant's 65th birthday and his or her completion of _____ Years of Vesting Service.
- [ ] The later of the Participant's _____ birthday and completion of _____ Years of Vesting Service.

(ii) **Normal Retirement Date shall be *(check one):***

- [x] As of the date the Participant attains Normal Retirement Age.
- [ ] As of the first day of any month that coincides with or immediately follows the Participant's attainment of Normal Retirement Age.

*Note: As a general rule, a normal retirement age under a plan should be an age that is not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. A normal retirement age of 62 or later is deemed to be so reasonably representative.*

(b) **Early Retirement.** A Participant attains his or her early Retirement Date as of the first day of any month prior to the Participant's normal Retirement Date that coincides with or immediately follows *(check one):*

- [ ] The Participant's _____ birthday.
- [ ] The later of the Participant's _____ birthday and completion of _____ Years of Vesting Service.
- [x] Not applicable. The Plan does not provide for an early Retirement Date.
Part XI – Withdrawals

54. **Pre-Retirement Date Withdrawals from the Employee Contribution Account**
(Section 9.1).

(a) **Triggering Events – Amounts Held in a Custodial Account and/or Post-1988 Contributions Held in an Annuity Contract.** A withdrawal prior to the Participant’s Retirement Date is permitted from the portion of a Participant's Employee Contribution Account (i) held in a custodial account and (ii) amounts accrued after December 31, 1988 held in an annuity contract, upon the Participant's (check all that apply):

- ✗ Attainment of age 59-1/2.
- ✗ Severance from Employment.
- ✗ Death.
- ✗ Becoming disabled (within the meaning of Code section 72(m)(7)).
- ✗ Incurring a hardship (as defined in Item 58).
- ✚ Not applicable. No pre-Retirement Date withdrawals are permitted from (i) amounts held in a custodial account and (ii) amounts accrued after December 31, 1988 held in an annuity contract.

(b) **Triggering Events – Pre-1989 Amounts Contributed to an Annuity Contract.** A withdrawal prior to the Participant’s Retirement Date is permitted from the portion of a Participant's Employee Contribution Account accrued as of December 31, 1988 and originally contributed to an annuity contract, upon the Participant's (check all that apply):

- ✚ Not applicable. No pre-Retirement Date withdrawals are permitted from pre-1989 amounts originally contributed to an annuity contract.
- ✗ Permitted for any reason.
- ✗ Attainment of age 59-1/2.
- ✗ Severance from Employment.
- ✗ Death.
- ✗ Becoming disabled (within the meaning of Code section 72(m)(7)).
- ✗ Incurring a hardship (as defined in Item 58).
55. **Pre-Retirement Date Withdrawals from the Employee Voluntary After-Tax Contribution Account** (Section 9.1).

(a) **Triggering Events – Employee Voluntary After-Tax Contribution Account.** A withdrawal prior to the Participant’s Retirement Date is permitted from a Participant’s Employee Voluntary After-Tax Contribution Account upon the Participant’s *(check all that apply):*

- [ ] Not applicable. Plan does not allow voluntary after-tax contributions.
- [ ] Permitted for any reason.
- [ ] Not applicable. No pre-Retirement Date withdrawals are permitted from a Participant’s Employee Voluntary After-Tax Contribution Account.
- [ ] Attainment of age 59-1/2.
- [ ] Severance from Employment.
- [ ] Death.
- [ ] Becoming disabled *(within the meaning of Code section 72(m)(7))*.
- [ ] Incurring a hardship *(as defined in Item 58).*

56. **Pre-Retirement Date Withdrawals from the Employer Contribution Account** (Section 9.1).

(a) **Triggering Events – Employer Contribution Account.** A withdrawal prior to the Participant’s Retirement Date is permitted from a Participant’s Employer Contribution Account upon the Participant’s *(check all that apply):*

- [ ] Permitted for any reason. *Note: this selection only pertains to Employer Contributions invested in an annuity contract issued prior to January 1, 2009.*
- [ ] After the ____ anniversary of the date the Employee became a Participant in the Plan *(must be not earlier than the second anniversary).*
- [ ] After a fixed number of ____ Plan Years during which the Employee has been a Participant in the Plan *(must be no less than two).*
- [ ] Attainment of age 59-1/2.
- [ ] Severance from Employment.
- [ ] Death.
- [ ] Becoming disabled *(within the meaning of Code section 72(m)(7)).*
- [ ] Incurring a hardship *(as defined in Item 58).* *Note: Hardship withdrawals are not permitted from post-1988 Employer Contributions originally invested in a custodial account.*
- [ ] Not applicable. No pre-Retirement Date withdrawals are permitted from a Participant’s Employer Contribution Account.

57. **Pre-Retirement Date Withdrawals from Rollover Accounts** (Sections 9.1 and 9.3).

(a) **Triggering Events – Rollover Accounts.** A withdrawal prior to the Participant’s Retirement Date is permitted from a Participant's Rollover Account upon the Participant’s *(check all that apply):*

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58. **Hardship Standard** (Section 9.2).

A “hardship” shall be determined under the (check one):

(a) ☒ Safe Harbor Rules. The "Safe Harbor" hardship withdrawal rules set forth under Code section 401(k). The following rules shall apply:

(i) A hardship may not be in excess of the immediate and heavy financial need of (choose one):

   ☒ the Participant, or

   ☐ the Participant or the Participant's designated Beneficiary under the Plan.

(ii) An immediate and heavy financial need will be deemed to exist only under circumstances promulgated by the Internal Revenue Service.

(iii) The Participant must obtain all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by his or her Participating Employer.

(iv) The Participant's Salary Reduction Contributions, Roth 403(b) Deferrals, and voluntary after-tax contributions under this Plan and all other qualified and nonqualified deferred compensation plans maintained by his or her Participating Employer will be suspended for six months from the date of receipt of the distribution.

*Note:* In general, safe harbor withdrawals are allowed for the following reasons:

- unreimbursed medical expenses
- purchase of principal residence
- tuition for the next 12 months
- to prevent eviction or foreclosure
- unreimbursed burial or funeral expenses
- unreimbursed expenses for repair of property damage to your principal residence that qualifies for the casualty loss deduction under Code section 165.
However, under no circumstances may safe harbor withdrawals be made by a Participant on behalf of a primary beneficiary under the Plan except, if the Plan so allows, for expenses described in Treasury Regulation section 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition and burial/funeral expenses, respectively).

(b) □ Safe Harbor Rules, with Additional Immediate and Heavy Financial Need Criteria. The Safe Harbor hardship withdrawal rules set forth under Code section 401(k), as described above, except that an “immediate and heavy financial need” means the circumstances set forth in the Safe Harbor, and the following:

(c) □ “Non-Safe Harbor” Rules. The following set of rules, rather than the “Safe Harbor” rules, shall apply:

Note: In lieu of relying on the Safe Harbor (i.e., you selected (b) or (c) above), you will need to take steps to assure that a hardship exists and that the Participant’s financial need may not be met from other sources that are reasonably available to the Participant based on all the facts and circumstances.

59. **Loans to Participants** (Section 9.6).

(a) The Plan □ does □ does not (check one) permit loans.

(b) Loan payments □ will □ will not (if loans are permitted, check one) be suspended under the Plan as permitted under Code section 414(u) in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994.

Note: The Plan requires the adoption of a separate written document (loan policy document) setting forth the requirements of the loan program.
Part XII – Distributions, Exchanges and Transfers

60. **Standard Benefit Form** (Sections 7.1, 7.2, 7.6, 9.7 and 9.8).

(a) **ERISA Plans.** The standard (default) benefit form is a *(check one):*

- **X** Lump sum. If this option is selected:
  
  (i) A Participant's default Beneficiary will be his or her Spouse unless the Spouse provides consent as described in Section 7.6 of the Plan.
  
  (ii) A Participant's election of an optional life annuity form of benefit will be subject to spousal consent as described in Section 7.6 of the Plan.
  
  (iii) The standard form of payment for any death benefits will be a lump sum.

- **☐** Qualified joint and survivor annuity (if married) or a single life annuity (if single). The standard form of qualified joint and survivor annuity is a *(check one):*

  - **☐** 100% qualified joint and survivor annuity.
  - **☐** 75% qualified joint and survivor annuity.
    
    [If you elect either the 100% or 75% qualified joint and survivor annuity option, you will be deemed to have elected in addition to offer an optional benefit form of a 50% qualified joint and survivor annuity under item 60.]
  - **☐** 66-2/3% qualified joint and survivor annuity.
  - **☐** 50% qualified joint and survivor annuity.
    
    [If you elect either the 66-2/3% or 50% qualified joint and survivor annuity option, you will be deemed to have elected in addition to offer an optional benefit form of a 75% qualified joint and survivor annuity under item 61.]

(b) **Non-ERISA Plans.**

The standard (default) benefit form is a *(check as applicable):*

- **☐** Lump sum. No spousal consent to a non-spousal Beneficiary is required.
  
- **☐** Lump sum; provided that if this option is elected, a Participant's default Beneficiary will be his or her Spouse unless the Spouse provides consent as described in Section 7.6 of the Plan.

- **☐ (i)** Qualified joint and survivor annuity (if married) or a single life annuity (if single). The standard form of qualified joint and survivor annuity is a *(check one):*

  - **☐** 100% qualified joint and survivor annuity.
  - **☐** 75% qualified joint and survivor annuity.
61. **Optional Distribution Forms** (Sections 7.2, 8.1 and 9.8). The Plan provides for the following optional distribution forms (check all that apply):

- ☐ Lump sum payment.
- ☒ 50% joint and survivor annuity.
- ☒ 66-2/3% joint and survivor annuity.
- ☒ 75% joint and survivor annuity.
- ☒ 100% joint and survivor annuity.
- ☐ Life annuity with no period certain option.
- ☐ Life annuity with a period certain option of any number of years between five (5) and twenty (20) years, inclusive.
- ☐ Fixed period certain annuity option for any number of years between five (5) and twenty (20) years, inclusive (no benefits will be paid after the end of the fixed period).
- ☒ Installment payment.
- ☒ Flexible payment option for a Participant who has terminated employment, in an amount elected by the Participant from time to time. The Participant may make supplemental withdrawals or cancel the option and elect another form at any time.
- ☐ All optional forms listed above.

Note: All payment options under this item are subject to the limitations imposed by the IRS minimum required distribution requirements described in Sections 7.3 and 7.4.

62. **Small Sum Cashouts** (Sections 7.10 and 11.12).

(a) Application of Cashout Rules (check one):

- ☐ The Plan shall not make involuntary cashouts to any terminated vested Participants, unless required by law.
- ☐ The Plan may make involuntary cashout distributions of account balances of terminated vested Participants of $1,000 or less.
- ☒ The Plan may make involuntary cashout distributions of account balances of terminated vested Participants of $1,000 or less. Amounts that are above $1,000 but are not more than $5,000, will be subject to the applicable automatic IRA rollover requirements of Code section 401(a)(31)(B).
(b) Inclusion/Exclusion of Rollover Account for $5,000 cashout rule (check one if applicable):

If the $5,000 cashout limit is selected above, amounts held in a Participant's Rollover Account ☒ are ☐ are not (check one) disregarded for purposes of applying the small sum cashout rules.

Note: The portion of the distribution attributable to a rollover contribution is subject to the automatic IRA rollover requirements of Code section 401(a)(31)(B) for accounts of more than $1,000 and up to $5,000, even if that amount is excludable from the determination of whether the present value of the nonforfeitable accrued benefit exceeds $5,000.

63. **Minimum Required Distribution Rules** (Sections 7.3 and 7.4). A Participant's required beginning date is (check one):

- ☒ April 1 of the calendar year following the later of the calendar year in which he or she attains age 70-1/2 or retires.
- ☐ April 1 of the calendar year following the calendar year in which he or she attains age 70-1/2.

64. **In-Service Transfers with Other Plans** (Sections 4.10, 4.11 and 4.13).

(a) **Incoming Transfers.** Eligible Employees ☒ may ☐ may not (check one) make transfers to the Plan from another Section 403(b) Plan, whether or not a plan of a Controlled Group Employer (subject to the rules and requirements set forth in such plans).

(b) **Outgoing Transfers While In-Service -- Other 403(b) Plan of a Controlled Group Employer.** Eligible Employees ☐ may ☒ may not (check one) make transfers from the Plan to another Section 403(b) Plan while in-service to a Section 403(b) Plan of another Controlled Group Employer (subject to the rules and requirements set forth in such plans).

(c) **Outgoing Transfers -- Purchase of Permissive Service Credit.** Eligible Employees ☐ may ☒ may not (check one) make transfers from the Plan to a governmental defined benefit plan for purposes of purchasing permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to the receiving defined benefit governmental plan of a prior refund to which Code section 415 does not apply by reason of Code section 415(k)(3), subject to the rules and requirements set forth in such plans.
Part XIII – Benefits on Death

65. **Benefit Payments Commencing After Death** (Section 8.1).

   (a) **ERISA Plans.** The standard (default) form of benefit for surviving Spouse Beneficiaries is (check one):

   □ A 50% qualified pre-retirement survivor annuity equal to 50% of the Vested Value of the Participant’s Account. The remainder of the Participant’s Vested Value in his or her Account shall be distributed in an optional form of benefit elected by the applicable Beneficiary.

   □ A 100% qualified pre-retirement survivor annuity equal to 100% of the Vested Value of the Participant’s Account.

   ✗ A lump sum. *Note: Regardless of any other election made under this item, this lump sum option shall automatically apply if a lump sum is chosen under Item 60(a).*

   (b) **Non-ERISA Plans.** Distributions commencing after the death of a Participant shall be paid (check one):

   □ Pursuant to the same rules applicable to a Plan subject to ERISA.  
   *Note: If this option is elected, you must also complete subsection (a) of this item.*

   □ As a lump sum to the Participant’s Beneficiary that is equal to the Vested Value of the Participant’s Account.

   □ Pursuant to the following rule:

Part XIV – Miscellaneous

66. **Sick Leave Payout Upon Retirement**

   ✗ Notwithstanding any provision of the plan that provides otherwise, and to the extent permitted by law, staff of Willamette University may receive a one-time contribution to the Plan of up to $5,000 upon retirement. Such contribution is based on sick leave accumulation of over 520 hours and a formula as defined in University policy (sick leave balance minus 520 hours divided by three times the employee’s final hourly pay rate to a maximum of $5,000, subject to service requirements). This Article should not be construed to provide any guarantees of continuation of this benefit should such benefits be discontinued under the separate University policy that establishes this benefit.
Execution

By executing this Adoption Agreement, we, the Sponsoring Employer, adopt the Plan for the benefit of our Employees. Our elections and specifications contained in this Adoption Agreement and the terms, provisions and conditions provided in the Diversified Retirement Corporation Tax Deferred Annuity Retirement Plan Base Plan Document constitute our Plan. No other plan document may be used with this Adoption Agreement.

We further understand and acknowledge that:

- Diversified Retirement Corporation and any insurance company(ies) issuing any group contract funding the Plan are not parties to our Plan and shall not be responsible for any tax or legal aspects of our Plan. We assume responsibility for these matters.
- We have counseled, to the extent necessary, with selected legal and tax advisors.
- The obligations of Diversified Retirement Corporation and any insurance company(ies) shall be governed solely by the provisions of their contracts and policies; there is no requirement that they look into any action taken by the Plan Administrator or us and they shall be fully protected in taking, permitting or omitting any action on the basis of our actions.
- Diversified Retirement Corporation and any insurance company(ies) shall incur no liability for carrying out our actions as directed by the Plan Administrator or us.
- Diversified Retirement Corporation and any insurance company(ies) shall be under no obligation to update this Adoption Agreement or the Diversified Retirement Corporation Tax Deferred Annuity Retirement Plan Base Plan Document for any subsequent changes in applicable law.
- We are obligated to comply with the claims review procedures set forth in Section 11.7 of the Plan.

IN WITNESS WHEREOF, the Sponsoring Employer has caused this Adoption Agreement to be executed by a duly authorized representative this 10th day of August, 2012.

Attest: Willamette University
Name of Sponsoring Employer

By: 

Title: VP for Financial Affairs
Execution by Other Participating Employers
(Attach Additional Pages as Necessary)

Participating Employer #1

Attest: 

Name of Participating Employer

By: 

Title:

Participating Employer #2

Attest: 

Name of Participating Employer

By: 

Title:

Participating Employer #3

Attest: 

Name of Participating Employer

By: 

Title:
Appendix A

Prior Plan Provisions

This page should be completed if a prior plan contains provisions not found in the Plan Document, or where a Participating Employer wishes to document transactions or historical provisions of the Participating Employer's Plan.

1. **Plan Provision:** The Plan previously did not exclude any classes of employees from making salary deferral contributions. The Plan previously excluded temporary faculty and staff.

   **Effective Date:** January 1, 2012

2. **Plan Provision:** The Plan previously had an Employer matching contribution that matched 10% of a participant's compensation based on the participant's 1% mandatory after-tax contribution in the Plan.

   **Effective Date:** January 1, 2012

3. **Plan Provision:** The Plan previously had a Normal Retirement Age of 65.

   **Effective Date:** January 1, 2012

4. **Plan Provision:** The Plan previously restricted in-service withdrawals so that only rollover contributions were available and there was not a hardship withdrawal provision in the Plan.

   **Effective Date:** January 1, 2012

5. **Plan Provision:** The Standard Benefit Form in the Plan was 50% Joint & Survivor Annuity and the Qualified Pre-Retirement Survivor Annuity ("QPSA") was 50%. The Plan now has Lump Sum as the Standard Benefit Form and the QPSA is 100% (automatic default for Lump Sum Plans).

   **Effective Date:** January 1, 2012

6. **Plan Provision:** Plan Merger January 1, 2012

   Effective January 1, 2012, all Participants under the Willamette University Supplemental Retirement Plan on December 31, 2011, will hereby become Participants under the Willamette University Defined Contribution Retirement Plan;
Effective January 1, 2012, or as soon as administratively feasible thereafter, the Willamette University Defined Contribution Retirement Plan will hereby accept the transfer of the total account balance of each Participant’s Account from the Willamette University Supplemental Retirement Plan to the Willamette University Defined Contribution Retirement Plan.

One result of this merger will be the acceptance of Roth deferral contributions and Roth rollover contribution in this Plan (Willamette University Defined Contribution Retirement Plan) to match the provision of the Willamette University Supplemental Retirement Plan. The provisions associated with these contributions will be the same as salary deferral contributions and rollover contributions in this Plan (respectively).

