[PLACE YOUR COMPANY NAME HERE]

BASIC PLAN DOCUMENT #E04-403B (FULL SCOPE)

[PLACE YOUR COMPANY NAME HERE]
BASIC PLAN DOCUMENT
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ARTICLE 1
INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement, as well as any Annuity Contracts; Custodial Accounts; and Retirement Income Accounts established hereunder, are intended to meet the requirements of Code section 403(b). The applicable provisions of ERISA only apply to the extent that the Adoption Agreement provides that Plan is subject to ERISA. In addition, the non-discrimination provisions of Code section 403(b)(12) only apply to the extent that the Adoption Agreement provides that Plan is not a FICA Church and not a Governmental Plan except that the annual compensation limits of Code section 401(a)(17) shall apply to a Governmental Plan.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Company on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Company whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2
DEFINITIONS

"Account" means the balance of a Participant's interest in the Fund maintained for the benefit of the Participant or Beneficiary as of the applicable date. "Account" or "Accounts" shall include to the extent provided in the Adoption Agreement, an Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Voluntary Contribution Account, Rollover Contribution Account, Qualified Nonelective Contribution Account, Transfer Account, the earnings or loss of each Annuity Contract (and Retirement Income Account) or a Custodial Account (net of expenses), any transfers, and any distribution made allocable to the Participant or the Participant's Beneficiary and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Alternate Payee" means the person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

"Annuity Contract" means a nontransferable contract that includes payment in the form of an annuity that is issued by an insurance company qualified to issue annuities in a state that satisfies all of the applicable requirements of Code sections 403(b) and 401(g).

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form.

"Beneficiary" means the designated person(s) entitled to receive benefits, under Section 7.04 of the Plan, after the death of a Participant.

"Board" means the governing body of the Plan Sponsor.

"Church Plan" means a plan defined in ERISA section 3(33)

"Code" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

"Committee" means the Committee that may be appointed by the Plan Sponsor pursuant to Section 11.01 to serve as Plan Administrator.

"Company" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Compensation" shall have the meaning set forth in the Adoption Agreement.

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)).

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001 shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

Notwithstanding the foregoing, the limits on Compensation described above do not apply if the Adoption Agreement provides that the Plan is a FICA Church Plan.

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

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

"Effective Date" shall have the meaning set forth in the Adoption Agreement.

"Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation pursuant to Article 4 of the Plan. Elective Deferrals include Pre-tax Elective Deferrals and, if applicable, Roth Elective Deferrals.

"Elective Deferral Account" means so much of a Participant's Account as consists of a Participant's Elective Deferrals (and corresponding earnings) made to the Plan.

"Eligibility Computation Period" means a 12 consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof. Notwithstanding the foregoing and if the Adoption Agreement provides that the Eligibility Computation Period switches to the Plan Year, his Eligibility Computation Period for such purpose will switch to the Plan Year, beginning with the Plan Year that includes the first anniversary of his Employment Commencement Date. If the Eligibility Computation Period switches to the Plan Year, an Employee who is credited with a Year of Eligibility Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's initial Eligibility Computation Period will be credited with two Years of Eligibility Service.

"Eligible Employee" means any Employee employed by the Company, subject to the modifications and exclusions described in the Adoption Agreement.

If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Company is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee with respect to Company contributions by reason of such reclassification or determination.

"Employee" means an employee as defined in Treas. Reg. section 1.403(b)-2(b)(9).

"Employer" means the Company or any other employer required to be aggregated with the Company under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above. Notwithstanding the foregoing, the universal availability requirement of Code section 403(b)(12)(A)(ii) for Elective Deferrals shall apply separately to each individual employer.

"Employment Commencement Date" means the first date on which the Eligible Employee performs an Hour of Service.

"ERISA" means the Employee Retirement Income Security Act of 1974, all amendments thereto and all federal regulations promulgated pursuant thereto.

"Excess Elective Deferral" means Elective Deferrals made in excess of the limit described in Section 5.01.

"FICA Church Plan" means a Code section 403(b) plan sponsored by a church as defined in Code section 3121(w)(3)(A) or by a qualified church-controlled organization (as defined in Code section 3121(w)(3)(B)).

"Fund" means the funding vehicles used to fund benefits payable under the Plan which may include Annuity Contracts, Custodial Accounts and Retirement Income Accounts specifically approved by Employer for use under the Plan.

"Governmental Plan" means a plan defined in ERISA section 3(32).

"Highly Compensated Employee" means any Employee who during the Plan Year performs services for the Employer and who is a highly compensated employee within the meaning of Code section 414(q). The determination of Highly Compensated Employees shall subject to any elections specified in the Adoption Agreement.

"Hour of Service" means:

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

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 hours of service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to DOL Reg. section 2530.200b-2 which is incorporated herein by this reference.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service will not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (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.

Solely for purposes of determining whether a One-Year Break in Service has occurred, an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.

Notwithstanding the foregoing, for determining service under the elapsed time method an Hour of Service means each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

Hours of service will be credited for employment with the Employer. Hours of service will also be credited for any individual considered an Employee for purposes of this Plan under Code sections 414(n) or 414(o).

If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer.

Service with respect to qualified military service shall be credited in accordance with Code section 414(u) and service shall also be determined to the extent required by the Family and Medical Leave Act of 1993.

Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, Hours of Service shall be determined by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

"Investment Fiduciary" means the fiduciary appointed by the Plan Sponsor pursuant to Section 11.02. If the Adoption Agreement provides that the Plan is subject to ERISA the fiduciary shall be subject to standards of conduct as prescribed under ERISA. If the Adoption Agreement provides that the Plan is not subject to ERISA the use of term fiduciary does not imply that the person must act as fiduciary under the standards of ERISA.

"Investment Manager" means, if the Adoption Agreement provides that the Plan is subject to ERISA, an investment manager as described in section 3(38) of ERISA. If the Adoption Agreement provides that the Plan is not subject to ERISA, Investment Manager means anyone appointed by the Investment Fiduciary to manage investment of the Funds.

"Matching Contribution" means an Employer Matching Contribution made to the Plan on behalf of the Participant pursuant to Article 4 of the Plan.

"Matching Contribution Account" means so much of a Participant's Account as consists of Matching Contributions (and corresponding earnings) made to the Plan.

"Matched Employee Contribution" means a Participant's Elective Deferrals and such other employee contributions specified in the Adoption Agreement.

"Non-Elective Contribution" means a contribution made by the Company that is allocated to a Participant's Non-Elective Contribution Account pursuant to Article 4.

"Non-Elective Contribution Account" means so much of a Participant's Account as consists of Non-Elective Contributions (and corresponding earnings) made to the Plan.

"Nonhighly Compensated Employee" means an Employee who is not a Highly Compensated Employee.

"Normal Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"One-Year Break in Service" means, for purposes of determining a Year of Eligibility Service, an Eligibility Computation Period or, for purposes of determining a Year of Vesting Service, a Vesting Computation Period during which an Employee is credited with 500 or fewer Hours of Service.

"One-Year Period of Severance" means a Period of Severance of at least 12 consecutive months. In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a One-Year Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Article 3 and who has not received a distribution of his or her entire benefit under the Plan.

"Period of Severance" means a continuous period of time during which the Employee does not perform an Hour of Service for the Employer. Such period begins on the date the Employee retires, dies, quits or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.

"Plan Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 11.01.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the 12-consecutive month period described in the Adoption Agreement.

"Post Severance Compensation" means compensation paid by the later of: (1) 2-1/2 months after an Employee's severance from employment with the employer maintaining the plan, or (2) the end of the year that includes the date of the Employee's severance from employment with the employer maintaining the plan if: (a) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or (b) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

"Post Year End Compensation" means amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year.

"Pre-tax Elective Deferral" means Elective Deferrals that are not includible in the Participant's gross income at the time deferred.

"Pre-tax Elective Deferral Account" means so much of a Participant's Account as consists of a Participant's Pre-Tax Elective Deferrals (and corresponding earnings) made to the Plan.

"Public School" means a state, a political subdivision of a state, or an agency or instrumentality of a state but only with respect to an employee of the state performing services for an educational organization within the meaning of Code section 170(b)(1)(A)(ii).

"Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" within the meaning of Code section 414(p). A domestic relations order will not fail to be a qualified domestic relations order solely because the domestic relations order: (i) revises or is issued after another domestic relations order or qualified domestic relations order, or (ii) the domestic relations order is issued after the participant's death, divorce or annuity starting date.

"Qualified Joint and Survivor Annuity" means for a married Participant, an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is 50 percent of the amount of the annuity which is payable during the joint lives of the Participant and the spouse and which is the amount of benefit which can be purchased with the Participant's vested Account balance. Effective for Plan Years beginning after December 31, 2007, a married Participant may also elect a survivor annuity for the life of the Participant's spouse which is 75 percent of the amount of the annuity which is payable during the joint lives of the Participant and the spouse. For a single Participant, a Qualified Joint and Survivor Annuity means an immediate annuity for the life of the Participant and which is the amount of benefit which can be purchased with the Participant's vested Account balance. The terms of such Annuity Contract shall comply with the provisions of this Plan and the Annuity Contract shall be nontransferable.