Effective Date: January 1, 2012

7. Plan Provision: Additional Articles from Prior Plan

ARTICLE I
DISABILITY PLAN CONTRIBUTIONS

Notwithstanding any provision of the plan that provides otherwise, and to the extent permitted by law, contributions may be made to the Plan pursuant to benefits under the University’s Long Term Disability plan as part of a retirement contribution replacement benefit within such plan. Such contributions will be made to the extent that such benefits continue to be provided under this separate plan. This Article should not be construed to guarantee the continuance of such benefits under the Long Term Disability plan.

ARTICLE II
CONTINUED PARTICIPATION WHILE UNDER VOLUNTARY SEVERANCE AGREEMENT

Notwithstanding any provision of the plan that provides otherwise, and to the extent permitted by law, each employee who elects to terminate employment pursuant to Willamette University’s Voluntary Severance Arrangement Guidelines, as maintained by the Employer and available through the Human Resources Department, shall continue to participate in this plan to the extent he or she receives post-severance compensation pursuant to a Voluntary Severance Agreement.
ARTICLE III
SICK LEAVE PAYOUT UPON RETIREMENT

Notwithstanding any provision of the plan that provides otherwise, and to the extent permitted by law, staff of the University may receive a one-time contribution to the Plan of up to $5,000 upon retirement. Such contribution is based on sick leave accumulation of over 520 hours and a formula as defined in University policy (sick leave balance minus 520 hours divided by three times the employee’s final hourly pay rate to a maximum of $5,000, subject to service requirements). This Article should not be construed to provide any guarantees of continuation of this benefit should such benefits be discontinued under the separate University policy that establishes this benefit.

Effective Date: January 1, 2012
Appendix B

Base Plan Document Modifications

This Appendix B should be used to identify provisions in the Base Plan Document that have been modified to accommodate unique provisions of the Plan.

1. Article: I, Section: 1.17, Provision: Disability

2. Article: , Section: , Provision:

3. Article: , Section: , Provision:

4. Article: , Section: , Provision:

5. Article: , Section: , Provision:
403(b) Plan Vendor List ("Vendor List")

Date: January 1, 2012

Account No.: TT069446
Employer Name: Willamette University
403(b) Plan Name: Willamette University Defined Contribution Retirement Plan

I. List all vendors that currently hold assets of the Plan referenced above:

Diversified Retirement Corporation and/or Transamerica Financial Life Insurance Company

American Funds
Standard Insurance
Vanguard
Calvert
TIAA-CREF
VALIC

II. List all vendors that are approved to receive plan contributions and contract exchanges for the Plan referenced above:

Diversified Retirement Corporation and/or Transamerica Financial Life Insurance Company

The Plan Sponsor is responsible for keeping the Vendor List up-to-date and providing a new Vendor List to Diversified Retirement Corporation as necessary.

Plan Sponsor Signature: ___________________________  Date: 8-10-12
THIS SPECIMEN LOAN POLICY DOCUMENT (LPD) HAS BEEN PREPARED BY DIVERSIFIED SOLELY AS A GUIDE FOR THE EMPLOYER’S ATTORNEY AND IS, OF COURSE, SUBJECT TO HIS OR HER LEGAL REVIEW AND ADVICE.


Note: This Loan Policy Document applies only to loans processed through Diversified Retirement Corporation, except as otherwise specified herein.
LOAN POLICY DOCUMENT
TABLE OF CONTENTS

1. Steps in Authorizing a Loan
2. Procedures for Applying for a Loan
3. The Basis Upon Which a Loan Will Be Approved or Denied
4. Conditions and Limitations of a Loan
5. Repayment of a Loan
6. Procedures for Determining a Reasonable Effective Rate of Interest on a Loan
7. Collateral Which May Secure a Loan
8. Events Constituting a Default on a Loan and Steps to Preserve Plan Assets in Such Event
9. Glossary

Attachment A

Attachment B
NAME OF PLAN: Willamette University Defined Contribution Retirement Plan

LOAN POLICY DOCUMENT

The following features of this loan program including the provisions outlined in Attachment A and Attachment B, shall be effective as of January 1, 2012. Unless otherwise specified, the terms and provisions of this Loan Policy Document are applicable solely to Plan loans processed through Diversified Retirement Corporation (“Diversified”). If permitted, loans processed through other service providers will be subject to the terms and provisions of the other service provider’s loan documents and investment options from where the loans originate.

1. Steps in Authorizing a Loan

   The Plan Administrator (or his representative) is authorized to approve a cash loan to be made to a Participant from his Participant’s account, provided such Participant has made a proper loan request (as set forth in Attachment B) and the loan request satisfies all of the requirements under this Loan Policy Document and the Plan.

2. Procedures for Applying for a Loan

   An Active Participant, a Prior Participant who is a Party in Interest or beneficiary who is a Party in Interest, may apply for a loan by making a proper loan request to the Plan Administrator or his authorized representative which

   (a) has been signed by the spouse, if any, within the 180 day period prior to the making of the loan (unless pursuant to the Plan, spousal consent is not required because the total vested account balance is $5,000 or less), and

   (b) has been witnessed by a notary public or Plan representative, if spousal consent is required.

   (Note: Items (a) and (b) only apply to defined contribution plans which are subject to the Qualified Joint and Survivor rules.)

   If a request for an additional loan is submitted prior to repayment of an existing loan, the request shall be treated as a separate loan in all respects, subject to the limitations on the maximum loan amount and number of outstanding loans permitted under the Plan, as set forth in this Loan Policy Document.

   If elected in Attachment B, a Participant will be permitted to roll over the unpaid balance of a plan loan from a previous employer’s plan (“prior plan”), provided that the promissory note from the prior plan is duly assigned to the Plan. Such rollover loan will be treated as an existing loan to the extent provided in Attachment B.

   If elected in Attachment B, Participants who became employees as a result of a corporate merger or acquisition will be permitted to transfer the unpaid balance of all plan loans from the previous employer’s plan (“prior plan”), provided that the promissory note(s) from the prior plan is duly assigned to the Plan. Such transferred loan(s) will be treated as an existing loan and shall not be subject to the number of loans limitation in section 4 below.

3. The Basis Upon Which a Loan Will Be Approved or Denied

   A loan shall be made on a reasonably equivalent, uniform and nondiscriminatory basis for all eligible individuals in similar circumstances at the time the loan is authorized. Former Participants, including those who have left funds on deposit with the Plan, are eligible to apply for a new loan as permitted in Attachment B.
A loan made on behalf of either a Prior Participant or beneficiary, who is a Party in Interest, may be offered under different terms and conditions than those offered to Active Participants. Such terms and conditions, if any, shall be set forth in Attachment B and shall be based on factors that are legally considered by commercial entities in the business of making similar loans.

4. **Conditions and Limitations of a Loan**

The Plan Administrator (or his representative) shall authorize a loan to a Participant subject to the following conditions and limitations:

(a) Restrictions for the use of loan funds, if any, will be established and set forth in Attachment B. Such restrictions may include reasons of hardship as described in the Plan, college or educational expenses, home purchase expenses, medical expenses or other reasonable limitations.

(b) A minimum loan amount will be established and set forth in Attachment A. In no event may the amount of such loan exceed the lesser of (1) $50,000 reduced by the highest outstanding loan balance incurred by the Participant during the 12-month period ending on the day before the date on which the loan was made or (2) 50% of the value of the vested interest in the Participant’s Plan account that is serviced by Diversified. In some instances, however, there may be restrictions on the contribution types and investment options that may be used for loans. The contribution types that may be used for loans and investment option restrictions, if any, are set forth in Attachment A. When determining whether a loan amount exceeds the maximum loan amount herein set forth, the outstanding balance of all loans to a Participant hereunder, including loans which during the past 12 months are fully pre-paid at any time after issuance, shall be considered. For the purpose of the preceding limitation, all loans from all plans of the Employer and the entities aggregated with the Employer under Sections 414(b), 414(c), 414(m) and 414(o) of the Code are aggregated.

(c) The number of loans permitted during any 12 consecutive month period shall be established and set forth in Attachment A. Notwithstanding the foregoing, a loan which during the past 12 months is issued and fully pre-paid at any time after issuance shall be taken into account for purposes of determining the number of loans available.

(d) The number of outstanding loans permitted at any one time shall be established and set forth in Attachment A.

(e) The repayment period from the date a loan is made shall be for a period of one year, two years, three years, four years or five years, as negotiated at the time the loan is made. However, the five-year repayment limitation of Code Section 72(p) shall not apply to a loan that is used to acquire a dwelling unit which is to be, within a reasonable time, the principal residence of the eligible Participant (“principal residence purchase loan”). In such case, the Plan Administrator shall establish a reasonable repayment period in increments of one year, when the loan is negotiated. The basis on which principal residence purchase loans are to be approved or denied will be set forth in Attachment B.

(f) If elected in Attachment B, loan repayments will be suspended while a Participant is on authorized military service leave of absence as provided in Code Section 414(u)(4). The suspension can be for periods longer than one year and will not cause the loan to be treated as a Deemed Taxable Distribution, as long as (i) loan repayments resume upon completion of the military service; (ii) the payments resume thereafter by amortization in substantially level payments which are not less in amount than the amount required under the terms of the original loan over a period that ends not later than the “Latest Permissible Term of a Loan” as defined in this document; and (iii) the loan is fully paid (including interest that accrues during the period of military service) by the Latest
Permissible Term of a Loan (generally the end of the period equal to the original loan period plus the period of the military leave).

(g) If elected in Attachment B, loan repayments will be suspended while a Participant is on authorized non-military leave, not longer than one year, either without pay from the Employer or at a rate of pay (after applicable employment tax withholding) that is insufficient to cover the loan repayments. The suspension will not cause the loan to be treated as a Deemed Taxable Distribution, as long as (i) loan repayments resume upon the completion of such leave, or, if earlier, after the first year of leave; (ii) the payments resume in substantially level payments which are not less in amount than the amount required under the terms of the original loan; and (iii) the loan (including interest that accrues during the leave of absence) is fully paid by the Latest Permissible Term of a Loan.

(h) The loan shall be withdrawn from, and charged against the Participant’s Plan account that is serviced by Diversified as described in Attachment A. Amounts so charged against the Participant’s Plan account will not share in investment gains or losses until such amounts are repaid and credited back to the Participant’s account in the Plan.

(i) No loan will be made on or after the date of termination of the Plan.

5. Repayment of a Loan

Participants shall be provided with coupons to submit with their quarterly repayments by the prescribed due dates. Participants shall make payment by submitting a money order, certified check or bank check to Diversified Retirement Corporation (Diversified) or if permitted by the Plan Administrator, Participants may make payments via electronic funds transfer. Each payment shall be equal to the sum of: (a) a portion of the interest payable on the remaining principal, (b) an installment payment of the loan principal and (c) a proportion of the annual 3% loan administrative charge.

A Former Participant, if permitted in Attachment B, or a Prior Participant or beneficiary who is a Party in Interest shall make loan repayments to Diversified in such a manner as determined by the Plan Administrator in Attachment B. Loan repayments shall be no less frequently than once each quarter nor more frequently than once each month, unless otherwise agreed to by Diversified. Each payment shall be equal to the sum of: (a) a portion of the interest payable on the remaining principal, (b) an installment payment of the loan principal and (c) a proportion of the annual 3% loan administrative charge.

After the deduction from each Participant’s loan repayment of a proportion of the 3% annual loan administrative charge, the remaining portion of each repayment (inclusive of interest) shall be allocated to the Participant’s account in accordance with the investment elections for the appropriate contributions in effect at the time of repayment.

In no event may any portion of such repayment be treated as a new or current contribution made by the individual.

In the event a Participant or beneficiary who is a Party in Interest chooses to prepay a loan in full, such prepayment shall be subject to the Plan Administrator’s consent. However, when an Active Participant terminates employment with an outstanding loan balance, or the Plan terminates, the Plan Administrator’s consent to prepayment is not required.
6. **Procedures for Determining a Reasonable Effective Rate of Interest on a Loan**

The annual effective loan interest rate shall be not less than the prevailing rate of interest charged on similar commercial loans by persons in the business of lending money and shall be determined by the Plan Administrator (or his representative) in accordance with procedures set forth in Attachment B.

Such determination shall be made on a nondiscriminatory basis for: (a) all Active Participants in similar circumstances at the time the loan is authorized and (b) those Prior Participants and beneficiaries who are Parties in Interest in similar circumstances at the time the loan is authorized. Notwithstanding the foregoing, unless the Participant provides a proper waiver, the loan interest rate on a loan taken prior to the commencement of military service leave shall be no more than 6% compounded annually during any period that a Participant is on military service leave.

7. **Collateral Which May Secure a Loan**

A loan shall be secured by an equivalent lien on the Participant’s non-forfeitable interest in the Plan that is serviced by Diversified at the time of the loan.

8. **Events Constituting a Default on a Loan and Steps to Preserve Plan Assets in Such Event**

A loan made pursuant to the Plan’s loan program shall be considered in default and treated as a Deemed Taxable Distribution if any of the following occurs and there is not a distributable event under the provisions of the Plan:

(a) the borrower does not make a loan repayment by: (1) the end of the calendar quarter following the quarter in which such payment was due, or (2) the maturity date of the loan, whichever comes first, or

(b) the borrower goes on authorized leave of absence (as specified in Attachment B) with reduced or insufficient pay to cover the loan repayments, and fails to resume loan repayments at the end of the Plan’s authorized leave of absence period, or

(c) a lien is made against the loan collateral.

A loan made pursuant to the Plan’s loan program shall be considered in default and treated as an Offset Taxable Distribution if:

(d) the borrower dies, or

(e) the borrower terminates employment with the Employer and either: (i) does not voluntarily pay off the entire unpaid balance of the loan and all interest owing thereon within a reasonable amount of time as determined by the secured party but not sooner than 15 days from the date he terminates employment and not later than the date in 8(a) above or (ii) fails to continue to make scheduled loan repayments, if permitted in Attachment B, or

(f) an event as described above under a Deemed Taxable Distribution occurred and the Participant is eligible for a distributable event under the provisions of the Plan.

To the extent permitted by the Code, upon the occurrence of any event constituting default, the Plan Administrator may foreclose on the Loan Note and attach the Participant’s (or beneficiary’s) security for the loan to the extent necessary to satisfy the amount in default. However, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan.

If elected in Attachment B, a Former Participant will be permitted to roll over the unpaid balance of a loan from this Plan to a successor employer’s plan (“successor plan”), provided that the promissory note from this Plan is duly assigned to the successor plan.
9. **Glossary**

**Deemed Taxable Distribution:** A Deemed Taxable Distribution generally results due to the failure to make scheduled loan repayments in accordance with the terms of the loan. The deemed distribution is treated as a distribution only for tax purposes and does not result in a distribution or reduction of the Participant’s account.

**Latest Permissible Term of a Loan:** The latest permissible term of a loan is the latest date permitted under Code Section 72(p)(2)(B) (i.e., five years from the date of the loan for a non-residence loan or, for principal residence purchase loans, the period stated in Attachment B). For employees that go on military leave, the applicable latest permissible term may be extended by the period of military service leave.

**Offset Taxable Distribution:** An Offset Taxable Distribution is an actual distribution from the Plan which, in accordance with the terms of the loan, reduces a Participant’s account in order to repay the outstanding loan balance. This generally happens when a Participant terminates employment or when a distributable event has occurred under the terms of the Plan.

**Participant:** As used in this Loan Policy Document, means an “Active Participant”, a “Former Participant” or a “Prior Participant” who is a “Party in Interest” (as defined in Section 3(14) of the Employee Retirement Income Security Act of 1974 (ERISA)) to the Plan.

“Active Participant” means any individual who is participating in the Plan in accordance with its provisions.

“Former Participant” means any individual who has been an Active Participant but who is no longer employed by the Employer and who still has a Participant’s account in the Plan.

“Prior Participant” means any Former Participant who is a Party in Interest.

Any active employee who has a Participant’s account in the Plan (and such account is serviced by Diversified) shall be eligible to apply for a loan under the same terms and conditions as an eligible Active Participant (described above) and shall be considered a Participant for purposes of this Loan Policy Document. Administration of this loan program, where it involves military reservists, shall be in accordance with applicable law.

**Party in Interest:** As to this Plan, means any individual or entity described in Section 3(14) of ERISA, including, among others: (a) the Employer, (b) any employee, officer, director or 10% or more shareholder of the Employer, (c) a service provider to the Plan or (d) a fiduciary, counsel or employee of the Plan. Generally, an employee will cease to be a Party in Interest when his service as an employee is terminated, unless the former employee satisfies the Party in Interest definition via some other category, (e.g., the former employee remains a 10% or more shareholder of the Employer whose employees are covered by such plan; he remains a fiduciary to the Plan, etc.).

**Plan Administrator:** The person or persons authorized by the Employer to administer the Plan’s loan provision.

By: [Signature]

Title: VP for Financial Affairs

Date: 8-10-12

Employer: Willamette University
Attachment A

1. The minimum loan amount is $1,000.

2. A loan may be made from all contribution sources.

3. The number of outstanding loans that a Participant can have at one time is 2. All loans that are transferred to this Plan as a result of a merger or acquisition will be grandfathered and will count towards the total number of outstanding loans. If, as a result of a merger or acquisition, the total number of outstanding loans for a Participant exceeds the number of outstanding loans that a Participant can have (as previously noted) the Participant will be prohibited from initiating a new loan until the total number of outstanding loans (including those transferred to this Plan as a result of the merger or acquisition) is less than the number previously noted. A loan that has been treated as a Deemed Taxable Distribution will continue to count as an outstanding loan until such amount is offset (reduced) from the Participant’s account or paid in full.

4. Minimum number of months between loans is 0. A loan which is issued during this period and which is fully pre-paid (at any time after issuance) shall be taken into account for purposes of determining the number of loans available.

5. An annual 3% loan administrative charge will be deducted proportionately from each repayment.

6. The loan amount will be withdrawn from the Participant’s Plan account that is serviced by Diversified on a pro-rata basis from all eligible Contribution Types and investment options.*

*Note: The Contribution Types and investment options are subject to those offered under the Employer’s Plan. Assets invested in the Schwab Personal Choice Retirement Account® and the Secure Path for Life Account, if applicable, are available for determining the loan limitations in accordance with Section 4(b) of the Loan Policy Document, but such assets are not eligible for liquidation for loans.