"Qualified Nonelective Contribution" means a contribution made by the Company that is allocated to a Participant's Qualified Nonelective Contribution Account pursuant to Article 4.

"Qualified Nonelective Contribution Account" means so much of a Participant's Account as consists of Qualified Nonelective Contributions (and corresponding earnings) made to the Plan.

"Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires. If the Plan is not a Governmental Plan and not a Church Plan, benefit distributions to a more than 5% owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2. The Adoption Agreement may provide that for a Participant other than a more than 5% owner (if applicable): (i) the Required Beginning Date is the April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (ii) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (i) of this sentence. A "more than 5% owner" means any person who owns (either directly or by attribution, under Code section 318) more than 5% of the outstanding stock of the Employer or stock possessing more than 5% of the total combined voting power of all stock of the Employer or, in the case of an unincorporated business, any person who owns more than 5% of the capital or profits interest in the Employer.

"Retirement Income Account" means a defined contribution program established or maintained by a church-related organization as defined in Treas. Reg. section 403(b)-2(b)(6) under which (i) there is separate accounting for the retirement income account's interest in the underlying assets, (ii) investment performance is based on gains and losses on those assets, and (iii) the assets held in the account cannot be used for, or diverted to, purposes other than for the exclusive benefit of plan Participants or their beneficiaries. A Retirement Income Account shall be treated as an Annuity Contract.

"Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another tax-qualified plan or individual retirement account pursuant to Article 4 of the Plan.

"Rollover Contribution Account" means so much of a Participant's Account as consists of a Participant's Rollover Contributions (and corresponding earnings) made to the Plan.

"Roth Elective Deferral" means an Elective Deferral that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the Pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (b) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Roth Elective Deferrals shall be subject to the same conditions and limitations as apply to Elective Deferrals.

"Roth Elective Deferral Account" means so much of a Participant's Account as consists of a Participant's Roth Elective Deferrals (and corresponding earnings) made to the Plan.

"Termination" and "Termination of Employment" means severance from employment with the Employer (as defined in Treas. Reg. Section 1.403(b)-2(b)(19)). Termination occurs when the Employee ceases to be employed by the Employer maintaining the plan and on any date on which an Employer ceases to be an eligible employer. For purposes of this definition, eligible employer means:

(a) a Public School;

(b) a Code section 501(c)(3) organization which is exempt from tax under Code section 501(a) with respect to any employee of the Code section 501(c)(3) organization;

(c) any employer of a minister described in Code section 414(e)(5)(A), but only with respect to the minister; or

(d) a minister described in Code section 414(e)(5)(A), but only with respect to a Retirement Income Account established for the minister.

A subsidiary or other affiliate of an eligible employer is not an eligible employer if the subsidiary or other affiliate is not an entity described above.

"Transfer Account" means so much of a Participant's Account as consists of amounts transferred from another tax-qualified plan pursuant to Article 4 (and corresponding earnings) in a transaction that was not an eligible rollover distribution within the meaning of Code section 402.

"Valuation Date" has the meaning specified in the Adoption Agreement.

"Vesting Computation Period" means, for purposes of determining Years of Vesting Service, the period described in the Adoption Agreement.

"Voluntary Contribution" means an Employee contribution made to the Plan on an after-tax basis not including Roth Elective Deferrals.

"Voluntary Contribution Account" means so much of a Participant's Account as consists of a Participant's Voluntary Contributions (and corresponding earnings) made to the Plan.

"Year of Eligibility Service" means, with respect to any Eligible Employee, an Eligibility Computation Period during which he completes at least the service specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Eligibility Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which eligibility service is being determined (if less than one year of eligibility service is required such period shall be substituted for "twelve month" where it appears in this clause), (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months. Except as provided in the Adoption Agreement, all Years of Eligibility Service with the Employer are taken into account.

Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, Year of Eligibility Service shall be determined by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

"Year of Vesting Service" means a Vesting Computation Period during which the Employee completes at least the number of hours specified in the Adoption Agreement. If the Plan uses the elapsed time method: (i) "Year of Vesting Service" means a twelve month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which vesting service is being determined, (ii) in order to determine the number of whole Years of Eligibility Service under the elapsed time method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service, and (iii) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months.

All Years of Vesting Service with the Employer are taken into account except that for an Employee who has five consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the elapsed time method) and except to the extent provided in Article 6, all periods of service after such breaks in service/periods of severance shall be disregarded for the purpose of vesting the Employee's employer-derived Account balance that accrued before such breaks in service/periods of severance, but except as otherwise expressly provided, both the service before and after such breaks in service/periods of severance shall count for purposes of vesting the Employee's employer-derived Account balance that accrues after such breaks in service/periods of severance. In addition, if permitted in the Adoption Agreement, Years of Vesting Service before age 18 and/or Years of Vesting Service before the Employer maintained this Plan or a predecessor plan will not be taken into account in computing vesting service.

Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, Year of Vesting Service shall be determined by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

ARTICLE 3
PARTICIPATION

Section 3.01 ELECTIVE DEFERRALS AND VOLUNTARY CONTRIBUTIONS

(a) Elective Deferrals. Except to the extent provided in the Adoption Agreement if the Plan is a FICA Church Plan, each Eligible Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf pursuant to Article 4.

(b) Voluntary Contributions. Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Voluntary Contributions immediately prior to the Effective Date shall be a Participant eligible to make Voluntary Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Voluntary Contributions immediately prior to the Effective Date shall become a Participant eligible to make Voluntary Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make Voluntary Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.02 MATCHING CONTRIBUTIONS

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Matching Contributions immediately prior to the Effective Date shall be a Participant eligible to receive Matching Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Matching Contributions immediately prior to the Effective Date shall become a Participant eligible to receive Matching Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.03 NON-ELECTIVE CONTRIBUTIONS

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan with respect to Non-Elective Contributions immediately prior to the Effective Date shall be a Participant eligible to receive Non-Elective Contributions pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan with respect to Non-Elective Contributions immediately prior to the Effective Date shall become a Participant eligible to receive Non-Elective Contributions on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.04 TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer. Should such Employee again qualify as an Eligible Employee or if an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.05 TERMINATION AND REHIRES

Except as provided in Section 4.03(e), if an Employee has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of his Termination of Employment. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 as of his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee,

shall resume or become a Participant immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3. The determination of whether a rehired Eligible Employee satisfies the requirements of Article 3 shall be made after the application of any applicable break in service rules.

Section 3.06 ELIGIBILITY WAIVER

The Company may waive any of the Eligibility requirements to participate in the Plan with respect to Non-Elective Contributions for an Employee who does not otherwise satisfy such requirements. However, in order to qualify for the waiver, the Employee must also be: (i) a Nonhighly Compensated Employee, and (ii) eligible for a nonelective allocation other than Non-Elective Contributions (including, but not limited to, a safe harbor non-elective allocation).

Section 3.07 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to this Article 3.

ARTICLE 4
CONTRIBUTIONS

Section 4.01 ELECTIVE DEFERRALS AND VOLUNTARY CONTRIBUTIONS

(a) Elections. Each Participant may execute elections pursuant to this Section 4.01 by executing an election and filing it with the Administrator in the form and manner prescribed by the Plan Administrator. The Plan Administrator shall provide each Participant with the forms necessary to elect to reduce his or her Compensation by amounts specified in the Adoption Agreement (and have that amount contributed as an Elective Deferral or Voluntary Contribution on his or her behalf). This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The participation election shall also include designation of the Funds and Accounts therein to which Elective Deferrals or Voluntary Contributions are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Notwithstanding the foregoing, a Participant shall be eligible to make Voluntary Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Modifications. As of the date a Participant first meets the eligibility requirements of Section 3.01, he may elect to contribute to the Plan. Subsequent to that date, a Participant may elect to start, increase, reduce or totally suspend his elections pursuant to this Section 4.01, effective as of the dates specified in the Adoption Agreement. If the Adoption Agreement specifies that the Plan is a traditional safe harbor pursuant to Code section 401(m)(11) or a qualified automatic contribution arrangement plan pursuant to Code section 401(m)(12), a Participant may modify his election during the 30 day period following receipt of the safe harbor notice.

(c) Procedures. A Participant shall make an election described in Subsection (b) in such form and manner as may be prescribed by the Plan Administrator at such time in advance as the Plan Administrator may require. A Participant's election regarding Elective Deferrals may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant.

(d) Reduction in Elections. The Plan Administrator may reduce or totally suspend a Participant's election if the Plan Administrator determines that such election may cause the Plan to fail to satisfy any of the requirements of Article 5.

(e) Catch-up Contributions. If elected by the Plan Sponsor in the Adoption Agreement and effective as provided therein, all Participants who are eligible to make Elective Deferrals under this Plan shall be eligible to make Catch-up Contributions pursuant to Section 5.01.

(f) Roth Elective Deferrals. To the extent provided in the Adoption Agreement, Participants shall be eligible to irrevocably designate some or all of their Elective Deferrals as either Pre-tax Elective Deferrals or Roth Elective Deferrals. All elections shall be subject to the same election procedures, limits on modifications and other terms and conditions on elections as specified in the Plan. If Roth Elective Deferrals are not permitted, all Elective Deferrals shall be designated as Pre-tax Elective Deferrals.

(g) Automatic Enrollment. To the extent provided in the Adoption Agreement, upon the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and at the effective date of the addition of an automatic enrollment feature for current Participants), an Eligible Employee who has not made an Elective Deferral election shall be deemed to have made an Elective Deferral election (in the case of a qualified automatic contribution arrangement, the Adoption Agreement may provide that all Eligible Employees shall be deemed to have made an Elective Deferral election) in the amount provided in the Adoption Agreement; provided however that:

(1) The Eligible Employee may file an election to receive cash in lieu of Elective Deferrals at the time such deemed election is made or within the 60 day period thereafter ending before the Compensation is currently available. The Eligible Employee may make a subsequent affirmative election to make Elective Deferrals at a later date that is effective as provided in Section 4.01(b).

(2) At the time the Eligible Employee is hired (or at the effective date of the addition of an automatic enrollment feature, if later), the Eligible Employee shall receive a notice that explains the automatic Elective Deferral election, his or her compensation reduction percentage and the individual's right to elect to have no such Elective Deferrals made to the Plan or to alter the amount of those contributions, including the procedure for exercising that right and the timing for implementation of any such election.

(3) If the Plan provides for Roth Elective Deferrals, all Elective Deferrals made under Subsection (g) shall be designated as Pre-tax Elective Deferrals.

(h) Eligible Automatic Enrollment Arrangement. To the extent provided in the Adoption Agreement, an Employee for whom contributions have been automatically made under Section 4.01(g) may elect to withdraw all of the contributions made on his or her behalf under Section 4.01(g), including earnings thereon to the date of the withdrawal. 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 4.01(g) and subject to any requirements under Code section 414(w) and any corresponding guidance or regulations issued thereunder.

(i) Contribution and Allocation of Elective Deferrals and Voluntary Contributions. The Company shall contribute to the Plan with respect to each pay period an amount equal to the Elective Deferrals and Voluntary Contributions of Participants for such pay period, as determined pursuant to the elections in force pursuant to this Section. There shall be directly and promptly allocated to the Elective Deferral Account and Voluntary Contribution Account of each Participant the Elective Deferrals and Voluntary Contributions, respectively, contributed by the Employer to the Plan by reason of any election in force with respect to that Participant.

(j) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Elective Deferrals and Voluntary Contributions.

Section 4.02 MATCHING CONTRIBUTIONS

(a) Subject to the limitations described in Article 5, the Company shall contribute to the Plan an amount specified in the Adoption Agreement on behalf of each Participant who made a Matched Employee Contribution and who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Contribution and Allocation of Matching Contributions. Matching Contributions shall be made to the Plan and promptly allocated to the Matching Contribution Accounts of Participants who meet the requirements of Subsection (a) and in the amount determined pursuant to Subsection (a) as soon as administratively feasible after the end of the periods described in the Adoption Agreement. After the end of each Plan Year the Company may make an additional Matching Contribution on behalf of each Participant in the amount of the positive difference, if any, between the Matching Contributions that would have been had allocated to his account had such contributions been determined on the basis of Compensation for the entire Plan Year and the Matching Contributions previously allocated to such Participant's Account.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Matching Contributions.

(d) Coverage Failures. If the application of the rules described above causes the Plan to fail to meet the minimum coverage requirements of Code section 410(b)(1)(B) (the Plan does not benefit a percentage of Nonhighly Compensated Employees that is at least 70% of the percentage of Highly Compensated Employees who benefit under the Plan) for any Plan Year with respect to Matching Contributions because the Company's Matching Contributions have not been allocated to a sufficient number or percentage of Participants for such year, then the list of Participants eligible to share in such contributions for such year shall be expanded to include the Participants described in the Adoption Agreement.

(1) If the Adoption Agreement specifies that all non-excludable Participants shall be entitled to share in such contributions for such year, then the following additional Participants shall be eligible to share in such contributions:

(A) Any Participant who remains in the Employer's employ on the last day of such Plan Year; and

(B) Any Participant who completes at least 501 Hours of Service during such Plan Year (whether or not he remains in the Employer's employ on the last day of such Plan Year).

(2) If the Adoption Agreement specifies that just enough Participants shall be entitled to share in such contributions for such year, then the following additional Participants shall be eligible to share in such contributions:

(A) The list of Participants eligible to share in the Company's Matching Contributions for such Plan Year shall be expanded to include the minimum number of Participants who would not otherwise be eligible as are necessary to satisfy the minimum coverage requirements under Code section 410(b)(1)(B). The specific Participants who shall become eligible to share in the Company's Matching Contribution for such Plan Year pursuant to this Paragraph (A) shall be those Participants who remain in the Company's employ on the last day of such Plan Year and who have completed the greatest amount of service during the Plan Year.

(B) If, after the application of Paragraph (A) above, the minimum coverage requirements of Code section 410(b)(1)(B) are still not satisfied, then the list of Participants eligible to share in the Company's Matching Contribution for such Plan Year shall be further expanded to include the minimum number of Participants who do not remain in the Company's employ on the last day of the Plan Year as are necessary to satisfy such requirements. The specific Participants who shall become eligible to share in the Company's contribution for such Plan Year pursuant to this Paragraph (B) shall be those Participants who had completed the greatest amount of service during the Plan Year before terminating their employment with the Employer.

Section 4.03 NON-ELECTIVE CONTRIBUTIONS

(a) Amount. Subject to the limitations described in Article 5, the Company may, in its sole discretion, make Non-Elective Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Allocation of Non-Elective Contributions. Non-Elective Contributions shall be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a) in the manner described in the Adoption Agreement. If the Adoption Agreement provides that the Plan uses a New Comparability allocation formula, the Company may waive any requirements to receive an allocation for a Participant who does not otherwise satisfy such requirements. However, in order to qualify for the waiver, a Participant must also be: (i) a Nonhighly Compensated Employee; and (ii) eligible for another allocation (including, but not limited to, a safe harbor non-elective allocation) that is taken into account in determining whether the Plan satisfies the non-discrimination requirements of Code section 401(a)(4) with respect to non-elective contributions.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Non-Elective Contributions.

(d) Coverage Failures. If the application of the rules described above causes the Plan to fail to meet the minimum coverage requirements of Code section 410(b)(1)(B) (the Plan does not benefit a percentage of Nonhighly Compensated Employees that is at least 70% of the percentage of Highly Compensated Employees who benefit under the Plan) for any Plan Year with respect to contributions described in this Section 4.03 because such contributions have not been allocated to a sufficient number or percentage of Participants for such year, then the list of Participants eligible to share in such contributions for such year shall be expanded to include the minimum

number of Participants described in Section 4.02(d) to satisfy Code section 410(b)(1)(B) with respect to contributions described in this Section 4.03.

(e) Former Employees. To the extent provided in the Adoption Agreement, a former employee who was a Participant at the time of Termination is deemed to have includible compensation, within the meaning of Code section 415(c)(3) and Treas. Reg. section 1.403(b)-4(d), 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 number of taxable years of the employee as specified in the Adoption Agreement.

Section 4.04 QUALIFIED NONELECTIVE CONTRIBUTIONS

(a) Amount of Safe Harbor Qualified Nonelective Contributions. If the Adoption Agreement specifies that the Plan will satisfy the 401(m) safe harbor provisions by making a non-elective contribution to the Plan (as a traditional safe harbor pursuant to Code section 401(m)(11) or as a qualified automatic contribution arrangement pursuant to Code section 401(m)(12)), the Company shall, subject to the limitations described in Article 5, make Qualified Nonelective Contributions to the Plan in an amount not less than three percent (3%) of Participants' Compensation on behalf of each Employee who is eligible to make Elective Deferrals during the Plan Year as provided in the Adoption Agreement.

(b) Additional Qualified Nonelective Contributions. In addition to the contributions described above, the Company in its discretion may make additional Qualified Nonelective Contributions for the benefit of such Participants and in such manner as permitted by law. In addition, the Company may, in its discretion, make Qualified Nonelective Contributions for a Plan Year that shall be allocated in the manner prescribed by the Company to correct any operational or demographic failure pursuant to any correction program or policy established by the Internal Revenue Service, the Department of Labor or other applicable governmental agency.