Account No.: TT069446

Employer: Willamette University
Attachment B

1. Participants may request loans by the following method:
   - ✗ Calling Diversified’s Toll Free number and properly authorizing such request
   - ☐ Submitting a signed and completed loan application to the Plan Administrator
   - ☐ Submitting a signed and completed loan application to Diversified
   - ✗ Initiating and properly authorizing a loan request via Diversified Direct’s Web page

2. Different terms and conditions of a loan for Prior Participants or beneficiaries, who are Parties in Interest: N/A

   (ex: repayment basis, interest and terms based on creditworthiness and financial need)

   Note: These terms and conditions should be based on factors that are legally considered by commercial entities in the business of making similar loans.

3. Restrictions for the use of funds for loans, if any, are:
   N/A
   (ex: hardship reasons, college or educational expenses, home purchase expenses)

4. The basis on which principal residence purchase loans will be approved or denied:
   Loans for a principal residence may not exceed 10 years.

   (ex: loans for a principal residence may not exceed 15 years)

5. The loan interest rate will be determined in accordance with the following procedures:
   The loan interest rate is the Prime rate, as stated in the Wall Street Journal, plus 1%. Any changes to the Prime rate will be reflected on the next business day.

6. Loan repayments ☐ will ☐ will not be suspended while a Participant is performing service in the Uniformed services as provided in Code Section 414(u)(4).

7. For leaves of absence not due to military service, loan repayments ✗ will be suspended for 1 year (may not exceed 1 year) ☐ will not be suspended while a Participant is on authorized leave either without any pay from the Employer or at a rate of pay (after income and employment tax withholding) that is insufficient to cover the loan repayments.

8. (a) A Former Participant ✗ is ☐ is not permitted to continue to make scheduled loan repayments.
   
   (b) A Former Participant ☐ is ☐ is not permitted to initiate a new loan as referenced under item 3.

9. Loan repayments from Prior Participants or beneficiaries who are Parties in Interest and Former Participants, if permitted in 8. above, or by Participants who are on leave of absence and whose loan repayments have not been suspended during such leave, must be made by:

   Check applicable boxes:
   - ✗ Money Order
   - ✗ Certified Check
   - ☐ Bank Check

10. If permitted by the plan loan administrators of the transferor plan and this Plan, Participants ☐ will ✗ will not be permitted to roll over the unpaid balance of a plan loan from a previous employer’s plan.
11. If permitted by the plan loan administrators of a successor employer's plan and this Plan, Participants □ will ☑ will not be permitted to roll over the unpaid balance of a plan loan from this Plan to a successor employer's plan.

12. Participants who became employees as a result of a corporate merger or acquisition ☑ will □ will not be permitted to transfer the unpaid balance of a plan loan from the previous employer's plan to this Plan.

13. Participants who have an outstanding deemed distributed loan are not permitted to initiate a new loan unless the Employer agrees to allow loan repayments to be made through payroll deductions.

Account No.: TT069446
Employer: Willamette University
THIS SPECIMEN PLAN AMENDMENT HAS BEEN PREPARED BY
DIVERSIFIED RETIREMENT CORPORATION SOLELY AS A GUIDE FOR
THE EMPLOYER'S ATTORNEY AND IS, OF COURSE, SUBJECT TO HIS OR
HER LEGAL REVIEW AND ADVICE.

IN ADOPTING THE PLAN AMENDMENT CERTAIN FORMAL STEPS SHOULD
BE TAKEN TO CONFIRM THE VALIDITY AND EFFECTIVE DATE OF SUCH
ADOPTION. AS A GENERAL RULE, IT IS ADVISABLE TO RECORD IN THE
MINUTES OF A MEETING OF THE EMPLOYER'S BOARD OF DIRECTORS A
BRIEF SUMMARY OF THE ACTION TAKEN WITH RESPECT TO THE PLAN
AMENDMENT AS WELL AS A RECITATION OF THE ADOPTION DATE AND
THE EFFECTIVE DATE, IF DIFFERENT. THE ULTIMATE RESPONSIBILITY,
OF COURSE, FOR THE TIMELY AND PROPER ADOPTION OF THE PLAN
AMENDMENT RESTS WITH THE EMPLOYER AND ITS ATTORNEY.
DIVERSIFIED RETIREMENT CORPORATION

TAX DEFERRED ANNUITY RETIREMENT PLAN

This Base Plan Document is to be used in conjunction with the Diversified Retirement Corporation Tax Deferred Annuity Retirement Plan Adoption Agreement.

This Plan Document should only be used by an organization eligible to establish a tax deferred annuity plan under Section 403(b) of the Internal Revenue Code.

This Plan Document is an important legal document. You should consult with your attorney on whether or not it accommodates your particular situation (including any applicable state or local laws), and on its tax and legal implications. Diversified Retirement Corporation does not and cannot provide legal or tax advice. The Base Plan Document and Adoption Agreement are intended purely as sample documents for use by your attorney in preparing your tax deferred annuity plan.

These documents contain a number of provisions that are optional for government and church plans not subject to ERISA.
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INTRODUCTION

The purpose of the Plan is to provide retirement income benefits to employees of the Participating Employer through group annuity contracts and/or mutual funds. The Plan is intended to be a plan described in Code section 403(b).

This Plan document is effective as of the Effective Date.

The Plan consists of the provisions set forth in this Base Plan Document and its related Adoption Agreement.
ARTICLE I

DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. The masculine construction pronoun where appearing in this Plan shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Where appropriate, words used in the singular include the plural and the plural includes the singular. The words "hereof", "herein", "hereunder" and other similar compounds of the word "here" shall mean and refer to this entire Plan, not to any particular provision or section.

1.1 Account

"Account" means the total of the subaccounts maintained by the applicable Funding Agent to record the interest of a Participant or Beneficiary in the Plan, including, to the extent applicable, the Employee Contribution Account, the Employee Voluntary After-Tax Contribution Account, the Employer Contribution Account, the Rollover Account and the Roth 403(b) Deferral Account. Separate subaccounts within one of these subaccounts may be established to the extent necessary to protect any benefits, rights, or features attaching to certain Employer Contributions under ERISA or the Code. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account shall be established for each Beneficiary. A separate Account may also be established for an alternate payee under a Qualified Domestic Relations Order. References to a Participant's Account shall include the Beneficiary's Account after the death of the Participant or the alternate payee's account if established under a Qualified Domestic Relations Order.

1.2 Adoption Agreement

"Adoption Agreement" means the accompanying document which sets forth certain Plan specifications and together with this Base Plan Document forms the Plan.

1.3 Anniversary Year

"Anniversary Year" means the 12 consecutive month period commencing on the date the Employee first completes an Hour of Service for the Participating Employer or a Controlled Group Employer, or any anniversary thereof.

1.4 Annuity Starting Date

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or another form and not the actual date of payment. A Participant may have different Annuity Starting Dates for his or her Account Value as of December 31, 1986 and for amounts added to this Account thereafter either as contributions or earnings.
1.5 **Beneficiary**

"Beneficiary" means the person or persons designated as such (or if the Participant fails to make such designation, his or her surviving Spouse, if any, or if none, his or her estate) by a Participant by written notice filed with a Funding Agent in the form and manner prescribed by it.

If a married Participant desires to designate anyone other than his or her Spouse as the Beneficiary of his or her Account, to the extent required by ERISA or the Adoption Agreement, such designation shall require the consent (in accordance with the provisions of Section 7.6) of the Participant's Spouse.

1.6 **Board**

"Board" means the governing body of the Sponsoring Employer or a committee of the governing body, authorized by, and acting on behalf of, the governing body.

1.7 **Break in Service**

"Break in Service" means as follows:

(a) With respect to Plans applying the hours counting method of counting Service, an Anniversary Year during which an Employee does not complete more than 500 Hours of Service with a Controlled Group Employer.

(b) With respect to Plans applying the Elapsed Time method of counting Service, a Period of Severance from a Controlled Group Employer of 12 consecutive months or more.

1.8 **Childrearing Absence**

"Childrearing Absence" means any period of absence of an Employee:

(a) By reason of the pregnancy of such Employee;

(b) By reason of the birth of a child of such Employee;

(c) By reason of the placement of a child with such Employee in connection with the adoption of such child by such Employee; or

(d) For purposes of caring for such child for a period beginning immediately following such birth or placement.

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

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

1.10 Compensation

"Compensation" means Section 414(s) Compensation, except Compensation shall be limited to cash wages and payments. In addition, "Compensation" may be further limited by certain exclusions, as set forth in the Adoption Agreement. Alternatively, an Employer may elect to use a different definition of Compensation as set forth in the Adoption Agreement.

To the extent required by Code section 403(b)(12)(A)(i), the annual Compensation of each Participant taken into account under the Plan for such Plan Year shall not exceed the amount set forth in Code section 401(a)(17) in effect as of the beginning of the Determination Period beginning in such calendar year. If the Determination Period consists of fewer than 12 months (for example, in the case of a short Plan Year), the Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the Determination Period, and the denominator of which is 12. If a Plan determines Compensation on a period of time that contains fewer than 12 calendar months, then the annual Compensation limit is an amount equal to the annual Compensation limit for the calendar year in which the Compensation period begins multiplied by the ratio obtained by dividing the number of full months in the period by 12.

1.11 Contracts

"Contracts" mean any nontransferable contract or contracts as defined in Code section 403(b)(1) issued by the Insurance Company to the Participating Employer to fund benefits under the Plan.

1.12 Contribution Limit

"Contribution Limit" means the limit on "annual additions" under Code section 415(c), including, without limitation and to the extent applicable, Code sections 415(c)(3)(E), 415(c)(7) and 415(k)(4). The Contribution Limit for any calendar year shall be based on the Limitation Year ending with or within such calendar year and on Includible Compensation. Employer nonelective contributions for a former Employee following a Severance from Employment must not exceed the limitation of Code section 415(c)(1) up to the lesser of the dollar amount in Code section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly compensation during his or her most recent year of service.
1.13 **Controlled Group Employer**

"Controlled Group Employer" means a Participating Employer and any of the following:

(a) Any corporation which is a member of a controlled group of corporations which includes a Participating Employer, determined under the provisions of Code section 414(b);

(b) Any trade or business (whether or not incorporated) which is under common control (as defined in Code section 414(c)) with a Participating Employer;

(c) Any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code section 414(m)) which includes a Participating Employer; and

(d) Any other entity required to be aggregated with a Participating Employer pursuant to Treasury Regulations under Code section 414(o).

A corporation, trade or business, or other organization shall be treated as a Controlled Group Employer only for such period or periods during which it is a member of the controlled group, under common control, a member of an affiliated service group, or otherwise required to be aggregated with a Participating Employer.

The determination of whether a Participating Employer is a Controlled Group Employer shall be made in accordance with Treasury Regulation section 1.414(c)-5, or in the case of a governmental plan within the meaning of Code section 414(d) or a church plan within the meaning of Code section 414(e), IRS Notices 89-23 and 96-64, and any other subsequent guidance from the Internal Revenue Service to the extent applicable.

1.14 **Custodian**

"Custodian" means any bank or trust company satisfying the requirements of Code section 401(f)(2) which invests accounts in regulated investment companies pursuant to Code section 403(b)(7).

1.15 **DOL Regulation**

"DOL Regulation" means the temporary and final regulations published by the Department of Labor under ERISA.

1.16 **Determination Period**

"Determination Period" means the period, not exceeding 12 months, over which Compensation is determined.
1.17 Disability

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

1.18 Diversified

"Diversified" means Diversified Retirement Corporation. In any provision of the Plan providing for the insulation of Diversified from liability, the term Diversified shall also include any affiliates of Diversified Retirement Corporation.

Diversified Retirement Corporation is a servicing entity (service provider) for all recordkeeping and administrative functions of Transamerica Financial Life Insurance Company (formerly known as AUSA Life Insurance Company, Inc.) and MONY group annuity contracts that do not transfer to Transamerica Financial Life Insurance Company.

1.19 Effective Date

"Effective Date" means the date specified in the Adoption Agreement.

1.20 Elapsed Time

"Elapsed Time" means a method of determining an Employee's entitlement under the Plan with respect to eligibility to participate, and/or vesting, which is not based on the Employee's completion of a specified number of Hours of Service during a consecutive 12 month period, but rather with reference to the total period of time which elapses during which the Employee is employed by a Participating Employer or a Controlled Group Employer.

1.21 Elective Deferral Limit

"Elective Deferral Limit" means the limit on elective deferrals under Code section 402(g), including, without limitation and to the extent applicable, Code section 402(g)(7). The Elective Deferral Limit does not apply to catch-up contributions made pursuant to Code section 414(v).

1.22 Eligible Automatic Contribution Arrangement

"Eligible Automatic Contribution Arrangement" means an arrangement which meets the requirements of an eligible automatic contribution arrangement under Code section 414(w)(3).
1.23 **Eligible Employee**

"Eligible Employee" means an Employee satisfying the requirements set forth in the Adoption Agreement, and shall not include any person who is not recorded on the employment and payroll records of a Participating Employer as a common law employee.

For purposes of clarification only and not to imply that the preceding paragraph would otherwise cover such person, it is expressly intended that individuals not treated as common law employees by a Participating Employer on its employment and payroll records, including, but not limited to, those individuals recorded as independent contractors, working pursuant to an employee leasing arrangement, or working under any other non-employee or non-payroll classification, are to be excluded from Plan participation even if a court, regulatory body, or administrative agency determines that any such individuals are common law employees of a Participating Employer.

Notwithstanding the foregoing, a minister described in Code section 414(e)(5)(A) shall be treated as an Eligible Employee to the extent provided in the Adoption Agreement.

1.24 **Employee**

"Employee" means any person who is employed by a Participating Employer as a common law employee.

This definition is not applicable unless the Employee's compensation for performing services for the Participating Employer is paid by the Participating Employer. Further, a person occupying an elective or appointive public office is not an Employee performing services for a public school as a Participating Employer 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 or local government.

1.25 **Employee Voluntary After-Tax Contribution Account**

"Employee Voluntary After-Tax Contribution Account" means the subaccount of a Participant's Account which holds voluntary after-tax contributions made by a Participating Employer on behalf of such Participant pursuant to Section 4.2(c), and any earnings thereon.

1.26 **Employee Contribution Account**

"Employee Contribution Account" means the subaccount of a Participant's Account which holds contributions (including catch-up contributions described in Code section 414(v)) made by a Participating Employer on behalf of such Participant pursuant to Section 4.2(a) and (b) and any earnings thereon.
1.27  **Employer Contribution**

"Employer Contribution" means a contribution made pursuant to Section 4.1.

1.28  **Employer Contribution Account**

"Employer Contribution Account" means the subaccount of a Participant's Account which holds contributions made by a Participating Employer on behalf of such Participant pursuant to Section 4.1, and any earnings thereon.

1.29  **Entry Date**

"Entry Date" means the date set forth in the Adoption Agreement on which an Eligible Employee may commence participation in the Plan for purposes of Employer Contributions.

1.30  **ERISA**

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

1.31  **Fiduciary**

"Fiduciary" means any person to the extent that he or she:

(a) Exercises any discretionary authority or discretionary control with respect to management of the Plan or exercises any authority or control with respect to management or disposition of its assets;

(b) Renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan, or has any authority or responsibility to do so; or

(c) Has any discretionary authority or discretionary responsibility in the administration of the Plan.

Such term includes persons designated by fiduciaries named in the Plan to carry out fiduciary responsibilities under the Plan.

1.32  **Funding Agent**

"Funding Agent" means any Insurance Company from which a Participating Employer purchases Contracts or any Custodian with which a Participating Employer enters into an agreement to fund benefits hereunder.
1.33 Highly Compensated Employee

"Highly Compensated Employee" means an Eligible Employee who has satisfied the Plan's eligibility requirements in Article III hereof and who:

(a) Was a 5-percent owner at any time during the year or the preceding year; or

(b) For the preceding year:

(i) Had compensation as defined in Code section 414(q)(4) from Controlled Group Employers in excess of $80,000 (as adjusted under Code section 415(d)); and

(ii) If elected by the Sponsoring Employer, was in the top paid group of employees, as defined in Code section 414(q)(3), during such year.

1.34 Hour of Service

"Hour of Service" means Hour of Service as defined in Section 2.1.

1.35 Includible Compensation

"Includible Compensation" means an Employee's compensation received from a Participating Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code section 911) for the most recent period that is a year of service as defined in Code section 403(b)(4). Includible Compensation for a minister who is self-employed means the minister's earned income as defined in Code section 401(e)(2) (computed without regard to Code section 911) for the most recent period that is a year of service as defined in Code section 403(b)(4). Includible Compensation does not include any compensation received during a period when the Participating Employer is not an eligible employer described in Code section 403(b)(1)(A)(i), (ii), or (iii). Includible Compensation also includes any elective deferral or other amount contributed or deferred by the Participating Employer at the election of the Employee that would be includible in the gross income of the Employee but for the rules of Code sections 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). The amount of Includible Compensation is determined without regard to any community property laws. A former Employee who has had a Severance from Employment shall be deemed to have monthly Includible Compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. The amount of the monthly Includible Compensation shall be equal to one twelfth of the former Employee's Includible Compensation during the former Employee's most recent year of service as defined in Code section 403(b)(4).
1.36 Insurance Company

"Insurance Company" means any insurance company qualified to issue annuity contracts under applicable state law from which a Participating Employer obtains Contracts.

1.37 Investment Funds

"Investment Funds" mean the investment funds which are annuity contracts described in Code section 403(b)(1) or custodial accounts described in Code section 403(b)(7) approved by the Sponsoring Employer and the Plan Administrator and accepted by Diversified for investment of Plan assets.

1.38 Limitation Year

"Limitation Year" means the Plan Year unless the Sponsoring Employer elects otherwise in the manner required by the Internal Revenue Service and indicates as such in the Adoption Agreement.

1.39 Month of Service

"Month of Service", in the case of a plan applying the Hours of Service method of counting service, means any month during which an Employee is credited with at least one Hour of Service with a Participating Employer or a Controlled Group Employer. "Month of Service", in the case of a plan applying the Elapsed Time method of counting service, means a whole month of Service as determined under Section 1.64.