Section 4.05 ROLLOVER CONTRIBUTIONS

(a) To the extent provided in the Adoption Agreement, the Plan may accept the Rollover Contributions specified in Subsection (b) made in cash (or such other form that may be acceptable to the Plan Administrator) on behalf of Eligible Employees; as determined in accordance with procedures established by the Plan Administrator. Rollover Contributions shall be allocated to the Eligible Employee's Rollover Contribution Account. An Eligible Employee who has not yet met any of the eligibility requirements of Article 3 shall be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account.

(b) Eligible Plans. Subject to any limitations specified in the Adoption Agreement, the following are plans eligible to provide rollover contributions:

(1) Annuity Contract described in Code section 403(a) or 403(b) that is eligible to be rolled over and would otherwise be includable in gross income.

(2) A qualified trust described in Code section 401(a) or 403(a) that is eligible to be rolled over and would otherwise be includable in gross income.

(3) An individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

(4) An eligible governmental plan described in Code section 457(b) that is eligible to be rolled over and would otherwise be includable in gross income.

(5) If the Plan permits Roth Elective Deferrals, the Plan may accept a rollover contribution to a Roth Elective Deferral Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

(6) Effective for taxable years beginning on or after January 1, 2007, if the Plan permits Rollover Contributions to the Plan from all qualified plans and tax favored vehicles, the eligible plans shall include after-tax contributions as permitted by Section 822 of PPA. The Plan shall separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.

(c) the Plan Administrator shall not accept a rollover of any of the following distributions:

(1) any installment payment for a period of 10 years or more,

(2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee,

(3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9), or

(4) any other distribution that does not meet the requirements of Code section 402(c)(4) and any superseding guidance and regulation.

Section 4.06 TRANSFERS TO THE PLAN

(a) The Plan Administrator may accept a direct transfer of assets, made without the consent of the affected Employees as provided in this Section 4.06. Such a transfer is permitted only if the other plan provides for the direct transfer to the Plan and the Participant is an Employee or former Employee of the Company. The Administrator accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. section 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies Code section 403(b).

(b) The amount so transferred shall be credited to the Participant's Transfer 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.

(c) The amount transferred shall be held, accounted for, administered and otherwise treated in the Plan in the same manner as the transferor plan. The Plan 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 by application of the Code, ERISA or other applicable law. The transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 5.01.

Section 4.07 MILITARY SERVICE

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 Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, 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).

Section 4.08 TIMING OF CONTRIBUTIONS

Amounts contributed to the Plan with funds provided by Participants will be remitted to the Plan as soon as practicable, but no later than the fifteenth (15th) business day of the month following the month in which such

contributions were received or withheld from the Participant's Compensation unless a longer period is permitted under applicable law or regulation.

Section 4.09 MULTIPLE EMPLOYER PLAN

(a) Universal Availability. In the case of a section 403(b) plan that covers the Employees of more than one section 501(c)(3) organization, the universal availability requirement of Treas. Reg. section 1.403(b)-5(b) applies separately to each common law entity. In the case of a section 403(b) plan that covers the Employees of more than one State entity, this requirement applies separately to each entity that is not part of a common payroll. For purposes of this Section 4.09(a), an Employer that historically has treated one or more of its various geographically distinct units as separate for employee benefit purposes may treat each unit as a separate organization if the unit is operated independently on a day-to-day basis. Units are not geographically distinct if such units are located within the same Standard Metropolitan Statistical Area (SMSA).

(b) Other Non-discrimination. If the Employees of more than one employer within the meaning of Code section 413(c) are covered under the Plan, the provisions of such section shall apply to the Plan. The Plan Administrator may allocate contributions specifically to Participants who are employed by an entity that participates in the Plan and may restrict the allocation of any forfeitures arising hereunder to the entity for which the applicable Participant is or was employed.

(c) Method of Adoption. If this Section 4.09 applies, the Plan Sponsor shall execute a master Adoption Agreement and each other participating entity shall execute a joinder agreement which contains only those Adoption Agreement provisions, if any, which may be overridden by an entity other than the Plan Sponsor.

ARTICLE 5
LIMITATIONS ON CONTRIBUTIONS

Section 5.01 ANNUAL LIMITATION ON ELECTIVE DEFERRALS

(a) Amount. Notwithstanding anything herein to the contrary, elective deferrals (as defined in Code section 402(g)) made under this Plan, or any other qualified plan maintained by the Employer may not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Compensation for the calendar year. The applicable dollar amount is the amount established under Code section 402(g)(1)(B), which is $15,500 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under Code section 415(d).

(b) Special 403(b) Catch-up. If elected in the Adoption Agreement, a Participant who is employed by a qualified organization and who has at least 15 years of service is entitled to a special Code section 403(b) catch-up contribution. When determining if a Participant has 15 years of service, any period during which an individual is not an Employee of a qualified organization is disregarded (see Treas. Reg. 1.403(b)-4(e) for special rules to calculate years of service). If a Participant is eligible for the special 403(b) catch-up described in this Section 5.01(b), the applicable dollar amount under Section 5.01(a) is increased by the least of:

(1) $3,000;

(2) The excess of:

(i) $15,000, over

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

(3) The excess of:

(i) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over

(ii) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For the purposes of this Section 5.01(b), a qualified organization includes an Employer that is:

(1) educational organization described in Code section 170(b)(1)(A)(ii);

(2) A hospital;

(3) A health and welfare service agency (including a home health service agency) as defined in Treas. Reg. section 1.403(b)-4(c)(3)(ii))(C);

(4) A church related organization as defined in Treas. Reg. section 1.403(b)-2(b)(6); or

(5) An organization described in Code section 414(e)(3)(B)(ii).

(c) EGTRRA Catch-up. If elected by the Plan Sponsor in the Adoption Agreement and effective as provided therein, all Participants who are eligible to make Elective Deferrals under this Plan and who will attain age 50 or more by the end of the calendar year are permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $5,000 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided, and subject to the limitations of, Code section 414(v). Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415.

The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code sections 410(b) as applicable, by reason of the making of such catch-up contributions.

(d) Coordination of Catch-ups. Amounts in excess of the limitation set forth in Section 5.01(a) shall be allocated first to the special 403(b) catch-up under Section 5.01(b) and next as an age 50 catch-up contribution under Section 5.01(c). However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

(e) Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Section 5.01, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section. For this purpose, the Administrator shall take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(f) Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g) for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto as required by applicable law), shall be distributed to the Participant. The Plan Administrator shall distribute, by April 15 of the following calendar year, the excess amount of Elective Deferrals plus income thereon after the end of the calendar year. If the Plan permits Roth Elective Deferrals, the Plan Administrator shall determine the ordering rule for refunds of excess Elective Deferrals. Such ordering rule may provide that the Participant may elect to have refunds made either from his Pre-tax Elective Deferrals or Roth Elective Deferrals or any combination thereof. Any refunds of Elective Deferrals that exceed the dollar limitation contained in Code section 402(g) shall be adjusted for income or loss up to the date of distribution. The income/loss allocable to excess deferrals is equal to the sum of the allocable gain or loss for the Plan Year and, to the extent that such excess deferrals would otherwise be credited with gain or loss for the gap period (i.e., the period after the close of the Plan Year and prior to the distribution) if the total account were to be distributed, the allocable gain or loss during that period. The Plan Administrator may use any reasonable method for computing the income allocable to excess deferrals, provided that the method does not violate Code section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts. The Plan will not fail to use a reasonable method for computing the income allocable to excess contributions merely because the income allocable to excess contributions is determined on a date that is no more than 7 days before the actual distribution. In addition, the Plan Administrator may allocate income in any manner permitted under applicable treasury regulations.

(g) Forfeiture of Matching Contributions Related to Excess Elective Deferrals. In the event a Participant receives a distribution of excess Elective Deferrals pursuant to Subsection (b), the Participant shall forfeit any Matching Contributions (plus income thereon) allocated to the Participant by reason of the distributed Elective Deferrals. Elective Deferrals not taken into account in determining Matching Contributions under Section 4.02 shall be treated as being reduced first. Amounts forfeited shall be used to restore forfeitures, reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4 or to pay Plan expenses.

Section 5.02 NONDISCRIMINATION

(a) The nondiscrimination requirements do not apply to Elective Deferrals and the requirements specified in this Section 5.02 do not apply to a FICA Church Plan or a Governmental Plan.

(b) Matching Contributions and Voluntary Contributions. If the Adoption Agreement specifies that the Plan is intended to be a safe harbor 401(m)(11) plan or the plan is intended to be a qualified automatic contribution arrangement under 401(m)(12), the Plan shall be deemed to meet the requirements of this Subsection 5.02(b) with respect to Matching Contributions and the Plan shall be required to meet the requirements of Code section 401(m) with respect to Voluntary Contributions. However, if the Plan is not deemed to meet the

requirements of this Subsection 5.02(b) with respect to Matching Contributions, the Plan shall be required to meet the requirements of Code section 401(m) with respect to Matching Contributions and Voluntary Contributions for such Plan Year.