1.40 Mutual Fund

"Mutual Fund" means any regulated investment company or companies, as defined in Code section 403(b)(7)(C), with which a Participating Employer enters into an agreement to fund benefits under the Plan.

1.41 Non-Highly Compensated Employee

"Non-Highly Compensated Employee" means an Eligible Employee who has satisfied the Plan's eligibility requirements in Article III hereof and who is not a Highly Compensated Employee.

1.42 Non-Controlled Group Employer

"Non-Controlled Group Employer" means a Participating Employer that is not a Controlled Group Employer of another Participating Employer. A Participating Employer may be a Controlled Group Employer with one or more Participating Employers but may be a Non-Controlled Group Employer with another one or more Participating Employers.
1.43 Normal Retirement Age

"Normal Retirement Age" is the age set forth in the Adoption Agreement at which an Employee becomes fully vested and is eligible to retire and receive benefits under the Plan.

1.44 Participant

"Participant" means any individual who at the time of any determination hereunder is participating in the Plan in accordance with the provisions of Article III of the Plan. An individual shall cease to be a Participant at such time as he or she no longer has any interest in Accounts hereunder. An "Active Participant" shall mean a Participant in the employ of a Participating Employer.

1.45 Participating Employer

"Participating Employer" means the Sponsoring Employer and any other organizations indicated in the Adoption Agreement (and any successor by merger, consolidation or otherwise) that is an employer described in Code section 403(b)(1)(A)(i), (ii), or (iii) and that adopts this Plan in writing.

1.46 Period of Severance

"Period of Severance" means, for Plans using the Elapsed Time method for purposes of crediting Service:

(a) A continuous period of time, as determined under (b) or (c) below, during which the Employee is not employed by the Participating Employer.

(b) A Period of Severance begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from Service, and ends on the Employee's reemployment date with the Participating Employer; provided, however, that

(c) In the case of an Employee who is absent from work for a Childrearing Absence beyond the first anniversary of the first day of such absence, a Period of Severance begins on the second anniversary of the first day of such absence. The period of absence between the first and second anniversaries of the first day of absence from work for a Childrearing Absence is neither a Period of Service nor a Period of Severance.

1.47 Plan

"Plan" means this Base Plan Document and the Adoption Agreement. The name of the Plan shall be the name set forth in the Adoption Agreement.
1.48 Plan Administrator

"Plan Administrator" means the person or persons named in the Adoption Agreement who are responsible for the administration of the Plan. If such person or persons are not so named or cease to serve as Plan Administrator without the Sponsoring Employer naming a successor, the Sponsoring Employer shall be the Plan Administrator. If a Participating Employer or Controlled Group Employer is the Plan Administrator and ceases to operate or exist without naming a successor Plan Administrator, the Plan shall terminate in accordance with Article X and the individual members of the Board immediately prior to the time the Plan Administrator ceases to operate or exist shall be the Plan Administrator until all assets of the Plan are distributed to Participants and Beneficiaries or a successor is named pursuant to Section 10.5. In no event shall Diversified be appointed as the Plan Administrator.

1.49 Plan Year

"Plan Year" means the 12 month period as set forth in the Adoption Agreement.

1.50 Qualified Automatic Contribution Arrangement

"Qualified Automatic Contribution Arrangement" means a qualified automatic contribution arrangement within the meaning of Code section 401(k)(13)(B).

1.51 Qualified Default Investment Alternative

"Qualified Default Investment Alternative" means the Investment Fund selected from time to time by the Plan Administrator as the default investment when an Investment Fund has not been affirmatively elected by the Participant.

1.52 Qualified Domestic Relations Order

"Qualified Domestic Relations Order" means a qualified domestic relations order under ERISA section 206(d), or, in the case of a plan which is a governmental plan within the meaning of Code section 414(d) or a church plan within the meaning of Code section 414(e), means a domestic relations order within the meaning of Code section 414(p)(1)(A)(ii), subject to applicable procedures of the Plan Administrator.

1.53 Qualified Nonelective Contributions

"Qualified Nonelective Contributions" mean contributions (other than matching contributions) with respect to which the Employee may not elect to have the contributions paid to the Employee in cash or other benefits instead of being contributed to the Plan, and which are, to the extent required by applicable Treasury Regulations, (a) immediately fully vested and (b) only distributable as permitted with regard to Salary Reduction Contributions pursuant to Treasury Regulation section 1.401(k)-1(d), but not in the case of hardship.
1.54 Retirement Date

"Retirement Date" has the meaning set forth in the Adoption Agreement.

1.55 Rollover Account

"Rollover Account" means the subaccount of a Participant's Account which holds contributions made pursuant to Section 4.9(a). A Rollover Account may be further subdivided into separate subaccounts if such subdivision is necessary to protect the special tax treatment of certain rolled-over amounts.

1.56 Roth 403(b) Deferral

A "Roth 403(b) Deferral" is a Salary Reduction Contribution that is (a) designated irrevocably by the Participant at the time of the Salary Reduction Agreement election as a Roth 403(b) Deferral that is being made in lieu of all or a portion of the pre-tax Salary Reduction Contributions the Participant is otherwise eligible to make under the Plan; and (b) treated by the Participating 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 entered into a Salary Reduction Agreement.

1.57 Roth 403(b) Deferral Account

"Roth 403(b) Deferral Account" means the subaccount of a Participant's Account which holds Roth 403(b) Deferrals made pursuant to Article V.

1.58 Salary Reduction Agreement

"Salary Reduction Agreement" means an agreement between a Participating Employer and an Employee under the terms of which the Participating Employer agrees to make certain contributions on the Employee's behalf and the Employee agrees that his or her salary will be reduced by the amount of the contribution.

1.59 Salary Reduction Contributions

"Salary Reduction Contributions" mean contributions to the Plan on an Employee's behalf pursuant to a Salary Reduction Agreement, automatic contributions (not including matching or nonselective contributions) under an automatic contribution arrangement, Eligible Automatic Contribution Arrangement, or Qualified Automatic Contribution Arrangement.

1.60 Section 401(a) Plan

"Section 401(a) Plan" means a plan qualified under Code section 401(a).
1.61 Section 401(k) Plan

"Section 401(k) Plan" means a cash or deferral arrangement that meets the requirements of Code section 401(k).

1.62 Section 403(b) Plan

"Section 403(b) Plan" means a plan that satisfies the requirements of Code section 403(b). In the case of a church plan within the meaning of Code section 410(d), "Section 403(b) Plan" shall mean a church retirement income account under Code section 403(b)(9).

1.63 Section 414(s) Compensation

"Section 414(s) Compensation" means wages within the meaning of Code section 3401(a) which includes any differential wage payment as defined in Code section 3401(h)(2) and all other payments of compensation to an Employee by the Employer for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d) and 6051(a)(3), but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)). The determination shall be made without regard to the exclusions under Code sections 125, 132(f)(4), 402(e)(3), 402(h) and 403(h) and for eligible deferred compensation plans under Code section 457 and shall include employee contributions described in Code section 414(h)(2) that are picked up by the employing unit. Section 414(s) Compensation shall be measured based on Compensation actually paid or made available to an Employee during a measuring period and not on an accrued basis, subject to the right to use the de minimis rule of Treasury Regulation section 1.415(c)-2(e)(2).

The Employee's compensation for purposes of application of the nondiscrimination requirements shall mean Section 414(s) Compensation received during the period indicated in the Adoption Agreement by the Employee from the Participating Employer.

1.64 Service

"Service" means Service as determined under an hours counting method or an Elapsed Time method, as elected by the Sponsoring Employer in the Adoption Agreement. For plans using the hours counting method for eligibility and vesting service, refer to the definition of "Hour of Service". For plans using the Elapsed Time method for eligibility and vesting service, "Service" means the period of current or prior employment with a Participating Employer or a Controlled Group Employer, including any imputed period of employment which must be counted under USERRA. In the case of a Participant who was an employee of an unrelated predecessor employer, service for such predecessor shall be treated as Service for the Participating Employer of such Participant to the extent and for the purpose(s) specified in the Adoption Agreement.
If the Sponsoring Employer has elected to use the Elapsed Time method to determine eligibility and vesting service, Service is the aggregate of the following (applied without duplication and except for periods of Service that may be disregarded under any applicable forfeiture and Break in Service rules):

(a) Each period from an Employee's date of hire (or reemployment date) to his or her next Severance from Employment.

(b) If an Employee performs an Hour of Service within 12 months of a Severance from Employment, the period from such Severance from Employment to such Hour of Service. Service shall be credited for all periods whether the Employee is employed by a Participating Employer or a Controlled Group Employer.

For these purposes, "date of hire" means the date on which an Employee first completes an Hour of Service, "reemployment date" means the date on which an Employee first completes an Hour of Service after a Severance from Employment, and Service shall be measured in whole years and fractions of a year in months. For determining such whole years and fractions of years, (a) periods of less than a full year shall be aggregated on the basis that 12 months or 365 days equals a year, and (b) in aggregating days into months, 30 days shall be rounded up to the nearest whole month.

1.65 Severance from Employment

"Severance from Employment" means severance from employment with the Participating Employers and Controlled Group Employers within the meaning of Code section 403(b)(11)(A) for any reason, including, but not limited to, retirement, death, Disability, resignation or dismissal with or without cause.

In the case of an Employee of a Participating Employer which is a public school, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Controlled Group Employer that is another unit of the state or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same state or local government employer).

An Employee's authorized leave of absence, as determined under a Participating Employer's personnel policies, shall or shall not be treated as a Severance from Employment.

In the event that an Employee is transferred from one Controlled Group Employer to another Controlled Group Employer, the Employee will not be deemed to have incurred a Severance from Employment unless that other Controlled Group Employer is not an entity that is eligible to be a Participating Employer (for example, transferring to a for-profit subsidiary) or the Employee is employed in a capacity that is not employment with an employer eligible to be a Participating Employer (for example, ceasing to be an
employee performing services for a public school but continuing to work for the same state employer). In the event that an Employee is transferred from a Controlled Group Employer to a Non-Controlled Group Employer, he or she shall be deemed to have a Severance from Employment.

1.66  **Sponsoring Employer**

"Sponsoring Employer" means the primary Participating Employer responsible for the maintenance and administration of the Plan, as indicated in the Adoption Agreement. If there is only one Participating Employer, such Participating Employer shall be deemed the Sponsoring Employer.

1.67  **Spouse**

"Spouse" means a Participant's legal spouse at the applicable time (e.g., at death, commencement of benefits, or the election to receive a loan).

1.68  **Treasury Regulation**

"Treasury Regulation" means the temporary and final regulations published by the Department of the Treasury under the Code.

1.69  **Value**

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

1.70  **Vested Interest**

"Vested Interest" means (a) for purposes of Section 6.1, the Participant's nonforfeitable interest in his or her Employer Contribution Account, as set forth in the Adoption Agreement and (b) for purposes of Section 6.3(a), the Participant's nonforfeitable interest in his or her Account.

Notwithstanding the foregoing, if any Participant shall incur a Disability, die or attain his or her normal Retirement Date while an Active Participant, such Participant's entire interest in his or her Employer Contribution Account shall become nonforfeitable.

1.71  **Vested Value**

"Vested Value" means the value of the Participant's applicable Account, as adjusted in the case of the Employer Contribution Account to reflect only the Participant's Vested Interest in such account.

1.72  **Year of Eligibility Service**

"Year of Eligibility Service" means as follows:
(a) With respect to Plans applying the hours counting method of counting Service, an Anniversary Year, or, if elected under the Adoption Agreement, a Plan Year beginning with the Plan Year in which the first anniversary date occurs, during which an Employee has not less than 1,000 Hours of Service, or such lower number as is specified in the Adoption Agreement, with the Participating Employers and Controlled Group Employers. No partial Years of Service shall be credited. Years of Service shall be credited only at the end of the 12 month period and an Employee shall not be deemed to accumulate proportionate amounts of such Years of Service during the period.

(b) With respect to Plans applying the Elapsed Time method of counting Service, a whole Year of Service as determined in accordance with the aggregation and rounding rules of Section 1.64.

1.73 Year of Vesting Service

"Year of Vesting Service" means as follows:

(a) With respect to Plans applying the hours counting method of counting Service, an Anniversary Year, or, if elected under the Adoption Agreement, a Plan Year during which an Employee has not less than 1,000 Hours of Service, or such lower number as is specified in the Adoption Agreement, with the Participating Employers and Controlled Group Employers, excluding those Years of Service completed prior to a Participant's 18th birthday. No partial Years of Service shall be credited.

(b) With respect to Plans applying the Elapsed Time method of counting Service, each whole Year of Service (excluding those whole Years of Service completed prior to a Participant's 18th birthday), as determined in accordance with the aggregation and rounding rules of Section 1.64.

1.74 In-Plan Roth Conversion Contribution

An In-Plan Roth Conversion Contribution is all or any portion of an Eligible Rollover Distribution to a Participant from this Plan (other than from such Participant’s Roth Elective Deferral Account or other designated Roth Account under the Plan) that (1) pursuant to a written election by such Participant, is contributed in a qualified rollover contribution (within the meaning of Code Section 408A(e)) to a designated Roth Account maintained under the Plan for the benefit of such Participant, (2) is permitted to be distributed under the Code at the time of such contribution even if the amount of the contribution is not otherwise distributable under the terms of the Plan, and (3) is treated (except to the extent of any after-tax contributions) by the Employer as includable in the Participant’s income at the time the Participant would have received the amount in cash had the Participant not made the Roth conversion election. Notwithstanding any otherwise conflicting provision herein, a Participant’s In-Plan Roth Conversion
Contributions shall be accounted for separately under the Plan. For purposes of this paragraph, the term “Participant” shall also include, if applicable, a Participant’s Surviving Spouse. This paragraph shall not become operative unless the Plan has a qualified Roth contribution program (within the meaning of Code Section 402A(b)) and the Employer adopts the In-Plan Roth Conversion Amendment to the Adoption Agreement. Except as set forth in this paragraph, the Base Plan Document and the elections made under the Adoption Agreement, as amended, any separate Account established or maintained under the Plan to hold a Participant’s In-Plan Roth Conversion Contributions shall be treated in the same manner as a Roth Rollover Contributions Account under the terms of the Plan unless the context clearly provides otherwise or unless otherwise provided by the Code and any regulatory pronouncement or guidance thereunder.”
ARTICLE II

SERVICE

2.1 Hour of Service

"Hour of Service" means as follows:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Controlled Group Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

(b) Each hour for which an Employee is paid, or entitled to payment, by a Controlled Group Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period).

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Controlled Group Employer. The same Hours of Service will not be credited both under subsection (a) or (b), as the case may be, and under this subsection (c). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Solely for purposes of determining whether a Break in Service for eligibility and vesting purposes has occurred in a computation period, an individual who is absent from work on account of a Childrearing Absence shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such Childrearing Absence, or in any case in which such hours cannot be determined, eight Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited (i) in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (ii) in all other cases, in the following computation period.

(e) Hours of Service shall not be credited for:

(i) Any hour for which an Employee is directly or indirectly paid under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability laws.
(ii) Payments which were made solely to reimburse an Employee for medical or medically related expenses incurred by the Employee, or for extra pay for any period for which Hours have previously been credited, such as extra pay in lieu of vacation.

(f) Notwithstanding the foregoing, Hours of Service shall be calculated in compliance with DOL Regulation section 2530.200b-2.

(g) When necessary, Hours of Service completed prior to January 1, 1976 shall be determined from such records a Participating Employer has maintained in the past, making reasonable approximations where necessary. If these records are insufficient to make an approximation, a reasonable estimate of hours to be credited will be made.

(h) Hours of Service shall be determined based on the method, either actual hours worked or an equivalency, set forth in the Adoption Agreement.

(i) In the case of a Participant who was an employee of an unrelated predecessor employer, hours of service for such predecessor shall be treated as Hours of Service for the Participating Employer of such Participant to the extent and for the purpose(s) specified in the Adoption Agreement.

2.2 Forfeiture and Reinstatement of Years of Eligibility Service

(a) **Forfeiture of Years of Eligibility Service.** Unless a forfeiture and reinstatement rule is elected in the Adoption Agreement, all Years of Service will be counted for purposes of determining whether an Employee has satisfied the eligibility requirements of the Plan.

(b) **Reinstatement of Years of Eligibility Service.** If a forfeiture rule is elected in the Adoption Agreement, an Employee's Years of Eligibility Service shall be reinstated upon reemployment as elected in the Adoption Agreement.
ARTICLE III

ELIGIBILITY

3.1 Immediate Eligibility – Non-Salary Reduction Contributions

(a) For new plans, each person who is an Eligible Employee shall become eligible for participation in the Plan on the Effective Date if such person satisfies the eligibility requirements set forth in the Adoption Agreement on that date, unless enrollment procedures as a prerequisite to participation are elected in the Adoption Agreement.

(b) For restated plans, each present Participant shall continue to be a Participant in the Plan. Any other Eligible Employee shall become eligible for participation in the Plan on the Entry Date on or next following the Effective Date if such person satisfies the eligibility requirements set forth in the Adoption Agreement on the Effective Date, unless enrollment procedures as a prerequisite to participation are elected in the Adoption Agreement.

3.2 Future Eligibility – Non-Salary Reduction Contributions

Each Eligible Employee who is not eligible to join the Plan in accordance with the provisions of Section 3.1 shall become eligible to become a Participant on the Entry Date specified in the Adoption Agreement following satisfaction of the eligibility requirements set forth in the Adoption Agreement, unless enrollment procedures are elected in the Adoption Agreement.

3.3 Reemployment

An Employee who has at any time been eligible to be a Participant and who terminates his or her employment or ceases to be an Eligible Employee and is later reemployed by a Participating Employer or again becomes an Eligible Employee, as the case may be, shall immediately be eligible to become a Participant upon his or her reemployment or reclassification, unless a rule allowing forfeiture of Years of Eligibility Service is elected in the Adoption Agreement. For the purpose of this Section 3.3, a Participant's date of reemployment or reclassification shall be the date on which such Participant first performs an Hour of Service following his or her reemployment or reclassification by a Participating Employer, as the case may be.

3.4 Eligibility – Salary Reduction Contributions Only

(a) Notwithstanding Sections 3.1 and 3.2, with respect to Participating Employers subject to the requirements of Code section 403(b)(12)(A)(ii), all Employees of the Participating Employers other than Employees excluded pursuant to the Adoption Agreement shall be eligible to become Participants in the Plan for the purpose of contributions to be made pursuant to a Salary Reduction Agreement,
although not eligible for any other form of Employer Contribution pursuant to Section 4.1 hereof, upon his or her commencement of employment.

(b) If the Sponsoring Employer elects in the Adoption Agreement to exclude Employees who normally work less than 20 hours per week, an Employee will be treated as normally working fewer than 20 hours per week if and only if:

(i) For the 12 month period beginning on the date the Employee's employment commenced, the Participating Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service (as defined in Code section 410(a)(3)(C)) in such period; and

(ii) For each Plan Year ending after the close of the 12 month period beginning on the date the Employee's employment commenced, or for each subsequent 12 month period beginning on such date, as selected by the Sponsoring Employer in the Adoption Agreement, the Employee worked fewer than 1,000 Hours of Service in the preceding 12 month period.

3.5 Enrollment

(a) To commence his or her participation in the Plan, an Eligible Employee shall comply with such enrollment procedures as the Plan Administrator or the Funding Agent prescribes including a Salary Reduction Agreement, when applicable, and shall furnish such other data as the Plan Administrator or the Funding Agent deems necessary. Automatic enrollment will apply if elected in the Adoption Agreement.

(b) Notwithstanding Section 3.5(a), an Eligible Employee shall automatically become a Participant in the Plan for purposes of Employer Contributions unless otherwise elected in the Adoption Agreement.

3.6 Salary Reduction Contribution Limitation for Former Employees

(a) Except as provided in Section 3.6(b), a contribution of Compensation cannot be made for an Eligible Employee pursuant to a Salary Reduction Agreement, automatic contribution arrangement, Eligible Automatic Contribution Arrangement, or Qualified Automatic Contribution Arrangement, if the contribution is made with respect to Compensation that would otherwise be paid for a payroll period that begins after Severance from Employment.

(b) The prohibition on contributions made pursuant to a Salary Reduction Agreement for former Eligible Employees pursuant to Section 3.6(a) shall not apply with respect to Compensation described in Treasury Regulation section 1.403(b)-4(d) (nonelective contribution based on Includible Compensation), Treasury Regulation section 1.415(c)-2(e)(3)(i) (relating to certain compensation paid by
the later of 2 and 1/2 months after Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment), or Treasury Regulation sections 1.415(c)-2(c)(4), 1.415(c)-2(g)(4), or 1.415(c)-2(g)(7) (relating to compensation paid to Participants who are permanently and totally disabled or relating to qualified military service under Code section 414(u)).

3.7 Automatic Enrollment

(a) **Applicability.** Section 3.7(a) through (f) shall apply if the Sponsoring Employer elects to have an Eligible Automatic Contribution Arrangement for a Plan Year under the Adoption Agreement. Section 3.7(b) shall apply if the Sponsoring Employer elects under the Adoption Agreement to have an automatic contribution arrangement which is not an Eligible Automatic Contribution Arrangement.

(b) **Automatic Enrollment.** Except as provided in Section 3.7(d), an Eligible Employee is deemed to have elected to become a Participant and to have his or her Compensation reduced by the applicable percentage designated by the Sponsoring Employer in the Adoption Agreement, and to have that amount contributed to the Plan pursuant to a Salary Reduction Agreement on his or her behalf, at the time the Employee is hired, and to have agreed to be bound by all the terms and conditions of the Plan. Such deemed election shall become effective as soon as administratively practicable after the end of the period, as established by the Plan Administrator, during which an Eligible Employee may first affirmatively elect to make, or not to make, contributions pursuant to a Salary Reduction Agreement. Employees covered by a collective bargaining agreement shall not be enrolled automatically, unless the collective bargaining agreement specifically provides for such automatic enrollment.

(c) **Qualified Default Investment Alternative.** Contributions made under this automatic enrollment provision shall be made to the Qualified Default Investment Alternative selected for this purpose for all new Employees by the Plan Administrator unless the Employee designates in writing a different Investment Fund to receive contributions made on his or her behalf. The Qualified Default Investment Alternative shall, if required by applicable law or the Plan, meet the requirements of ERISA section 404(c)(5) and applicable regulations.

(d) **Right to File a Different Election.** This Section 3.7 shall not apply or shall cease to apply to the extent an Eligible Employee files an election for a different percentage reduction or elects to have no Compensation reduction.

(e) **Notice to Employee.** If this Section 3.7 applies, any new Employee shall receive a statement at the time he or she is hired that describes the Employee's rights and obligations under this Section 3.7 (including the information in this Section 3.7 and identification of how the Employee can file an election or make a designation as described in the preceding sentence, and the refund right under Section 3.7(f),
including the specific name and location of the person to whom any such election or designation may be filed), and how the contributions under this Section 3.7 will be invested.

(f) **Refund of Contributions.** If elected under the Adoption Agreement, an Employee for whom contributions have been automatically made under Section 3.7(b) may elect to withdraw all of the contributions made on his or her behalf under Section 3.7(b), including earnings thereon to the date of the withdrawal, and to reduce their contribution percentage to zero. This withdrawal right is available only if the withdrawal election is made within 90 days after the date of the first contribution made under Section 3.7(b).
ARTICLE IV

CONTRIBUTIONS

4.1 Contributions by a Participating Employer

(a) General Rule for Employer Contributions. Each Participating Employer shall make matching contributions, nonelective contributions, and discretionary contributions, as applicable, to the Funding Agent on behalf of each of its Active Participants (other than one who is a Participant solely by virtue of Section 3.4 and eligible only to make contributions under a Salary Reduction Agreement) as specified in the Adoption Agreement. Contributions shall be made under this Section 4.1 based on Compensation earned for the period of time elected in the Adoption Agreement.

(b) Qualified Nonelective Contributions. At the discretion of the Participating Employer, the Participating Employer may make Qualified Nonelective Contributions in any manner permitted by the Code, Treasury Regulations, and other guidance thereunder (including any nondiscrimination testing required by Code section 401(a)(4) or 403(b)(12)).

(c) Additional Contributions to Reduce Excess Aggregate Contributions. To the extent that the Adoption Agreement provides for Participating Employer matching contributions, a Participating Employer may for any Plan Year make additional matching contributions for Non-Highly Compensated Employees or Qualified Nonelective Contributions for Non-Highly Compensated Employees in the manner determined by a Participating Employer as necessary to eliminate or reduce excess aggregate contributions as determined pursuant to Code section 401(m) and the Treasury Regulations issued thereunder.

(d) Mandatory Contributions. To the extent that the Adoption Agreement provides for mandatory employee contributions, a Participating Employer may reduce the salary of a Participant by the amount of such mandatory contribution and contribute such amount to the Funding Agent on behalf of the Participant. Such mandatory contribution shall be treated as an Employer Contribution to the extent permitted by Code section 414(h). If the Adoption Agreement permits, an Employee may make a one-time irrevocable election at the time of initial eligibility for the Plan to not make mandatory contributions to the Plan.

(e) Qualified Automatic Contribution Arrangements. If the Sponsoring Employer has elected in the Adoption Agreement that the Plan shall provide a Qualified Automatic Contribution Arrangement, a Participating Employer shall make contributions in accordance with Code section 401(k)(13)(D) in the manner elected in the Adoption Agreement.
4.2 Contributions by Participants

(a) **Salary Reduction Contributions.**

(i) Contributions by Participants pursuant to a Salary Reduction Agreement are determined according to the Adoption Agreement, but in no event shall the amount of contributions made pursuant to the Salary Reduction Agreement for any Participant for any calendar year be:

(A) In excess of the Elective Deferral Limit (plus such additional catch-up contributions as may be permitted under Code section 414(v), if so provided in the Adoption Agreement); or

(B) If so provided in the Adoption Agreement, at a rate that would result in a contribution of less than two hundred dollars ($200) during a full calendar year.

(ii) A Participating Employer shall withhold the amount required pursuant to the Salary Reduction Agreement from the Compensation of the Participant and shall contribute such amount to the Funding Agent on behalf of the Participant.

(iii) Once entered into, the Salary Reduction Agreement shall be legally binding and irrevocable with respect to amounts currently available while the agreement is in effect.

(iv) The Participant may make more than one Salary Reduction Agreement during any calendar year as specified in the Adoption Agreement.

(v) The Participant may terminate at any time the entire Salary Reduction Agreement with respect to amounts not yet earned in such calendar year, provided that if set forth as a requirement in the Adoption Agreement, he or she has satisfied the aforesaid two hundred dollar ($200) requirement.

(vi) In no event can the amount of the Salary Reduction Contributions for a year be more than the Participant's Compensation for the year.

(b) **Catch-Up Contributions.** If the Adoption Agreement so provides, Participants may make additional catch-up contributions as described below.

(i) **Age 50 Catch-Up Contributions.** If the Adoption Agreement so provides, Participants may make additional catch-up contributions pursuant to a Salary Reduction Agreement to the extent permitted by Code section 414(v).
(ii) **15 Year Special 403(b) Catch-Up Contributions.** If the Adoption Agreement so provides, Participants may make additional catch-up contributions pursuant to a Salary Reduction Agreement to the extent permitted by Code section 402(g)(7).

(c) **Voluntary After-Tax Contributions.**

(i) To the extent permitted by the Adoption Agreement, Participants shall be eligible to make voluntary after-tax contributions to the Plan.

(ii) Such contributions shall be elected in accordance with the procedures established by the Plan Administrator.

4.3 **Excess Deferrals**

Subject to Section 4.8, in the event that a Participant's contributions under Section 4.2(a), when added to elective deferrals for the calendar year under another Section 403(b) Plan or Section 401(k) Plan, exceed the Elective Deferral Limit:

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

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

Amounts in excess of the Elective Deferral Limit shall be allocated first to the 15 year special Code section 403(b) catch-up under Code section 402(g)(7) and next as an age 50 catch-up contribution under Code section 414(v), if such catch-up features are elected in the Adoption Agreement.

4.4 **Limitations on Contributions**

The sum of the contributions made by a Participating Employer for any Participant for any calendar year pursuant to Sections 4.1 and 4.2, excluding contributions pursuant to Section 4.2(b) hereof and Code section 414(v), shall not exceed the Contribution Limit.

4.5 **Nondiscrimination Requirements**

(a) **General Rule.** Employer Contributions and contributions pursuant to Section 4.2(b) shall, to the extent applicable, be subject to the requirements set forth in Code section 403(b)(12) and any Treasury Regulations and any other interpretative guidance issued thereunder.
(b) QNECs. Pursuant to Section 4.1(b), a Participating Employer may, at its discretion, make additional Qualified Nonelective Contributions.

4.6 Application of Contributions

All contributions by a Participant and by a Participating Employer on his or her behalf and all rollovers shall be applied to the Account of such Participant, and shall be allocated to the separate subaccounts thereunder. The contributions shall be allocated among the various Investment Funds as elected from time to time by the Participants in accordance with the rules established by the Plan Administrator and the Funding Agent.

4.7 Contributions by Mistake of Fact or Annual Additions in Excess of Code Section 415 Limit

(a) Mistake of Fact. In the event a Participating Employer makes any contribution to the Plan by a mistake of fact, the Participating Employer may withdraw such contributions from the Plan at any time within one year after the payment of the contribution.

(b) Correction of Excess Annual Additions. The portion of the section 403(b) contract that includes the excess Annual Additions attributable to this Plan fails to be a Section 403(b) Annuity Contract and the remaining portion of the contract is a Section 403(b) Annuity Contract. The issuer of the section 403(b) contract that includes the Excess Annual Addition shall maintain a separate account for such Excess Annual Addition for the year of the excess and for each year thereafter. In the case where a Participant is in control of an employer and the Excess Annual Addition needs to be maintained in a separate account under this Plan, the Administrator shall only be required to establish such separate account if it receives sufficient information from the Participant concerning his or her participation in such other defined contribution plan controlled by the Participant.

4.8 Other Correction

Notwithstanding any other provision of the Plan:

(a) The Participating Employer and, at the discretion of the Participating Employer, a Participant, may make other contributions to the Plan; and

(b) The Plan Administrator may make any other distribution of excess or erroneous contributions,

to the extent that such contribution or distribution is permitted under the Employee Plans Compliance Resolution System, a successor thereto, or any other applicable Internal Revenue Service guidance.
4.9 Eligible Rollover Distributions

(a) **Incoming Rollovers.** To the extent permitted by the Adoption Agreement, an eligible rollover distribution (as such term may be limited by the Adoption Agreement) may be accepted from an eligible retirement plan (as such term may be limited by the Adoption Agreement) maintained by another employer and credited to a Participant's Account under the Plan. The Participating Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan. Any such rolled-over amount shall not be treated as a deferral subject to the limitations of this Article IV.

(b) **Outgoing Rollovers.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) **Definitions.**

(i) **Eligible Rollover Distribution.** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (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 specified period of ten years or more; (B) any distribution to the extent such distribution is required under Code section 401(a)(9); and (C) any distribution made upon the hardship of the Employee. Except as provided in Section 5.3, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income except to the extent that such amount is paid directly to an eligible retirement plan which agrees to separately account for such amounts so transferred and earnings thereon, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not so includible.

(ii) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contact described in Code Section 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible governmental employer described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover
distribution. Notwithstanding the foregoing, (a) with respect to the Roth 403(b) Deferral Account, an eligible retirement plan is a Roth IRA within the meaning of Code section 408A or a qualified Roth contribution program within the meaning of Code section 402A. For Eligible Rollover Distributions made after December 31, 2007, which are not attributable to distributions from a Roth 403(b) Deferral Account, an Eligible Retirement Plan shall also include a Roth IRA as described in Code Section 408A, provided that for Eligible Rollover Distributions made in 2008 or in 2009, the same income and tax filing status restrictions that apply to a rollover from a traditional IRA into a Roth IRA, will also apply to rollovers to a Roth IRA from accounts other than a Roth 403(b) Deferral Account. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order.

(iii) Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the Spouse or former Spouse. A Distributee also includes the Participant's nonspouse designated Beneficiary. In the case of a nonspouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in section 408(a) or section 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions 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 Code that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

(iv) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(d) Special Rules Applicable to In-Plan Roth Conversion Contributions. If elected by the Employer in the Adoption Agreement, the Plan will, as soon as administratively possible following a Roth conversion election, accept an In-Plan Roth Conversion Contribution (as defined herein) for deposit into a designated Roth Account under the Plan.

4.10 Plan-to-Plan Transfers to the Plan

(a) General Rule. For a class of Employees who are participants or beneficiaries in another plan under Code section 403(b), the Plan Administrator may permit a transfer of assets to the Plan as provided in this Section 4.10. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's
entire interest therein to the Plan and the Participant is a current Employee of a Participating Employer or a former Employee of a Participating Employer who has an Account under this Plan at the time of the transfer. The Plan Administrator and any Funding Agents accepting such transferred amounts may require that the transfer be in cash or other property acceptable to them.

(b) **Documentation.** The Plan Administrator or any Funding Agent accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation section 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Code section 403(b).

(c) **No Reduction in Accumulated Benefits.** The amount so transferred shall be credited to the Participant's Account, so that 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.

(d) **Accounting for Transferred Funds.** To the extent provided in the Investment Funds holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as a Salary Reduction Contribution by the Participant under the Plan, except that

(i) The Investment Fund which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b)(7)(A)(ii) or 403(b)(11), the Investment Fund must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan; and

(ii) The transferred amount shall not be considered an elective deferral under the Plan for purposes of applying the Elective Deferral Limit.

### 4.11 Plan-to-Plan Transfers from the Plan

(a) **General Rule.** If selected under the Adoption Agreement, the Plan Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account transferred to another plan that satisfies Code section 403(b) in accordance with Treasury Regulation section 1.403(b)-10(b)(3).

(b) **No Reduction in Accumulated Benefits.** A transfer is permitted under this Section 4.11 only if (i) the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan, (ii) the receiving plan is a Section 403(b) plan of a Controlled Group Employer, and (iii) the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant
and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(c) **Accounting for Transferred Funds.** The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b), the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(d) **Discharge from Liability.** Upon the transfer of assets under this Section 4.11, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

(e) **Documentation.** The Plan Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 4.11 (for example, to confirm that the receiving plan satisfies Code section 403(b) and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation section 1.403(b)-10(b)(3).

### 4.12 Investment Fund Exchange

(a) **General Rule.** A Participant or Beneficiary is permitted to change the investment of his or her Account among the Funding Agents and Investment Funds under the Plan, subject to the terms of the Individual Funds. Investment exchanges from a Code section 403(b)(1) annuity contract or Code section 403(b)(7) custodial account which is not an Investment Fund under the Plan may be made to an investment which is an Investment Fund under the Plan if the conditions of paragraphs (b) through (d) of this Section 4.12 are satisfied by such exchange.

(b) **No Reduction in Accumulated Benefits.** The Participant or Beneficiary must have an Account immediately after the exchange that is at least equal to the Account of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Code section 403(b)(1) contracts or Code section 403(b)(7) custodial accounts immediately before the exchange).

(c) **Distribution Restrictions.** The Code section 403(b)(1) contract or Code section 403(b)(7) custodial account with the receiving Funding Agent has distribution
restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) Information Sharing Agreement Required Upon Change in Eligibility to Receive Contributions. If any Funding Agent ceases to be eligible to receive contributions pursuant to a Salary Reduction Agreement or Employer Contributions under the Plan, such Funding Agent shall agree to exchange the information described in Treasury Regulation section 1.403(b)-10(b)(2).

4.13 Permissive Service Credit Transfers

(a) General Rule. If the Sponsoring Employer so elects in the Adoption Agreement and a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) 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 Account transferred to the defined benefit governmental plan. A transfer under this Section 4.13(a) may be made before the Participant has had a Severance from Employment.

(b) Transfer Only Permitted for Limited Purposes. A transfer may be made under Section 4.13(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

(c) Partial Transfer of Plan Benefit. In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

4.14 Selection of Funding Agent

At the time of executing the Salary Reduction Agreement referred to in Section 4.2(a) or, with respect to a Participant who has not elected to make contributions to this Plan pursuant to a Salary Reduction Agreement, at the time such Participant becomes a Participant in the Plan, a Participant shall elect the Funding Agent or Funding Agents with which contributions made on his or her behalf shall be invested and the particular Investment Funds in which such contributions shall be invested. Any such election shall be subject to the rules established by the Plan Administrator and the applicable Funding Agent, including the default investment elections elected by the Plan Administrator.
4.15 Investment of Contributions

(a) **Allocation to Investment Funds.** Subject to such conditions as may reasonably be imposed by any Funding Agent, a Participant may direct that contributions made on his or her behalf be invested with more than one Investment Fund or with more than one Funding Agent. A Participant may allocate contributions made on his or her behalf among Investment Funds or Funding Agents in such proportion as the Participant shall desire, provided that any such allocation shall be in whole percentages only.