Section 5.03 CORRECTION OF DISCRIMINATORY CONTRIBUTIONS

In the event the nondiscrimination test of Section 5.02(b) is not satisfied with respect to Matching Contributions and/or Voluntary Contributions for any Plan Year, excess Matching Contributions and Voluntary Contributions for the Plan Year shall be corrected as set forth in Code section 401(m) and any related guidance.

Section 5.04 MAXIMUM AMOUNT OF ANNUAL ADDITIONS

(a) Maximum Annual Addition. Except to the extent permitted under Section 5.01(b) or (c) of the Plan, the annual addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year (as designated by the Company in accordance with Treas. Reg. section 1.415(j)-1) shall not exceed the lesser of:

(1) $40,000, as adjusted for increases in the cost-of-living under Code section 415(d), or

(2) 100 percent of the Participant's includible compensation, within the meaning of Code section 415(c)(3), for the limitation year.

(b) Incorporation by Reference. The provisions of Treas. Reg. section 1.403(b)-4 are hereby incorporated by reference.

ARTICLE 6
VESTING

Section 6.01 PARTICIPANT CONTRIBUTIONS

A Participant shall have a fully vested and nonforfeitable interest in his Elective Deferral Account, Voluntary Contribution Account, and Rollover Contribution Account. A Participant shall have a fully vested and nonforfeitable interest in his Qualified Nonelective Contribution Account except to the extent such contributions were made pursuant to the requirements of a qualified automatic contribution arrangement under Code section 401(m)(12). If the Plan is a qualified automatic contribution arrangement, then the Participant's interest in his Qualified Nonelective Contribution Account attributable thereto shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement**.**

Section 6.02 EMPLOYER CONTRIBUTIONS

The Participant's interest in his Matching Contribution Account, Non-Elective Contribution Account and Qualified Nonelective Contribution Account to the extent such contributions were made pursuant to the requirements of a qualified automatic contribution arrangement under Code section 401(m)(12) shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

For purposes of the Adoption Agreement, "2-6 Year Graded", "1-5 Year Graded", "1-4 Year Graded", "3 Year Cliff" and "2 Year Cliff" shall be determined in accordance with the following schedules:

	Years of Vesting Service	Vesting Percentage
"2-6 Year Graded":		
	Less than Two Years	0%
	Two Years but less than Three Years	20%
	Three Years but less than Four Years	40%
	Four Years but less than Five Years	60%
	Five Years but less than Six Years	80%
	Six or More Years	100%
"1-5 Year Graded":		
	Less than One Year	0%
	One Year but less than Two Years	20%
	Two Years but less than Three Years	40%
	Three Years but less than Four Years	60%
	Four Years but less than Five Years	80%
	Five or More Years	100%
"1-4 Year Graded":		
	Less than One Year	0%
	One Year but less than Two Years	25%
	Two Years but less than Three Years	50%
	Three Years but less than Four Years	75%
	Four or More Years	100%

"3 Year Cliff":

Less than Three Years	0%
Three or More Years	100%

"2 Year Cliff":

Less than Two Years	0%
Two or More Years	100%

Notwithstanding the foregoing, if the Adoption Agreement provides that the Plan is subject to ERISA or if indicated in the Adoption Agreement, a Participant will become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee. In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon (i) his death while an Employee, or (ii) his suffering a Disability while an Employee.

Section 6.03 FORFEITURES

(a) Participants Receiving a Distribution. A Participant who receives a distribution of the value of the entire vested portion of his Account shall forfeit the nonvested portion of such Account. For purposes of this Section, if the value of a Participant's vested Account balance is zero upon Termination, the Participant shall be deemed to have received a distribution of such vested Account. A Participant's vested Account balance shall not include accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B) for Plan Years beginning prior to January 1, 1989. If the Participant elects to the extent permitted by Article 7 to have distributed less than the entire vested portion of the Account balance derived from Employer contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer contributions and the denominator of which is the total value of the vested Employer-derived Account balance. No forfeitures will occur solely as a result of a Participant's withdrawal of employee contributions.

(b) Participants Not Receiving a Distribution. The nonvested portion of the Account balance of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Account shall be forfeited after the date he incurs five consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method).

(c) Reemployment.

(1) Before Five One-Year Breaks. If a Participant receives or is deemed to receive a distribution pursuant to this Section and the Participant resumes employment covered under this Plan, the Participant's Employer-derived Account balance will be restored to the amount on the date of distribution if the Participant repays to the Plan the full amount of the distribution attributable to Employer contributions before the earlier of 5 years after the first date on which the Participant is subsequently reemployed by the Employer, or the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) following the date of the distribution. If a zero-vested Participant is deemed to receive a distribution pursuant to this Section, and the Participant resumes employment covered under this Plan before the date the Participant incurs 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method), upon the reemployment of such Participant, the Employer-derived Account balance of the Participant will be restored to the amount on the date of such deemed distribution. Forfeitures that are restored pursuant to the foregoing shall be accomplished by an allocation of forfeitures, or if such forfeitures are insufficient, by a special Company contribution.

(2) After Five One-Year Breaks. If a Participant resumes employment as an Eligible Employee after forfeiting the nonvested portion of his Account balance after 5 consecutive One-Year Breaks in Service (One-Year Periods of Severance if the Plan uses the elapsed time method) and is not fully vested upon reemployment, the Participant's Account balance attributable to his pre-break service shall be kept separate from that portion of his Account balance attributable to his post-break service until such time as his post-break Account balance becomes fully vested.

(d) Disposition of Forfeitures. Amounts forfeited from a Participant's Account under this Section shall be used to restore forfeitures, reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4 or to pay Plan expenses.

(e) Vesting Following In-Service Withdrawals or Payment in Installments. If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100 percent of his Account derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the Account:

(1) A separate account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) At any relevant time the Participant's nonforfeitable portion of the separate account will be equal to an amount ("X") determined by the formula:

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

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

(f) Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, forfeitures shall be determined by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

ARTICLE 7
DISTRIBUTIONS

Section 7.01 COMMENCEMENT OF DISTRIBUTIONS

(a) Normal Retirement. A Participant, upon attainment of Normal Retirement Age, shall be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 7.02.

(b) Late Retirement. If a Participant continues in the employ of the Company beyond his Normal Retirement Age, his participation under the Plan shall continue, and his benefits under the Plan shall commence following his actual Termination of Employment pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Normal Retirement Age but before actual retirement, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(c) Disability Retirement. If a Participant becomes Disabled, he shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

(d) Death. If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 7.04 shall become entitled to receive the Participant's vested Account pursuant to Section 7.02.

(e) Termination of Employment. A Participant shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

Section 7.02 TIMING AND FORM OF DISTRIBUTIONS

(a) Distribution for Reasons Other Than Death. If a Participant's Account balance becomes distributable pursuant to Section 7.01 for any reason other than death and such amount is not required to be distributed in the form of a Qualified Joint and Survivor Annuity pursuant to Section 7.09, payment of his vested Account shall commence at such times and shall be payable in the form and at such times as specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, a Participant may elect to have the Plan Administrator apply his entire Account toward the purchase of an Annuity Contract. The terms of such Annuity Contract shall comply with the provisions of this Plan and any Annuity Contract shall be nontransferable and shall be distributed to the Participant.

The method of distribution shall be selected by the Participant on a form prescribed by the Plan Administrator. If no such selection is made by the Participant, payment shall be made in the form of a lump sum distribution unless payment is required to be made in the form of a Qualified Joint and Survivor Annuity pursuant to Section 7.09.

(b) Distribution on Account of Death. Distribution on account of death shall occur as provided in the Adoption Agreement. To the extent the Adoption Agreement permits payment in a form other than a lump sum, if a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account may be maintained for each Beneficiary.

(c) The distributable amount of a Participant's Account is the vested portion of his Account as of the Valuation Date coincident with or next preceding the date distribution is made to the Participant or Beneficiary as reduced by any subsequent distributions, withdrawals or loans.

(d) Ordering Rule. The Plan Administrator shall determine the ordering rule for distributions; provided that such ordering rule is nondiscriminatory. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such accounts and any other Account.

Section 7.03 CASH-OUT OF SMALL BALANCES

(a) Vested Account Balance Does Not Exceed $5,000. Notwithstanding the foregoing, if the vested amount of an Account payable to a Participant or Beneficiary does not exceed $5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury regulations), such vested Account shall be paid in a lump sum.

(b) Vested Account Balance Exceeds $5,000. If the value of a Participant's vested Account balance exceeds $5,000 or such lesser amount as specified in the Adoption Agreement, the Account balance is immediately distributable, and the Plan is subject to ERISA, the Participant must consent to any distribution of such Account balance. Notwithstanding the foregoing and unless otherwise specified in the Adoption Agreement, payments shall commence as of the Participants Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent shall be obtained in writing within the 180-day period ending on the Annuity Starting Date. The Plan Administrator shall notify the Participant of the right to defer any distribution until the date specified in the Adoption Agreement until his Required Beginning Date, including a description of the consequences of failing to defer receipt of the distribution. The Plan will not be treated as failing to meet these notice requirements if the Plan administrator makes a reasonable attempt to comply with the new requirements during the period that is within 90 days of the issuance of regulations. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and shall be provided no less than 30 days and no more than 180 days prior to the Annuity Starting Date. Except to the extent provided in Section 7.09, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant shall be paid in a single sum except to the extent provided in Section 7.09.

If the Adoption Agreement provides that the Plan is not subject to ERISA, and the value of a Participant's vested Account balance exceeds $5,000 or such lesser amount as specified in Subsection (a), and the Account balance is immediately distributable, the Account balance may be distributed as determined by the Plan Administrator and/or Company.

(c) For purposes of this Section 7.03, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible employee contributions within the meaning of Code section 72(o)(5)(B).

(d) Required Distributions. Consent of the Participant or his spouse shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9), 401(m), 402(g) or 415.

(e) This Section 7.03(e) shall apply if elected by the Plan Sponsor in the Adoption Agreement and shall be effective January 1, 2002 unless otherwise specified in the Adoption Agreement. For purposes of this Section 7.03, the Participant's vested Account balance shall not include that portion of the Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 7.04 BENEFICIARY

(a) Beneficiary Designation Right. Each Participant, and if the Participant has died, the Beneficiary of such Participant, shall have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon such individual's death. To the extent that a Participant's Account is not subject to Section 7.09 and if the Adoption Agreement provides that the Plan is subject to ERISA, the spouse of a married Participant shall be the sole primary beneficiary of such Participant unless the requirements of Subsection (b) are met. To the extent that a Participant's Account is subject to Section 7.09, the spouse of a married Participant

shall be the beneficiary of 100% of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 7.09. All Beneficiary designations shall be in writing in a form satisfactory to the Plan Administrator and shall only be effective when filed with the Plan Administrator during the Participant's lifetime (or if the Participant has died, during the lifetime of the Beneficiary of such Participant who desires to designate a further Beneficiary). Except as provided in Section 7.04(b) or Section 7.09, as applicable, each Participant (or Beneficiary) shall be entitled to change his Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

(b) Form and Content of Spouse's Consent. To the extent that a Participant's Account is not subject to Section 7.09 and if the Adoption Agreement provides that the Plan is subject to ERISA, the Participant may designate a Beneficiary other than his spouse pursuant to this Subsection if: (i) the spouse has waived the spouse's right to be the Participant's Beneficiary in accordance with this Subsection, (ii) the Participant has no spouse, or (iii) the Plan Administrator determines that the spouse cannot be located or such other circumstances exist under which spousal consent is not required, as prescribed by Treasury regulations. If required, such consent: (i) shall be in writing, (ii) shall relate only to the specific alternate beneficiary or beneficiaries designated (or permits beneficiary designations by the Participant without the spouse's further consent), (iii) shall acknowledge the effect of the consent, and (iv) shall be witnessed by a plan representative or notary public. Any consent by a spouse, or establishment that the consent of a spouse may not be obtained, shall not be effective with respect to any other spouse. Any spousal consent that permits subsequent changes by the Participant to the Beneficiary designation without the requirement of further spousal consent shall acknowledge that the spouse has the right to limit such consent to a specific Beneficiary, and that the spouse voluntarily elects to relinquish such right.

(c) Notwithstanding anything in the Plan to the contrary, if the Adoption Agreement provides that the Plan is subject to ERISA, Beneficiaries may be designated according to the policies and procedures of the Plan Administrator or Company and applicable law.

(d) In the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse or, if there is no spouse, to the Participant's estate.

Section 7.05 RESTRICTIONS ON DEFERRAL

(a) Retirement. If the Adoption Agreement provides that the Plan is subject to ERISA and unless otherwise elected, benefit payments under the Plan will begin to a Participant not later than the 60th day after the latest of the close of the Plan Year in which:

(1) the Participant attains Normal Retirement Age;

(2) occurs the 10th anniversary of the year in which his participation commenced; or

(3) the Participant has a Termination of Employment.

(b) Required Minimum Distributions. Notwithstanding any other Plan provision to the contrary, all distributions shall be made in accordance with Treas. Reg. 1.403(b)-6 using the Required Beginning Date specified in the Adoption Agreement.

Section 7.06 DIRECT ROLLOVERS

(a) In General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit an election under this part, a Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a Qualified Domestic Relations Order) who is entitled to an eligible rollover distribution that is equal to at least $200 may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution (as defined in Code section 402(c)(4)) from the Plan paid directly to an eligible retirement plan (as defined in Code section 402(c)(8)(B)) specified by the Participant or the Beneficiary in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is

an Alternate Payee, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code section 408(d)(3)(C)).

(b) Direct Rollovers of Roth Elective Deferral Accounts. If any portion of an eligible rollover distribution is attributable to payments or distributions from a Roth Elective Deferral Account, an eligible retirement plan shall only include another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) 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). The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the 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 Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year. The provisions of this Section that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500 are applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(c) Mandatory Rollover. In the event of a mandatory distribution greater than $1,000 in accordance with the provisions of Section 7.03, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Article 7, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. Eligible rollover distributions from a Participant's Roth Elective Deferral Account are separately 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.

Section 7.07 MINOR OR LEGALLY INCOMPETENT PAYEE

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

Section 7.08 MISSING PAYEE

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Fund shall continue to hold the benefits due such person.

Section 7.09 JOINT AND SURVIVOR ANNUITIES

(a) Application. Notwithstanding any provision to the contrary, this Section 7.09 shall apply if the Adoption Agreement indicates this is an ERISA plan and (i) a Participant elects benefits in the form of any annuity; or (ii) to the portion of the Participant's Transfer Account attributable to funds subject to the survivor annuity requirements of ERISA section 205 that were transferred from another plan (or to such other Accounts if the amounts were subject to such survivor annuities and were not separately accounted for). This Section shall only apply if the Participant's Account exceeds $5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury Regulations). Effective January 1, 2002 unless otherwise specified in the Adoption Agreement and if elected by the Plan Sponsor in the Adoption Agreement, for purposes of this Section 7.09(a), the Participant's vested Account balance shall not include that portion of the

Account balance that is attributable to rollover contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

(b) Qualified Joint and Survivor Annuity. Unless otherwise elected pursuant to Subsection (d) below, a Participant's vested Account balance, to the extent provided in Subsection (a) above, will be paid to him by the purchase and delivery of an annuity in the form of a Qualified Joint and Survivor Annuity.

A Participant may waive the Qualified Joint and Survivor Annuity during a period that begins on the first day of the 180 day period ending on the Annuity Starting Date and ends on the later of the Annuity Starting Date or the 30th day after the Plan Administrator provides the Participant with a written explanation of the Qualified Joint and Survivor Annuity. The Plan Administrator shall no less than 30 days and no more than 180 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

The Annuity Starting Date for a distribution in a form other than a Qualified Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Qualified Joint and Survivor Annuity and elect (with spousal consent) to a form of distribution other than a Qualified Joint and Survivor Annuity; (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Qualified Joint and Survivor Annuity is provided to the Participant; and (iii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant.

(c) Qualified Preretirement Survivor Annuity. Unless otherwise elected within the applicable election period and to the extent provided in Subsection (a) above, if a Participant dies before the Annuity Starting Date then 50% of the Participant's vested Account balance shall be applied toward the purchase of an annuity for the life of the surviving spouse which shall be distributed to the spouse. The surviving spouse may direct the commencement of payments under the qualified preretirement survivor annuity within a reasonable time after the Participant's death. The terms of such Annuity Contract shall comply with the provisions of this Plan and the Annuity Contract shall be nontransferable. The applicable election period shall be the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the Plan Year in which he attains age 35, the election period shall begin on the date of separation. A Participant who has not yet attained age 35 may waive the annuity specified in this Subsection (c); provided, that (i) the Participant receives a written explanation pursuant to the following paragraph, and (ii) such election is not effective as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Subsection. Notwithstanding anything in this Section to the contrary, the surviving spouse may elect, in writing, to have the Account balance be distributed pursuant to Section 7.02(b).

The Plan Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the annuity described in this Subsection (c) in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Subsection (b) applicable to a Qualified Joint and Survivor Annuity. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; or (iii) within a reasonable period ending after Termination of Employment in the case of a Participant who separates from service before attaining age 35.