(b) **Elections and Transfers.** A Participant may elect, in accordance with procedures established by the Plan Administrator, the manner in which his or her Accounts and future contributions made on his or her behalf are to be invested. A Participant may change the manner in which his or her Account Values and future contributions made on his or her behalf shall be invested, provided that any such change shall be in such manner, at such time and with such effective date as permitted by the Plan Administrator and the applicable Funding Agent. All elections and transfers shall be subject to the rules of the Plan Administrator and the applicable Funding Agent. If there is a change in approved Investment Funds and a Participant does not make a new election of investment allocation, the Participant will be deemed to have designated investment in the approved Investment Funds most similar to those previously elected and in the same proportion as previously elected.

(c) **Funding Agent Rules.** Transfers between Investment Funds are permitted to the extent of and subject to any specific rules of the Plan Administrator or rules or charges of the applicable Funding Agent.

(d) **Application of ERISA Section 404(c).** If elected in the Adoption Agreement, a Participating Employer shall be afforded the protection provided by ERISA section 404(c) and the DOL Regulations promulgated thereunder. No individual other than the Participant or Beneficiary, including but not limited to the Participating Employer, the Plan Administrator, and Diversified, shall be liable for any loss, or by reason of any breach, which results from a Participant's or Beneficiary's exercise of control or failure to exercise control.

(e) **Current and Former Funding Agents.** The Plan Administrator shall maintain a list of all Investment Funds and Funding Agents under the Plan. Such list as modified from time to time is hereby incorporated as part of the Plan. Each Funding Agent and the Plan Administrator shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Funding Agent which is not eligible to receive Salary Reduction Contributions or Employer Contributions under the Plan (including a Funding Agent which has ceased to be a Funding Agent eligible to receive Salary Reduction Contributions or Employer Contributions under the Plan and a funding agent holding assets under the Plan in accordance with Sections 4.10 or 4.12), the
Sponsoring Employer or Plan Administrator shall keep the funding agent informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

4.16 Qualified Default Investment Alternative

A Qualified Default Investment Alternative shall be selected from time to time by the Plan Administrator for the default investment of any contributions as to which the Participant or Beneficiary fails to provide investment directions.

4.17 Multiple Employer Plans

In the event that one or more Participating Employers are Non-Controlled Group Employers, the Plan will be administered as a multiple employer plan and the relevant provisions of the Plan will be applied in a manner consistent with applicable Internal Revenue Service guidance. Notwithstanding any other provisions of the Plan:

(a) The provisions of Section 4.4 regarding the Contribution Limit will be applied separately to a Participating Employer together with Controlled Group Employers and to other Participating Employers which are Non-Controlled Group Employers, after taking into account the special controlled group rules of Code section 415(h).

(b) The nondiscrimination requirements of Section 4.5 will be applied separately to a Participating Employer together with its Controlled Group Employers and to the Participating Employers which are Non-Controlled Group Employers; and

(c) The limitations of Code section 401(a)(17) pursuant to Section 1.10 will be applied in accordance with Treasury Regulation section 1.401(a)(17)-1(a)(4) separately with respect to the Compensation of a Participant from each Participating Employer maintaining the Plan, instead of applying to the Participant's total Compensation from all Participating Employers.
ARTICLE V

ROTH 403(b) DEFERRAL CONTRIBUTIONS

5.1 General Application

If Roth 403(b) Deferrals are elected under the Adoption Agreement, the Plan will accept Roth 403(b) Deferrals made on behalf of Participants. A Participant’s Roth 403(b) Deferrals will be allocated to a separate Account maintained for such deferrals as described in Section 5.2. Unless specifically stated otherwise, Roth 403(b) Deferrals will be treated as Salary Reduction Contributions for all purposes under the Plan.

5.2 Separate Accounting

Contributions and withdrawals of Roth 403(b) Deferrals will be credited and debited to a Roth 403(b) Deferral Account maintained for each Participant. The Plan will maintain a record of the amount of Roth 403(b) Deferrals in each Participant’s Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis to each Participant’s Roth 403(b) Deferral Account and the Participant’s other Accounts under the Plan. No contributions other than Roth 403(b) Deferrals and properly attributable earnings will be credited to each Participant’s Roth 403(b) Deferral Account.

5.3 Roth Direct Rollovers

(a) Rollovers from the Plan. Notwithstanding Section 4.9, a direct rollover of a distribution from a Roth 403(b) Deferral Account under the Plan will only be made to another qualified Roth contribution program described in Code section 402A or to a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

(b) Rollovers into the Plan. Notwithstanding Section 4.9, unless otherwise provided under the Adoption Agreement, the Plan will accept a rollover contribution to a Roth 403(b) Deferral Account only if it is a direct rollover from another qualified Roth contribution program described in Code section 402A and only to the extent the rollover is permitted under the rules of Code section 402(c).

Nothing in this paragraph shall be construed as preventing the contribution of an otherwise valid In-Plan Roth Conversion Contribution to any designated Roth Account under the Plan.

(c) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant’s Roth 403(b) Deferral Account if the amount 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 403(b) 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. However, eligible rollover distributions from a Participant's Roth 403(b) Deferral Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan under Section 7.10. Section 4.9 of the Plan that allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution shall be applied by treating any amount distributed from the Participant's Roth 403(b) 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.

5.4 Correction of Excess Contributions

Notwithstanding Section 4.3, in the case of a distribution of excess contributions, a Highly Compensated Employee may not designate the extent to which the excess amount is composed of pre-tax Salary Reduction Contributions and Roth 403(b) Deferrals, as the Plan will distribute pre-tax Salary Reduction Contributions first.

5.5 In-Plan Roth Rollovers

(a) A Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution from the Plan paid directly to a designated Roth Account under the Plan so long as such payment constitutes an In-Plan Roth Conversion Contribution hereunder (hereinafter referred to as an "in-plan Roth direct rollover"). Notwithstanding any otherwise conflicting provision in the Plan, an in-plan Roth direct rollover is not treated as a distribution for the following purposes:

(i) **Code section 72(p) (relating to plan loans).** A Plan loan transferred in an in-plan Roth direct rollover without changing the repayment schedule is not treated as a new loan (so the rule in Section 1.72(p)-1, Q&A-20, of the Income Tax Regulations does not apply).

(ii) **Code section 401(a)(11) (relating to spousal annuities).** A married Plan Participant is not required to obtain spousal consent in connection with an election to make an in-plan Roth direct rollover.

(iii) **Code section 411(a)(11) (relating to Participant consent before an immediate distribution of an accrued benefit in excess of $5,000).** The amount rolled over continues to be taken into account in determining whether the Participant's accrued benefit exceeds $5,000, and a notice of the Participant's right to defer receipt of the distribution is not triggered by the in-plan Roth direct rollover.

(iv) **Code section 411(d)(6)(B)(ii) (relating to elimination of optional forms of benefit).** A Participant who had a distribution right (such as a right to an
immediate distribution of the amount rolled over) prior to the rollover cannot have this right eliminated through an in-plan Roth direct rollover.

(b) If elected by the Employer in the Adoption Agreement, a Participant who has received a distribution of funds attributable to an Eligible Rollover Distribution from the Plan may elect to roll over the funds into his or her designated Roth Account in the Plan so long as such rollover constitutes an In-Plan Roth Conversion Contribution hereunder and is made within sixty (60) days following the distribution of the funds (hereinafter referred to as an “in-plan Roth 60-day rollover”). Notwithstanding any otherwise conflicting provision herein, an in-plan Roth 60-day rollover shall be accounted for separately under the Plan.

(c) A Participant’s In-Plan Roth Conversion election hereunder shall become irrevocable upon the occurrence of the In-Plan Roth Conversion Contribution made pursuant to such election.”
ARTICLE VI
VESTING AND FORFEITURES

6.1 Vesting

A Participant's interest in his or her Employee Contribution Account, Employee Voluntary After-Tax Contribution Account, Rollover Account, and Qualified Nonelective Contributions shall be at all times nonforfeitable. A Participant's interest in his or her Employer Contribution Account shall be limited to his or her Vested Interest, as determined under the elections made in the Adoption Agreement. The foregoing shall in no way limit the deduction from such Accounts of such fees and charges as may be imposed by the Funding Agent or such other Plan expense charges which may be charged to the Accounts under applicable law.

A Participant's vested and nonforfeitable interest shall be calculated by multiplying the fair market value of his or her Account attributable to Employer Contributions on the valuation date concurrent with or preceding distribution by the decimal equivalent of the vested percentage as of his or her termination date. The amount attributable to Employer Contributions for purposes of the calculation includes amounts previously paid out and not repaid. The Participant's vested and nonforfeitable interest, once calculated above, shall be reduced to reflect those amounts previously paid out to the Participant and not repaid by the Participant. The Participant's vested and nonforfeitable interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Investment Funds up to the valuation date preceding or coinciding with payment.

6.2 Forfeiture and Reinstatement of Years of Vesting Service

(a)  Forfeiture of Years of Vesting Service. In the event that an Employee incurs a Severance from Employment, all of such Employee's Years of Vesting Service will be counted for vesting purposes, unless a forfeiture and reinstatement rule is elected in the Adoption Agreement.

(b)  Reinstatement of Years of Vesting Service. If a forfeiture rule is elected in the Adoption Agreement, an Employee's Years of Vesting Service shall be reinstated upon reemployment as elected in the Adoption Agreement.

6.3 Forfeiture and Reinstatement of Employer Contribution Account

(a)  Forfeiture of Employer Contribution Account. In the event that an Employee incurs a Severance from Employment, any portion of the Employee's Employer Contribution Account to which he or she does not then have a Vested Interest may, unless otherwise elected in the Adoption Agreement, be forfeited on the earlier of:
(i) The date the Employee receives a lump sum distribution of his or her entire vested Account. If the Employee does not have any nonforfeitable interest in his or her Account, he or she shall be deemed to have received a lump sum distribution of his or her entire vested Account.

(ii) The date the individual incurs five consecutive one-year Breaks in Service.

(b) Reinstatement of Employer Contribution Account. If an Employee who has received an actual or deemed distribution described in Section 6.3(a) is subsequently reemployed by a Participating Employer or a Controlled Group Employer, his or her forfeiture under Section 6.3(a) shall be restored, without earnings thereon, to his or her Employer Contribution Account if, prior to the earlier of his or her incurring his or her fifth (5th) consecutive one-year Break in Service or five years after the first day on which he or she is reemployed by a Participating Employer or a Controlled Group Employer, he or she repays the amount of his or her previous distribution. An Employee deemed cashed out under Section 6.3(a) shall be deemed to have repaid the distribution pursuant to this subsection (b).

6.4 Reemployment After Five Consecutive One-Year Breaks in Service

An Employee who was partially vested in his or her Account at the time of a Severance from Employment and who returns to Service after five consecutive one-year Breaks in Service shall remain vested in such portion of his or her Account, but post-Break in Service Years of Vesting Service shall not serve to increase his or her vested status in the pre-Break in Service portion of his or her Account.

6.5 Application of Forfeitures

Any forfeiture under Section 6.3 shall be used as set forth in the Adoption Agreement.

6.6 Vesting for Qualified Automatic Contribution Arrangements

In the event that the Sponsoring Employer elects for the Plan to be a Qualified Automatic Contribution Arrangement, matching contributions and nonelective contributions taken into account for purposes of determining whether the requirements of a Qualified Automatic Contribution Arrangement are satisfied shall vest upon completion of no more than two Years of Vesting Service.
ARTICLE VII

BENEFITS

7.1 Benefit Payments – Standard Forms

Benefits provided by the Plan to each Participant shall be payable to such Participant in the amount determined by the amount in his or her Account, and shall, subject to Sections 7.5 and 7.7 hereof, commence as soon as administratively feasible on or after the Retirement Date elected by the Participant. A Participant shall receive his or her benefits in the following standard forms, unless he or she selects an optional form set forth in Section 7.2 below:

(a) **ERISA 403(b) Plans.** If the Plan is subject to ERISA, the following standard forms shall apply:

(i) **403(b) Plans Providing for Annuities.** If the Adoption Agreement provides that the standard form of benefit is an annuity:

(A) **Unmarried Participants.** A Participant who is not married on his or her Annuity Starting Date and does not elect another form of benefit payment described in Section 7.2 in accordance with the election rules in Section 7.8 shall receive benefits in the form of a single life annuity, providing for monthly benefits for the life of the Participant in the amount purchasable by the Vested Value of his or her Account, with payments ceasing upon the Participant’s death.

(B) **Married Participants.** A Participant who is married on his or her Annuity Starting Date and who does not elect another form of benefit payment described in Section 7.2 in accordance with the election rules in Sections 7.6 and 7.8 shall receive benefits in the form of a joint and survivor annuity, which provides for reduced benefits (in an amount purchasable by the Vested Value of his or her Account) to be paid monthly to him or her for life, and if his or her Spouse survives him or her, benefits to be paid monthly to such Spouse in an amount equal to fifty percent (50%) of the monthly amount received by him or her while alive (or such other greater amount as set forth in the Adoption Agreement) from the time of his or her death for the life of such Spouse.

(ii) **Individual Account Plan Exception 403(b) Plans.** If the Adoption Agreement provides that the standard form of benefit is a lump sum, if a Participant elects to receive his or her benefits as a life annuity, the requirements of Sections 7.1(a)(i)(B) and 7.6 shall apply.
(b) **Non-ERISA 403(b) Plans.** If the Plan is not subject to ERISA, benefits shall be paid in the standard form set forth in the Adoption Agreement unless another form of benefit payment described in Section 7.2 is selected.

(c) **Annuitzation of Custodial Account and Church Retirement Income Account Balances.** If a Participant with an Account balance in any Investment Fund maintained by a Mutual Fund is to receive payment of benefits in the form of an annuity based on the Vested Value of his or her Account invested in any such Mutual Fund, such Account balance must first be transferred to the Insurance Company.

### 7.2 Benefit Payments – Optional Forms

(a) **Available Forms.** Subject to Sections 7.3, 7.4 and 7.8 and the rules of the Funding Agent, a Participant may elect to receive his or her benefits in any of the optional forms of benefit specified in the Adoption Agreement.

(b) **Qualified Optional Survivor Annuity.** If the Plan is subject to ERISA and the Adoption Agreement provides that the standard form of benefit is an annuity or the Participant elects to receive his or her benefits as a life annuity, then the Plan shall provide as an optional form of benefit a qualified optional survivor annuity within the meaning of ERISA section 205(d)(2).

(c) **Custodial Accounts and Annuities.** If a Participant with an Account balance in any Investment Fund maintained by a Mutual Fund elects to receive payment of benefits in the form of an annuity based on the Vested Value of his or her Account invested in any such Mutual Fund, such Account balance must first be transferred to the Insurance Company.

### 7.3 Minimum Required Distribution Rules Applicable to Pre-1987 Accruals

(a) **General Rule.** An election of a benefit form with regard to benefits accruing before January 1, 1987 must comply with the incidental death benefit requirements applicable to such distribution.

(b) **Required Beginning Date.** Benefits accruing before January 1, 1987 shall commence by the later of the Participant's seventy-fifth (75th) birthday or the date of the Participant's retirement pursuant to Revenue Ruling 72-241 and other applicable Internal Revenue Service authority.

### 7.4 Minimum Required Distribution Rules Applicable to Post-1986 Accruals

(a) **General Rule.** Notwithstanding any provision of the Plan to the contrary, the payment of benefits attributable to benefits accruing after December 31, 1986, shall be in accordance with the requirements of Code section 401(a)(9) and the
regulations thereunder, including the minimum distribution incidental benefit rules of Code section 401(a)(9)(G).

(b) **Required Beginning Date.** Benefits accruing after December 31, 1986 shall commence by the date set forth in the Adoption Agreement but no later than the date required by Code section 401(a)(9).

Notwithstanding the foregoing, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s Designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Section 4.9 of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as chosen by the Employer in the Adoption Agreement, will be treated as Eligible Rollover Distributions.

If no election is made by the Employer in the Adoption Agreement, a direct rollover will be offered only for distributions that would be Eligible Rollover Distributions without regard to Code section 401(a)(9)(H).

### 7.5 Commencement of Benefits

(a) **General Rule.** Notwithstanding any provision of the Plan or any Contract to the contrary, a Participant shall not be entitled to receive any distribution or withdrawal under the Plan or under any Contract prior to his or her death, Retirement Date, Severance from Employment or Disability, except in accordance with Section 7.4 or 7.5 or Article IX.

(b) **Automatic Commencement.** If the Plan is subject to ERISA, payment of a Participant’s benefits under the Plan shall commence as of the date required by ERISA section 206(a), provided that no benefit payments shall commence until a Participant has complied with the Plan Administrator’s procedures for electing the commencement of benefits.

### 7.6 Consent of Spouse

(a) **Consent Requirements.** Whenever the terms of this Plan require that the consent of a Participant’s Spouse be obtained, such consent shall be valid only if it:
(i) Is in writing;

(ii) Designates a beneficiary (or a form of benefits) which may not be changed without spousal consent (unless the consent of the Spouse expressly permits designation by the Participant without any requirement of further consent by the Spouse);

(iii) Contains an acknowledgment by such Spouse of the effect of such consent; and

(iv) Is witnessed either by a representative of the Plan or by a notary public.

(b) Unavailability of Spouse. Notwithstanding the foregoing, the consent of a Participant's Spouse shall not be required in the event that the Participant establishes to the satisfaction of the Plan representative that he or she has no Spouse, that such Spouse cannot be located, or under such other circumstances as may be permitted under applicable Treasury Regulations.

(c) Spousal Consent Irrevocable. Any consent of the Participant's Spouse obtained in accordance with the provisions of this Section 7.6 shall be irrevocable.

(d) Qualified Domestic Relations Orders. Unless a Qualified Domestic Relations Order requires otherwise, a Spouse's consent shall not be required (and, hence, shall for purposes of this Plan be deemed given) if the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect.