For purposes of applying the preceding paragraph, a reasonable period ending after the enumerated events described in (ii) and (iii) is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. If a Participant who separates from service before the Plan Year in which he attains age 35 thereafter returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

(d) Elections. Any waiver of the annuities described in Subsections (b) and (c) above shall not be effective unless: (i) the Participant's spouse consents in writing to the election; (ii) the election designates a specific beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (iii) the spouse's consent acknowledges the effect of the election; and (iv) the spouse's consent is witnessed by a plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a plan representative that there is no spouse (within the meaning of Code section 417) or that the spouse cannot be located, a waiver will be deemed a qualified election. Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Subsections (b) and (c).

ARTICLE 8
INSERVICE DISTRIBUTIONS AND LOANS

Section 8.01 HARDSHIP

(a) Hardship. A Participant may receive a distribution on account of hardship from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a hardship distribution pursuant to this Section 8.01 from Accounts that are fully vested. In addition, an employee must obtain all other currently available distributions (including a distribution of ESOP dividends under Code section 404(k)) before receiving a hardship distribution.

(b) Hardship - Safe Harbor. If the Adoption Agreement provides that the Plan has adopted safe harbor criteria for Hardship withdrawal the following shall apply:

(1) Immediate and Heavy Financial Need. A hardship distribution shall only be made upon the finding of an immediate and heavy financial need where such Participant lacks other available resources. The following are the only financial needs considered immediate and heavy:

(A) Expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(B) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);

(C) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, or the Employee's spouse, children, Beneficiary, dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));

(D) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

(E) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, children, Beneficiary or dependents (as defined in Code section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code section 152(d)(1)(B));

(F) Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

(G) Other expenses as provided by the Commissioner as specified in Treas. Reg. section 1.401(k)-1(d)(3)(v).

(2) Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

(A) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer;

(B) All plans maintained by the Employer provide that the Participant's Elective Deferrals (and after-tax contributions) will be suspended for six months after the receipt of the hardship distribution; and

(C) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

(c) Hardship - Non Safe Harbor. If the Adoption Agreement provides that the Plan has not adopted the safe harbor criteria for Hardship the following shall apply:

(1) Immediate and Heavy Financial Need. A hardship distribution shall only be made upon the finding of an immediate and heavy financial need where such Participant lacks other available resources. Whether a Participant has an immediate and heavy financial need is to be determined based on all relevant facts and circumstances. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need and a distribution made to a Participant for the purchase of a boat or television would not constitute a distribution made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant.

(2) Amount Necessary to Satisfy Need. A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant to the extent the amount of the distribution is in excess of the amount required to relieve the financial need or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all relevant facts and circumstances. For purposes of this Paragraph, the Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A vacation home jointly owned (regardless of the nature of legal title) by the Participant and the Participant's spouse will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not treated as a resource of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A distribution generally may be treated as necessary to satisfy a financial need if the Employer relies upon the Participant's written representation, unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

(A) Through reimbursement or compensation by insurance or otherwise;

(B) By liquidation of the Participant's assets;

(C) By cessation of all Participant contributions under the Plan; or

(D) By other distributions or nontaxable (at the time of the loan) loans from Plans maintained by the Employer or by any other employer, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need.

For purposes of this Paragraph, a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

Section 8.02 SPECIFIED AGE

A Participant may receive a distribution on attainment of a specified age from the Accounts specified in the Adoption Agreement. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a specified age distribution pursuant to this Section 8.02 from Accounts that are fully vested.

Section 8.03 OTHER WITHDRAWALS

(a) After a Period Certain. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Matching Contribution to the extent that such Account as been invested in Annuity Contracts (Annuity Contract Matching Contribution Account) and his Non-Elective Contribution Account to the extent that such Account as been invested in Annuity Contracts (Annuity Contract Non-Elective Contribution

Account) which has accumulated for at least twenty-four (24) months; and an individual who has been a Participant for five (5) or more Plan Years shall be entitled to receive a distribution of his Annuity Contract Matching Contribution Account and Annuity Contract Non-Elective Contribution Account regardless of the length of time the funds have accumulated. Unless otherwise specified in the Adoption Agreement, a Participant shall only be permitted to receive a distribution pursuant to this Section 8.03(a) from Accounts that are fully vested. Notwithstanding the foregoing, a Participant may receive a distribution from his Annuity Contract Matching Contribution Account only to the extent such account has not been used to satisfy the requirements of Code section 401(m)(11) or 401(m)(12).

(b) At Any Time. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Annuity Contract Voluntary Contribution Account and his Rollover Contribution Account at any time.

(c) Qualified Reservists. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from amounts attributable to elective deferrals and catch-up contributions provided that: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period, (ii) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period, (iii) the Participant was ordered or called to active duty after September 11, 2001, and before December 31, 2007, and (iv) the distribution otherwise complies with Code section 72(t)(2)(G)(iii).

Section 8.04 TRANSFER ACCOUNT

If the Adoption Agreement provides that the Plan is subject to ERISA, a Participant may receive a distribution from his Transfer Account as permitted under the terms of any plan from which funds in such Account were transferred to the extent that such optional forms of benefit must be preserved pursuant to ERISA section 204(g)(1).

Section 8.05 RULES REGARDING INSERVICE DISTRIBUTIONS

(a) Frequency and Amount of Withdrawals. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals; provided, that no procedures involving minimum amounts shall prescribe a minimum withdrawal greater than $1,000; provided, however that if the Plan is a FICA Church Plan or a Governmental Plan, the Plan Administrator may establish other minimum withdrawal limits.

(b) Form of Withdrawals. All distributions of amounts withdrawn pursuant to Sections 8.01, 8.02 and 8.03 shall be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions shall be paid in cash.

(c) Active Employment. Only Employees shall be eligible to receive inservice distributions pursuant to this Article 8.

(d) Rule for Pre-1989 Elective Deferrals and Custodial Accounts. Withdrawal restrictions on amounts held as of the close of the taxable year beginning before January 1, 1989 relating to Elective Deferrals and Custodial Accounts shall be determined pursuant to the law in effect at that time.

(e) Transfer Account. A Participant may receive a distribution from the vested portion of his Transfer Account only to the extent such account was not transferred from a qualified plan subject to ERISA section 205.

(f) Ordering Rule. The Plan Administrator shall determine the ordering rule for inservice distributions. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such accounts and any other Account.

Section 8.06 LOANS

(a) Eligible Participants. To the extent provided in the Adoption Agreement, a Participant who is an Employee may apply for a loan from the Plan. The Adoption Agreement may provide that a loan may only be granted for the purpose of enabling the Participant to meet a financial hardship or an unusual or special situation in his financial affairs. Loans shall only be granted pursuant to the terms of this Section 8.05 to persons who the Plan Administrator determines have the ability to repay the loan. If the Plan is subject to ERISA or the Plan is not a FICA Church Plan and not a Governmental Plan: (i) loans shall not be made available to Participants who are or were Highly Compensated Employees in an amount greater than the amount available to other Participants; and (ii) loans shall be made available to all Participants on a nondiscriminatory and reasonably equivalent basis. Notwithstanding the foregoing, loans may only be made to the extent permitted by the underlying Fund.

(b) Maximum Loan Amount. No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:

(1) $50,000, reduced by the greater of

(i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or

(ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(2) one-half the present value of the nonforfeitable accrued benefit of the Participant or, if greater and so provided in the Adoption Agreement, the total nonforfeitable accrued benefit up to $10,000; provided that additional security is given to the extent such loan exceeds 50% of the nonforfeitable accrued benefit.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

(c) Loan Term and Amortization. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If so provided in the Adoption Agreement, a loan term may extend beyond five years if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(d) Minimum Loan Amount - Maximum Number of Loans. The Adoption Agreement shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.

(e) Interest Rate. Interest shall be charged at a rate to be fixed by the Plan Administrator and, in determining the interest rate, the Plan Administrator shall take into consideration interest rates currently being charged on similar commercial loans by persons in the business of lending money.

(f) Security. All loans shall be secured by no more than one-half of the vested portion of the Participant's Accounts (determined immediately after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered Fund investments and shall be segregated for purposes of Article 9 hereof unless provided otherwise in the Adoption Agreement.

(g) Repayment. Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).

(h) Loan Fees. Fees properly chargeable in connection with a loan may be charged, in accordance with a uniform policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.

(i) Default. In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.

(j) Loan Procedures. The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans under this Article 8.

(k) Spousal Consent. If Section 7.09 applies or if so provided in the Adoption Agreement, a Participant must obtain the consent of his or her spouse, if any, to use the Account balance as security for a loan. Spousal consent shall be obtained no earlier than the beginning of the 180-day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Account balance is used for renegotiation, extension, renewal, or other revision of the loan.

(l) Ordering Rule. The Plan Administrator shall determine from which Accounts a Participant may receive a loan and the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Roth Elective Deferral Account or Voluntary Contribution Account or in any combination of such Accounts and any other Account.