7.7 Distribution on Severance from Employment

(a) Upon a Participant's Severance from Employment prior to attaining a Retirement Date, to the extent permitted by Article IX and specified in the Adoption Agreement, the Participant may elect to receive the Vested Value of his or her Account in his or her standard form of benefit under Section 7.1 or in any optional forms of benefit made available under the Adoption Agreement.

(b) The payment of a benefit pursuant to this Section 7.7 shall be subject to the election rules set forth in Section 7.8.

(c) Subject to subsection (a) and Sections 6.3, 7.3, 7.4, 7.5, and 7.10, upon a Participant's Severance from Employment, his or her Account shall be maintained under the Plan and left on deposit with the Funding Agent until he or she elects to commence to receive benefits in accordance with subsection (a) or Section 7.1, 7.3, 7.4, or 7.5, or is required to receive benefits under the terms of the Plan or under the terms of applicable law.
(d) **Special Code Section 414(u)(12)(b) Rule for Distributions - Deemed Severance from Employment.** Effective January 1, 2010, during the period (after more than 30 days) that a Participant is on active duty in the uniformed services (as defined in Chapter 43 of Title 38, United States Code), he or she shall be treated as having been severed from employment with the Employer for purposes of receiving a distribution from the Plan under Code section 403(b) (7) (A) (ii) and Code section 403(b) (11) (A). If such individual elects to receive a distribution from the Plan under Code section 403(b) pursuant to this rule, he or she may not make any Salary Reduction Contributions (or voluntary after-tax contributions, if applicable) to the Plan during the six (6) month period beginning on the date of the distribution.

7.8 **Timing and Election Rules**

Any election to commence the payment of benefits under the provisions of this Article VII shall be made in compliance with the rules established by the Plan Administrator and, to the extent applicable, the provisions of ERISA section 205.

7.9 **Multiple Forms of Benefits**

To the extent permitted by law and the Funding Agent and subject to the limitation and consents set forth in this Article VII, a Participant may elect to receive his or her benefits in different forms under different Contracts, custodial accounts, and/or church retirement income accounts.

7.10 **Small Sum Cashout Rule**

Unless otherwise elected in the Adoption Agreement and subject to the provisions of Section 11.12, and notwithstanding any provision of the Plan to the contrary, if the Vested Value of a Participant's Account is greater than $1,000 but less than or equal to $5,000, such Account shall be immediately distributed to such individual as a lump sum payment as soon as administratively practicable following the Participant's Severance from Employment. Amounts held in a Participant's Rollover Account shall be taken into account for purposes of the preceding sentence unless the Adoption Agreement provides otherwise.
ARTICLE VIII

DEATH

8.1 Death Prior to Commencement of Benefits

If a Participant dies prior to his or her Annuity Starting Date and has not elected otherwise, such Participant's benefits will be paid as follows:

(a) **ERISA 403(b) Plans.** If the Plan is subject to ERISA, death benefits shall be payable as follows:

(i) **Married Participants.** Except to the extent otherwise provided in the Adoption Agreement, if a Participant is married at the time of his or her death, fifty percent (50%) of the Vested Value of such Participant's Account shall be applied to provide monthly benefits for the life of the Participant's surviving Spouse commencing at any time that the Spouse elects after the death of the Participant; provided, however, that the surviving Spouse may elect to receive such fifty percent (50%) of such Vested Value in any of the other forms permitted under the Adoption Agreement. The foregoing shall not apply if the Participant had, prior to his or her death, designated, with the consent (obtained in accordance with the provisions of Section 7.6 and 8.3 hereof) of his or her Spouse at the time of his or her death, a Beneficiary to receive that portion of his or her Account that would otherwise be payable to his or her Spouse. In such event, that portion of the Participant's Account shall be distributed to such Beneficiary in accordance with paragraph (ii) below. If the standard form of benefit selected under the Adoption Agreement is a lump sum, the Beneficiary of 100% of the Vested Value of the Participant's Account shall be his or her surviving Spouse, unless the Participant had, prior to his or her death, designated, with the consent (obtained in accordance with the provisions of Section 7.6 hereof) of his or her Spouse at the time of his or her death, a Beneficiary to receive that portion of his or her Account that would otherwise be payable to his or her Spouse. Any designation of a Beneficiary other than a Participant's Spouse may be revoked by the Participant at any time before the Participant's death provided that such revocation must be received by the Plan Administrator prior to the Participant's death.

(ii) **Unmarried Participants.** If a Participant is not married at the time of his or her death, the Vested Value of such Participant's Account shall be distributed to the Beneficiary or Beneficiaries of the Participant in such proportion as designated by the Participant. Each such Beneficiary shall receive the portion of the Vested Value of such Participant's Account that is payable to him or her in the form of a lump sum, or, if the Beneficiary...
elects, to the extent permitted by law, any of the forms permitted under the Adoption Agreement.

(iii) **Death Benefits Under USERRA-Qualified Active Military Service.** Effective for deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing qualified military service [as defined in Code section 414(u)], the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan (including, if applicable, accelerated vesting, any ancillary life insurance benefits, and any other survivor's benefits provided under the Plan that are contingent on a Participant's termination of employment on account of death), in accordance with Code section 403(b)(14), Code section 401(a)(37), Notice 2010-15, and any other IRS guidance.

(b) **Non-ERISA 403(b) Plans.** If the Plan is not subject to ERISA, death benefits shall be paid under the rules elected in the Adoption Agreement. Effective for deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing qualified military service [as defined in Code section 414(u)], the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan (including, if applicable, accelerated vesting, any ancillary life insurance benefits, and any other survivor's benefits provided under the Plan that are contingent on a Participant's termination of employment on account of death), in accordance with Code section 403(b)(14), Code section 401(a)(37), Notice 2010-15, and any other IRS guidance.

(c) **Annuitization of Custodial Account Balances.** If a Beneficiary of an Account balance invested in any Investment Fund maintained by a Mutual Fund is to receive payment of benefits in the form of an annuity based on the Vested Value of the Account invested in any such Mutual Fund, such Account balance must first be transferred to the Insurance Company.

8.2 **Death After Commencement of Benefits**

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

8.3 **Rules Relating to Designation of Beneficiaries; Qualified Preretirement Annuities**

A Participant's Beneficiary designation shall be subject to the rules established by the Plan Administrator and, to the extent applicable, the beneficiary designation rules set forth in ERISA section 205, including, without limitation, the spousal consent rules set forth in Section 7.6. If the standard form of benefit selected under the Adoption
Agreement is in the form of an annuity, the following qualified preretirement survivor annuity rules shall apply:

(a) Notwithstanding anything else herein, no married Participant may elect a Beneficiary for his or her death benefit other than his or her Spouse prior to the beginning of the Plan Year in which the Participant attains age thirty-five (35), except that the Participant who incurs a termination of employment prior to such Plan Year may elect a Beneficiary other than his or her Spouse at any time after his or her termination of employment. In the event such terminated Participant later returns to employment and again becomes a Participant in the Plan, such election made prior to the Plan Year in which he or she attains age thirty-five (35) shall only apply to amounts accrued at the time of the original election, and earnings thereon. A Beneficiary other than the Spouse may not be elected with regard to benefits accrued thereafter until the first day of the Plan Year in which the Participant attains age thirty-five (35), provided that such election shall become invalid as of the first day of the Plan Year in which the Participant attains age thirty-five (35). Unless any election made hereunder specifies a secondary Beneficiary, if the designated Beneficiary predeceases the Participant, the election shall be null and void and a new election shall be required to be made in order to elect a Beneficiary other than a Participant's Spouse. If a Participant's Spouse at the time of his or her death is not the same as the Spouse who consented to the election of non-spousal Beneficiary, such consent shall be null and void.

(b) An election of a Beneficiary is revocable by the Participant at any time before his or her death, subject to the provisions of Section 8.1(a) hereof.

(c) The Plan shall provide a Participant with the written explanation with regard to qualified preretirement survivor annuities in accordance with the requirements of Code section 417(a)(3) and the regulations thereunder.

8.4 Assets Left on Deposit

(a) General Rule. In the event that any Beneficiary is entitled to benefits hereunder upon the death of a Participant and pursuant to his or her rights under the Plan, if any, leaves assets in the Plan for later distribution, such Beneficiary, subject to any limits of law, shall have all of the rights of a Participant hereunder with regard to allocation and investment of such assets, but in no event shall have the right to make any additional contributions.

(b) Required Commencement. A Beneficiary leaving assets in the Plan shall be required to commence payment of benefits under the Plan pursuant to the minimum required distribution rules set forth in Code section 401(a)(9), unless distributed pursuant to the cashout rules in Section 7.10.
(c) **Qualified Domestic Relations Orders.** A Qualified Domestic Relations Order may grant an alternate payee thereunder rights similar to those of a Beneficiary under subsection (a).
ARTICLE IX

WITHDRAWALS; LOANS

9.1 General Withdrawal Provisions

(a) Withdrawals from Custodial Accounts. To the extent permitted in the Adoption Agreement and subject to Article VII and the rules of the Funding Agent, a Participant may elect to receive in-service withdrawals of the Vested Value of the Participant's Account that were originally contributed to a custodial account within the meaning of Code section 403(b)(7) pursuant to the procedures established by the Plan Administrator, provided that such withdrawals may only be elected once a Participant:

(i) Has attained age 59-1/2;

(ii) Has a Severance from Employment;

(iii) Dies;

(iv) Becomes Disabled; or

(v) Incurs a hardship, but only with respect to amounts attributable to:

(A) Amounts contributed pursuant to a Salary Reduction Agreement (excluding earnings thereon); or

(B) Amounts held in a Participant's Account as of December 31, 1988 (including earnings thereon).

(b) Withdrawals from Annuity Contracts. To the extent permitted in the Adoption Agreement and subject to Article VII and the rules of the Funding Agent, a Participant may elect to receive in-service withdrawals of the Vested Value of the Participant's Employee Contribution Account that were originally contributed to a Contract pursuant to the procedures established by the Plan Administrator, provided that such withdrawals may only be elected if a Participant:

(i) Has attained age 59-1/2;

(ii) Has a Severance from Employment;

(iii) Dies;

(iv) Becomes Disabled; or
(v) Incurs a hardship.

To the extent provided in the Adoption Agreement, amounts originally contributed to a Contract and:

(i) Held in a Participant's Employer Contribution Account;

(ii) Held in a Participant's Employee Voluntary After-Tax Contribution Account; or

(iii) Held in a Participant's Employee Contribution Account as of December 31, 1988,

are not subject to the distribution restrictions set forth in the preceding paragraph.

(c) Withdrawals from Church Retirement Income Accounts. To the extent permitted in the Adoption Agreement and subject to the rules of the Funding Agent, a Participant may elect to receive in-service withdrawals of any vested amounts held in a church retirement income account described in Code section 403(b)(9) pursuant to the rules of subsection (b).

(d) Rollover Accounts. Notwithstanding the foregoing, unless otherwise elected under the Adoption Agreement, a Participant shall be eligible to receive a withdrawal of his or her Rollover Account at any time.

(e) Accounting for Transfers between Plan Investment Funds. The Plan Administrator or its agent shall, in addition to the other records it maintains, maintain a record of each of the amounts described in Section 9.1(a) and (b) on the basis of whether such amounts were originally contributed to an annuity contract under Code section 403(b)(1) or a custodial account under Code section 403(b)(7) and whether such contributions were originally made on or before or after December 31, 1988, and such Accounts need not reflect any subsequent transfers of such amounts among other Investment Funds under the Plan. Unless otherwise designated by the Participant in the request for distribution, the Plan Administrator shall treat a request for a distribution from the Plan, whether from a Contract or Mutual Fund, to be a request for a withdrawal to the extent of that amount from that portion of the Account of the Participant, if any, accounted for pursuant to this Section 9.1 by the Plan Administrator or its agent as an amount not subject to the withdrawal restrictions of Section 9.1(a) or (b).

(f) Special Rule for Qualified Reservist Distributions. Qualified reservist distributions within the meaning of Code section 72(t)(2)(G)(iii) shall be allowed and shall not be subject to the limitations of Section 9.1(a) or (b).
9.2 Hardship Withdrawals

(a) Definition of Hardship. Subject to the rules of Section 9.1 above and if provided in the Adoption Agreement, in the event of a Participant's hardship, a Participant may make a withdrawal. A hardship withdrawal is permitted only to the extent that:

(i) The Employee, the Employee's Spouse or dependent (within the meaning of Code section 152) or, if elected in the Adoption Agreement, the Participant's Beneficiary, has an immediate and heavy financial need; and

(ii) The hardship distribution is necessary to satisfy the financial need.

(b) Determination of Hardship. Unless otherwise provided in the Adoption Agreement, the determination of whether a hardship withdrawal should be permitted shall be made pursuant to the safe harbor rules set forth in Treasury Regulations issued under Code section 401(k).

(c) Limitation on Contributions Subsequent to a Hardship. Following a hardship withdrawal, contributions pursuant to Article IV shall be limited as provided in the Adoption Agreement subject to any applicable provisions of the Code and Treasury Regulations.

(d) Emergency Economic Stabilization Act (“EESA”) – Qualified Disaster Recovery Assistance Distributions/Recontributions of Withdrawals Taken for Home Purchases.

(i) Participants who were directly affected by floods, severe storms or tornadoes that were in presidentially-declared (FEMA) Midwestern disaster areas between May 20, 2008 and before August 1, 2008, shall have access to the following relief; if they (A) resided in specified affected counties of Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska or Wisconsin (“Midwestern Disaster Area”) on the “applicable disaster date” and (B) were entitled to individual and/or public assistance from the federal government under EESA with respect to damage caused by the disaster. The “applicable disaster date” is the date on which the severe storms, tornadoes and flooding occurred in such affected county in the Midwestern Disaster Area.

Such individuals are eligible to apply for a “Qualified Disaster Recovery Assistance Distribution” from the Plan that will be made on or after the applicable disaster date and before January 1, 2010. Any such distribution (1) may not exceed $100,000 per individual; (2) is exempt from the 10% IRS early distribution penalty tax; (3) is not eligible for rollover and therefore is not subject to mandatory 20% federal tax withholding; (4) Participants receiving such distribution(s) are permitted to spread the income tax resulting from receipt of the distribution(s) ratably over 3 years; and (5) may be repaid within 3 years to a
traditional IRA, a Code section 401(a) or 403(a) qualified plan, a governmental
457(b) plan or a 403(b) plan in which the individual is participating, which is
eligible to receive a rollover contribution.

(ii) **Recontributions of Withdrawals for Home Purchases.** Individuals who
took a hardship withdrawal from the Plan to purchase a home in the Midwestern
Disaster Area may recontribute such distribution to the Plan or to a traditional
IRA tax-free. Such amount must be recontributed within five (5) months after the
date of enactment of EESA (i.e., by March 3, 2009) in order to receive favorable
tax treatment.

The relief set forth in the preceding paragraph requires that the hardship
withdrawal have been made at least six (6) months before the applicable disaster
date and that the home purchase was not finalized due to such disaster.

9.3 **Rollover Withdrawals**

A Participant may elect to receive an in-service withdrawal of his or her Rollover
Account to the extent provided by the Adoption Agreement and permitted by applicable
law.

9.4 **Limitation**

The minimum amount of any withdrawal will be subject to the rules of the Funding
Agent.

9.5 **Withdrawal Charges**

In the event of any withdrawal by a Participant pursuant to Section 9.1, 9.2, or 9.3, the
Participant's Account shall be reduced by the charges, if any, that may from time to time
be imposed by the Funding Agent upon such withdrawal, including, but not limited to,
market value adjustments, and subject to any Funding Agent suspension of guaranteed
annuity rates.

9.6 **Loans to Participants**

If elected in the Adoption Agreement, a Participant may borrow from his or her vested
Account in accordance with and subject to Code section 72(p) and the limitations,
requirements and procedures of a loan policy adopted by the Plan Administrator and
incorporated into this Plan by reference. Any loan will be allocated to the Account of the
Participant to whom the loan is made and repayment of principal and interest on the loan
will be allocated to such Account in accordance with the loan policy adopted by the Plan
Administrator.
9.7 Timing and Election Rules

Any election to commence the payment of benefits under the provisions of this Article shall be made in compliance with the rules established by the Plan Administrator and, to the extent applicable, the provisions of ERISA section 205, including, without limitation, the spousal consent rules set forth in Section 7.6.

9.8 Distribution Forms

(a) **ERISA 403(b) Plans.** If the Plan is subject to ERISA, benefits payable under Section 9.1, 9.2, or 9.3 of this Article shall be paid in the standard form set forth in Section 7.1(b) unless the Participant has elected an optional form of benefit permitted under the Adoption Agreement.

(b) **Non-ERISA 403(b) Plans.** If the Plan is not subject to ERISA, benefits payable under Section 9.1, 9.2, or 9.3 shall be paid in the distribution form(s) set forth in the Adoption Agreement.

9.9 Special Distribution Restrictions for Contributions Made Pursuant to Qualified Automatic Contribution Arrangements

In the event that the Sponsoring Employer elects in the Adoption Agreement to have the Plan be a Qualified Automatic Contribution Arrangement, Employer Contributions taken into account for purposes of determining whether the requirements of a Qualified Automatic Contribution Arrangement are satisfied, may not be distributed prior to a date under which a Participant could receive a withdrawal under Section 9.1(a).
ARTICLE X

AMENDMENT OR TERMINATION OF PLAN; MERGER, CONSOLIDATION, OR TRANSFER OF ASSETS

10.1 Amendment

(a) The Sponsoring Employer reserves the right to amend the Plan, retroactively or prospectively, from time to time as it may deem advisable and, without limiting the generality of the foregoing, to adopt any amendment necessary or appropriate to ensure that the Plan remains a Section 403(b) Plan; provided, however, that no amendment shall be effective which would:

(i) Increase the duties or responsibility of Diversified or the Funding Agent without its consent thereto in writing;

(ii) Have the effect of reverting to the Participating Employer the whole or any part of the assets of the Plan, or of diverting any part of such assets to purposes other than for the exclusive benefit of Participants and Beneficiaries and the payment of Plan expenses at any time prior to the satisfaction of all the liabilities under the Plan with respect to such persons; or

(iii) Adversely affect the amount of any contributions made by any Participant or Beneficiary or by a Participating Employer on his or her behalf prior to the date of such amendment.

(b) All Participating Employers shall be deemed to consent to and adopt any amendment approved by the Sponsoring Employer and no other Participating Employer shall have any right to individually amend the Plan, provided that with the written consent of the Sponsoring Employer, special provisions may be adopted by any Participating Employer with regard to its Employees.

10.2 Vesting and Amendments

If the Plan is subject to ERISA, in the event any amendment to the Plan changes the vesting schedule, any Participant having three or more Years of Vesting Service shall be permitted to elect to have his or her nonforfeitable benefit percentage computed under the Plan without regard to such amendment.

10.3 Termination

(a) Terminable by Sponsoring Employer at Any Time. The Plan is purely voluntary on the part of the Participating Employer, and the Sponsoring Employer reserves
the right by action of the Board to terminate the Plan and to discontinue contributions completely at any time.

(b) **Vesting on Termination or Partial Termination.** In the event that the Plan is terminated for any reason, or contributions are completely discontinued, the rights of all Participants to their Accounts shall be nonforfeitable. In the event of a termination of the Plan only with regard to a group of Participants which termination is classified as a "partial termination", the rights in the Accounts of the Participants involved in the "partial termination" shall be nonforfeitable.

(c) **Employer Rights.** Any Participating Employer may at any time, with regard to its Employees, terminate the Plan or discontinue contributions. In addition, a Participating Employer may elect at any time by appropriate amendment or action affecting only its own status hereunder to disassociate itself from the Plan, but to continue the Plan as an entity separate and distinct from the Plan. In such event, such separation shall take place only after the taking of all required legal action, the filing and giving of all required notices and the establishment of a new funding arrangement that satisfies applicable legal requirements.

(d) **Termination of Participation of Sponsoring Employer.** In the event the Sponsoring Employer shall either terminate its participation in the Plan, or disassociate itself, then the remaining Participating Employers shall promptly appoint a new Sponsoring Employer.

(e) **Distributions on Termination.** The Sponsoring Employer may provide that in connection with a termination of the Plan, subject to any applicable provisions contained in the agreement(s) with the Funding Agent(s), all Accounts will be distributed, provided that the Sponsoring Employer and any Participating Employer on the date of Plan 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 Regulation section 1.403(b)-10 and any other applicable IRS guidance. Such distribution shall be made directly to the Participant, or at the direction of the Participant, and may be transferred directly to another eligible retirement plan described in Section 4.9. In the absence of a distribution election by a Participant who has received appropriate notice from the Sponsoring Employer, the Sponsoring Employer may transfer the Participant's benefit to an individual retirement account with an institution selected by the Sponsoring Employer, except that if the Participant's Account equals $1,000 or less, a lump sum payment will be made directly to the Participant.

(f) **Compliance with Applicable Law.** Any termination of the Plan pursuant to this Section shall be in compliance with Code section 403(b) and any Treasury Regulations or other guidance issued thereunder.
10.4 **Merger, Consolidation, or Transfer of Assets**

(a) **Merger into Another Plan.** The Plan may, at the election of the Sponsoring Employer, be merged into any other type of plan permitted under Code section 403(b) and any Treasury Regulations or other guidance issued thereunder.

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

10.5 **Abandonment**

(a) **General Rule.** In the event that all Participating Employers declare bankruptcy and are liquidated or cease to operate or exist, the Plan shall be automatically terminated in accordance with the requirements of the Code and, to the extent applicable, ERISA or other guidance issued thereunder and, to the extent permitted by the Code and ERISA (if applicable to the Plan), all assets shall be distributed to Participants and Beneficiaries, which may be in the form of annuity contracts; provided, however, that if the Plan cannot be terminated, Diversified may, in accordance with any applicable law, apply to an applicable court of law for the appointment of a receiver of the Plan who shall also serve as Plan Administrator.

(b) **Costs.** Any costs incurred by Diversified on account of the abandonment of the Plan shall be payable pursuant to the rules on Plan expenses set forth in Section 11.5.
ARTICLE XI

GENERAL PROVISIONS

11.1 Plan Administrator

(a) Appointment of Plan Administrator. Such persons as are selected by the Sponsoring Employer from time to time shall be the Plan Administrator responsible for administering and interpreting the Plan on behalf of the Sponsoring Employer.

(b) Powers and Duties of the Plan Administrator. The Plan Administrator shall have the power and duty to take all action and to make all decisions necessary or proper to carry out the provisions of the Plan and to determine the eligibility of any Employee to participate herein.

11.2 No Right of Employment

Nothing contained herein shall be deemed to give any Employee the right to be retained in Employment or to interfere with the rights of a Participating Employer to discharge him or her at any time.

11.3 Inalienability of Benefits

(a) General Rule. The rights or interests of any person under the Plan may not be assigned or alienated, and to the extent permitted by law, no benefit payments under the Plan shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same.

(b) Exceptions.

If the Plan is subject to ERISA:

(i) The rights or interest of any person under the Plan shall be subject to alienation in compliance with the requirements of ERISA section 206(d), to the extent applicable.

(ii) If the Plan is served with a "domestic relations order", as defined in ERISA section 206(d)(3)(B)(ii), such order shall be reviewed in accordance with separate written procedures established by the Plan Administrator to determine whether such domestic relations is a Qualified Domestic Relations Order. The value of any benefits held in a separate account for the benefit of an alternate payee shall be subject to the cashout rules in Section 7.10 as if such alternate payee was a Participant.
(iii) A Qualified Domestic Relations Order may direct that an alternate payee may immediately receive a distribution under the Plan of any Vested Interest even though the Participant would not be entitled to receive a distribution at such time.

Notwithstanding the foregoing, a governmental plan described in Code section 414(d) or a church plan described in Code section 414(e) may elect to apply the rules described in this Section 11.3 in accordance with Code section 414(p)(11).

11.4 Non-Transferability of Annuities

Annuities under the Plan shall be nontransferable to the extent required by Code section 401(g).

11.5 Expenses

(a) General Rule. All administrative expenses of the Plan shall be paid by the Participating Employers or paid out of the assets held by the Plan in accordance with applicable law.

(b) Allocation of Expenses. The Plan Administrator in its sole discretion may allocate the administrative expenses among the Participating Employers in such manner as it deems reasonable and which complies with applicable law.

11.6 Fiduciary Provisions

(a) Delegation of Duties. The Plan Administrator may delegate its duties and may designate other persons to carry out any of its fiduciary responsibilities under the Plan.

(b) Fiduciary Advice. The Plan Administrator may employ one or more persons to render advice with regard to any fiduciary responsibility he or she may have under the Plan.

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

(d) Exclusive Benefit. The Plan Administrator shall discharge his or her duties with respect to the Plan solely in the interest of the Participants and Beneficiaries for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan, and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.
Indemnification. To the extent permitted by applicable law, the Plan shall indemnify and hold harmless each member of the Board, the Plan Administrator, Diversified, and the employees, directors, and officers of each Participating Employer ("Covered Persons") from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities to the Plan, including all expenses reasonably incurred in their defense, unless:

(i) It shall be established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person; or

(ii) In event of settlement or other disposition of such claim involving the Plan, it is determined by written opinion of independent counsel that such act or omission involved a violation of duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person.

To the extent permitted by applicable law, all expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in any settlement incurred by the Covered Person in connection with any of the proceedings described above shall be paid from the assets of the Plan, provided that:

(i) The Covered Person shall repay such advances to the Plan, with reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by a written opinion of independent counsel, that the Covered Person violated Part 4 of Title I of ERISA, was grossly negligent, or engaged in willful misconduct; and

(ii) The Covered Person shall provide a bond, letter of credit or make other appropriate arrangements for repayment of advances.

Notwithstanding the foregoing, no such advances shall be made in connection with any claim against the Covered Person that is made by or on behalf of the Plan, provided that upon the final disposition of such claim, the expenses (including reasonable attorneys' fees and disbursements), judgments, fines and amounts paid in settlement shall be reimbursed by the Plan to the extent provided above.

The indemnification provided above shall apply only to claims and expenses not actually covered by insurance.

To the extent not covered by insurance or reimbursed by the Plan, each Participating Employer shall indemnify each Covered Person acting as a fiduciary to the Plan against any and all liabilities or expenses, including all legal fees
relating thereto, arising in connection with the exercise of their duties and responsibilities to the Plan, provided, however, that each Participating Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct.

(f) Co-Fiduciary Liability. Except to the extent required by ERISA section 405, no Fiduciary shall be liable for any act or omission of another person in carrying out any fiduciary responsibility where such fiduciary responsibility is allocated to such other person by or pursuant to the Plan.

11.7 Claims Procedure

The following claims procedures shall apply:

(a) Initial Review of Claims.

Claims for benefits under the Plan made by a Participant, Beneficiary, or any other person or entity who may be eligible to receive benefits under the Plan (collectively, a "claimant") must be submitted in writing to the Plan Administrator at such address as may be specified from time to time.

In addition, the Plan Administrator, in its sole discretion, may treat any writing or other communication (sent or forwarded to the Plan Administrator) related to a claimant's benefits as a claim for benefits under these procedures, even if the writing or communication is not labeled as a claim for benefits.

If a claim is denied in whole or in part, the Plan Administrator shall notify the claimant of its decision by written or electronic notice, in a manner calculated to be understood by the claimant. The notice shall set forth:

(i) the specific reasons for the denial of the claim;

(ii) a reference to specific provisions of the Plan on which the denial is based;

(iii) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the Plan's claims review procedure for the denied or partially denied claim and any applicable time limits, and, to the extent applicable, a statement that the claimant has a right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

Such notification shall be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an
extension of time for processing the claim, and provided written notice of such extension and circumstances and the date a decision is expected is given to the claimant within the initial 90-day period). A claim is considered approved only if its approval is communicated in writing to a claimant.

(b) **Review of Denied Claims.**

(i) Upon denial of a claim in whole or in part, a claimant or his or her duly authorized representative shall have the right to submit a written request to the Plan Administrator for a full and fair review of the denied claim. A request for review of a claim must be submitted within 60 days of receipt by the claimant of written notice of the denial of the claim. If the claimant fails to file a request for review within 60 days of the denial notification, the claim will be deemed abandoned and the claimant precluded from reasserting it.

(ii) The claimant or the claimant's representative shall have, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

(iii) The claimant may submit written comments, documents, records, and other information relating to the claim for benefits.

(iv) The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(v) Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim.

(vi) The person or persons reviewing the appeal will advise the claimant of the results of the review within 60 days after receipt of the written request for review (or within 120 days if special circumstances require an extension of time for processing the request, and if notice of such extension and circumstances and the date a decision is expected is given to such claimant within the initial 60-day period).

(vii) The decision on review shall be in written or electronic form, in a manner calculated to be understood by the claimant. The notice shall set forth:

(A) the specific reasons for the denial of the appeal of the claim;

(B) a reference to specific provisions of the Plan on which the denial is based;
(C) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and

(D) a statement describing any voluntary appeal procedures offered by the Plan (if any) and, to the extent applicable, the claimant's right to obtain information about such procedures and a statement of the claimant's right to bring an action under ERISA section 502(a).

(c) Pre-Claims Process Statute of Limitations. No claim alleging that a contribution should have been made and has failed to be made shall be honored or paid unless such claim is brought within two years of the date it is claimed that the contribution should have been made if the periodic benefit statements furnished to the claimant did not include the amount of such claimed contribution.

(d) Exhaustion of Remedies. A claimant may not commence a civil action in court for any benefit claim until he or she has fully and timely exhausted these claims procedures. If a civil action is not filed within two years of the date on which a claim has been deemed abandoned without review or been denied upon review in accordance with Section 11.7(b), the claimant's benefit claim will be deemed waived and abandoned. Such period for commencement of civil actions shall not relieve the claimant from the consequences of a failure to timely file a claim or a request for review of a denied claim under Sections 11.7(a), (b), or (c).

(e) Compliance with Claims Procedures. Any other claims for benefits that arise under, or in connection with, the Plan must also be filed with the Plan Administrator and will be considered in accordance with the procedures described in this Section.

11.8 Governing Law

(a) General Rule. The Plan shall be governed by and construed in accordance with the laws of the state in which the executive offices of the Sponsoring Employer are located except as such laws may be superseded by ERISA (to the extent applicable) or the Code. Anything in the Plan or any amendment hereto to the contrary notwithstanding, no provision of the Plan shall be construed so as to violate the requirements of ERISA (to the extent applicable) or the requirements of the Code necessary for the Plan to be a Section 403(b) Plan.

(b) Conflicts between the Plan and Funding Agent. In the event of any conflict between the terms of the Plan and any Funding Agent, the terms of the Plan shall govern.
11.9 Military Service

Notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Code section 414(u). An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional contributions under Section 4.2 upon resumption of employment with the Participating Employer equal to the maximum contributions that the Employee could have elected during that period if the Employee's employment with the Participating Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the contributions pursuant to Section 4.2, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). If the Employee makes additional contributions pursuant to this Section, the Participating Employer shall make a matching contribution based on the additional contributions which would have been required had the contributions been made during the period of the qualified military service.

11.10 Electronic Writings

Notwithstanding any provision of the Plan to the contrary, commonly accepted means of electronic communication approved of by both the Sponsoring Employer and Diversified may be used for any activity under this Plan for which a writing is required. Any such communication shall comply with Treasury Regulation section 1.401(a)-21, as applicable.

11.11 Limitation on Liability

In no event shall a Participating Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account. Neither a Participating Employer, the Plan Administrator, Diversified nor any other party shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

11.12 Unclaimed Benefits

(a) Rollover of Cashouts. If elected in the Adoption Agreement, the default form of payment for distributions greater than $1,000 but less than or equal to $5,000 shall be a direct rollover to an individual retirement account or annuity to the extent required by and subject to Code section 401(a)(31)(B), applicable Labor and Treasury Regulations, and other authority. If an individual retirement account or annuity is established, no amounts contributed to these accounts may be forfeited under the Plan.

(b) Notification of Participants and Beneficiaries. The Plan Administrator shall notify Participants or Beneficiaries, by certified or registered mail sent to his or her last known address of record with a Participating Employer, when their
benefits become distributable as provided in the Plan. If a Participant or Beneficiary does not respond to the notice within 90 days of the date of the notice, the Plan Administrator shall take reasonable steps to locate the Participant or Beneficiary including, but not limited to, requesting assistance from a Participating Employer, Employees, Social Security Administration and/or the Internal Revenue Service.

(c) Disposal of Funds if Participant or Beneficiary Not Locatable. If the Participant or Beneficiary cannot be located after a period of 12 months, or such other period determined in a uniform and nondiscriminatory manner by the Plan Administrator, the Plan Administrator shall treat the benefit as a forfeiture pursuant to Article VI to the extent permitted by applicable law.

(d) Subsequent Request for Payment. If a Participant or Beneficiary later makes a claim for such benefit, the Plan Administrator shall validate such claim and provide the Participant or Beneficiary with all notices and other information necessary for the Participant or Beneficiary to perfect the claim. If the Plan Administrator validates the claim for benefits, the Participant's Account balance shall be restored to the benefit amount treated as a forfeiture. Such benefit shall not be adjusted for investment earnings or losses during the period beginning on the date of forfeiture and ending on the date of restoration. The funds necessary to restore the Participant's Account will first be taken from amounts eligible for reallocation or other disposition as forfeitures with respect to the Plan Year. If such funds do not exist or if such funds are insufficient, the Participating Employer will make a contribution prior to the date on which the benefit is payable to restore such Participant's Account. Such benefit shall be paid or commence to be paid in the same manner as if the benefit was eligible for distribution on the date the claim for benefit is validated.

(e) Failure to Negotiate Benefit Check. The Plan Administrator shall follow the same procedures in subsections (c) and (d) for locating and subsequently treating as a forfeiture the benefit of a Participant or Beneficiary whose benefit has been properly paid under Plan terms but where the Participant or Beneficiary has not negotiated the benefit check(s).

(f) Alternate Procedures. Notwithstanding the foregoing, the Plan Administrator in his or her discretion may establish alternative procedures for locating and administering the benefits of missing Plan Participants.

(g) Compliance with ERISA and the Code. Notwithstanding any provision of this Section to the contrary, the Plan Administrator shall not take any action that would contravene the provisions of the Code, ERISA (if applicable to the Plan), or any other applicable law.
11.13 Titles and Subheadings

The titles and subheadings used in this document are for reference purposes only.
Unclaimed Benefit Procedures

Diversified has developed the following procedures for locating former employees who were Participants in the Plan. These procedures have been designed to satisfy your fiduciary requirements for locating lost Participants. Diversified is prohibited from providing legal advice outside of the company. You should ask your legal counsel to review these procedures.

These Unclaimed Benefit Procedures must be kept with your Plan records.
Unclaimed Benefit Procedures

The following Unclaimed Benefit Procedures will be followed for handling benefits which are payable to former Participants and Beneficiaries of the Plan. A private locator service, ACCURINT, will be used to locate such former Participants and Beneficiaries. The Plan Administrator may choose to use another service in the future. No follow-up attempts will be made on check amounts of $5.00 or less. These amounts will be escheated to the appropriate state.

Returned Checks:

1. If a check is returned as undeliverable, Diversified Retirement Corporation ("Diversified") will perform an address search using ACCURINT.

2. If a new address is found, Diversified will issue a duplicate check to the Participant at the new address. Diversified will notify the Plan Administrator of the new address to update their records.

3. If a new address is not found, Diversified will notify the Plan Administrator and ask for a more current address. If a new address is not available, the amount of the distribution (net of taxes withheld, if any) will be re-deposited back into the Participant's account as of a current date in the most conservative investment fund option available under the Plan. If the check is for a nondiscrimination testing refund, excess deferral refund, 415 excess contribution refund, or a required minimum distribution the amount will be escheated to the appropriate state.

4. The re-deposited amount will be treated as after-tax monies so it will not be subject to tax withholding in a subsequent distribution. However, earnings on the amount that is re-deposited would be subject to tax withholding when distributed.

Un-cashed Checks:

1. If a check is un-cashed for four months, Diversified will send a follow-up letter to the Participant at the address in Diversified's records.

2. If the letter is returned, Diversified will do an address search using ACCURINT.

3. If new address is found, Diversified will send a follow-up letter to the Participant at the new address reminding them that they have an un-cashed check.

4. If a new address is not found or the check is still outstanding after five months, the Returned Check procedures starting with Step 3 will be followed.

April 3, 2008