Section 8.07 TRANSFERS FROM THE PLAN

(a) At the direction of the Employer, the Administrator may transfer all or any portion of any Account Balance to another plan that satisfies Code section 403(b) in accordance with Treas. Reg. section 1.403(b)-10(b)(3). A transfer is permitted under this Section 8.07 only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries. Each Participant and Beneficiary shall have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan shall, to the extent any amount transferred is subject to any distribution restrictions required under Code section 403(b), impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan by application of the Code, ERISA or other applicable law. 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 transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 8.07, 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. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.07 (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 section 1.403(b)-10(b)(3) of the Income Tax Regulations.

SECTION 8.08 PERMISSIVE SERVICE CREDIT TRANSFERS

(a) If 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 Balance transferred to the

defined benefit governmental plan. A transfer under this Section 8.08 may be made before the Participant has Terminated.

(b) A transfer may be made under this Section 8.08 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) 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).

ARTICLE 9
INVESTMENT AND VALUATION OF FUND

Section 9.01 INVESTMENT OF ASSETS

All existing assets of the Fund and all future contributions shall be invested in applicable Funds. Except to the extent that they are inconsistent with the terms of the Plan, the terms and conditions of each Fund are hereby incorporated herein by reference. If the Plan has been established for the benefit of employees of a church-related organization (as defined Treas. Reg. section 1.403(b)-2) the Plan is a Retirement Income Account.

The Plan Administrator shall maintain a list of all Funds under the Plan. Such list is hereby incorporated as part of the Plan. Each Fund and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a fund which is not eligible to receive contributions under the Plan, the Employer shall keep the fund informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 9.02 PARTICIPANT SELF DIRECTION

(a) In General. To the extent provided for in the Adoption Agreement and to the extent permitted by each applicable Fund, the Plan Administrator may permit Participants to direct the investment of their Accounts pursuant to this Section 9.02. Any Participant self direction shall be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.

(b) Investment Elections. To the extent provided in Subsection (a), each Participant shall direct in the form and manner and at the time or times prescribed by the Plan Administrator the percentage of the applicable Accounts to be invested in one or more of the available Funds, subject to such rules and limitations as the Plan Administrator may prescribe. After the death of the Participant, a Beneficiary shall be entitled to make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

(c) Loans. If the Adoption Agreement does not permit Participant self direction, any assets that are held in the form of a Participant loan made pursuant to Article 8 shall be treated as a segregated investment unless otherwise provided in the Adoption Agreement.

Section 9.03 INDIVIDUAL ACCOUNTS

To the extent provided in the Adoption Agreement, there shall be maintained on the books of the Plan with respect to each Participant, as applicable, an Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Voluntary Contribution Account, Rollover Contribution Account, Qualified Nonelective Contribution Account, Transfer Account and any other Account established by the Plan Administrator. Each such Account shall separately reflect the Participant's interest in the Fund relating to such Account. If the Adoption Agreement provides that the Plan is subject to ERISA, each Participant shall receive, at least annually, a statement of his Account or if Participants have the right to direct the investment of assets in his account under the plan, at least once each calendar quarter as required by ERISA. A Participant's interest in the Fund shall be determined and accounted for based on his beneficial interest in such fund.

Section 9.04 ALLOCATION OF EARNINGS AND LOSSES

(a) Reinvestment. The dividends, capital gains distributions, and other earnings received on the Fund shall be allocated to such fund and reinvested.

(b) Valuation. The assets of each Investment Fund shall be valued at their current fair market value as of each Valuation Date, and Accounts of each Participant with interests in that Investment Fund shall be credited with such Participant's allocable share of the earnings and losses of each Investment Fund since the immediately

preceding Valuation Date. Such allocation shall be done on the basis of such Participant's interest in the applicable Investment Fund. For purposes of the allocation investment earnings and losses, the Plan Administrator may adjust the value of interests of Funds in Accounts as of the preceding Valuation Date to account for any contributions, distributions or withdrawals that occur after such preceding Valuation Date.

(c) Allocation to Individual Accounts. The Accounts of each Participant shall be adjusted as of each Valuation Date by (i) reducing such Accounts by any distributions and withdrawals made therefrom since the preceding Valuation Date, (ii) increasing or reducing such Accounts by the Participant's share of earnings and losses and reasonable fees charged against such accounts at the direction of the Plan Administrator, and (iii) crediting such Accounts with any contributions made thereto since the preceding Valuation Date.

(d) Allocation of Expenses. The Plan Administrator may allocate all, none or any portion of the Plan's expenses to Participant Accounts. The Plan Administrator may allocate such expenses using any reasonable method which may include, but not be limited to: (i) allocating expenses only to current or former employees (or among any other classification(s) of employees); (ii) allocating expenses directly to individual employees; (iii) allocating expenses using the per capita or pro rata method; and (iv) any combination of the foregoing. If the Adoption Agreement provides that the Plan is subject to ERISA, the Plan Administrator may allocate such expenses using any reasonable method that does not violate Title I of ERISA and, if the Adoption Agreement provides that the Plan is not a FICA Church and not a Governmental Plan, in any manner that does not discriminate in favor of Highly Compensated Employees within the meaning of applicable provisions of Code section 401(a)(4).

(e) Valuation for Distribution. For the purposes of paying the amounts to be distributed to a Participant or Beneficiary pursuant to Articles 7 and 8, the value of the Participant's interest shall be determined in accordance with the provisions of this Article as of the Valuation Date related to the date benefits are paid.

(f) No Rights Created by Allocation. An allocation of contributions or earnings to the separate account of a Participant under this Article 9 shall not cause the Participant to have any right, title or interest in any assets of the Plan except at the time and under the terms and conditions expressly provided for in the Plan.

Section 9.05 CONTRACT AND CUSTODIAL ACCOUNT EXCHANGES

(a) If the conditions in paragraphs (b) through (d) of this Section 9.05 are satisfied, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance, subject to Plan Administrator approval, to an investment with a fund that is not specifically approved by the Employer for use under the Plan.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Annuity Contracts or Custodial Accounts immediately before the exchange).

(c) The receiving fund has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving fund under which the Employer and the fund will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Code section 403(b), including the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the fund when the Participant has had a Termination;

(ii) the fund notifying the Employer of any hardship withdrawal under Section 8.01 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and

(iii) the fund providing information to the Employer or other Funds concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Fund to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 8.01); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

(i) the amount of any plan loan that is outstanding to the Participant in order for a Fund to determine whether an additional plan loan satisfies the loan limitations of Section 8.05, so that any such additional loan is not a deemed distribution under section 72(p)(1); and

(ii) information concerning the Participant's or Beneficiary's Voluntary Contributions or Roth Elective Deferrals in order for a Fund to determine the extent to which a distribution is includible in gross income.

(e) If any Fund ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement as described in Section 9.05(d) to the extent the Employer's contract with the Fund does not provide for the exchange of information described in Section 9.05(d)(1) and (2).

ARTICLE 10
FUND

Section 10.01 FUND

(a) Exclusive Benefit. All Custodial Accounts and Retirement Income Accounts are for the exclusive benefit of the Participants and their Beneficiaries, and such Accounts shall not be used for, nor diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and Fund).

(b) Return of Contributions. Notwithstanding any other provision of this the Plan, contributions made by the Company based upon a good faith mistake of fact may be returned to the Company within one year of such contribution if such distribution does not contravene any provision of applicable law.

ARTICLE 11
PLAN ADMINISTRATION

Section 11.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA (if the Adoption Agreement provides that the Plan is subject to ERISA), and as such shall have total and complete discretionary power and authority:

(i) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(ii) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 11;

(iii) to determine the amount and manner of any allocations hereunder;

(iv) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(v) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under federal law or the provisions of this Plan;

(vi) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(vii) to approve and enforce any loan hereunder including the repayment thereof;

(viii) to provide directions with respect to the purchase of life insurance, methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan;

(ix) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;

(x) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(xi) to arrange for bonding, if required by law;

(xii) to adjust Accounts in order to correct errors or omissions;

(xiii) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(xiv) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(xv) to supply such information to any person as may be required;

(xvi) to establish, revise from time to time, and communicate to the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and

(xvii) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary.

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

Section 11.02 INVESTMENT FIDUCIARY

(a) Designation. The Plan Investment Fiduciary shall be designated by the Plan Sponsor. In the absence of a designation, the Plan Administrator shall be the Investment Fiduciary. The Investment Fiduciary may consist of a committee consisting of one or more individuals who may be Employees appointed by the Plan Sponsor. If a committee is appointed, the committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Investment Fiduciary. The Investment Fiduciary shall have the following discretionary authority and responsibility:

(i) to manage the investment of the Fund;

(ii) to appoint one or more Investment Managers;

(iii) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;

(iv) to establish, revise from time to time, and communicate to the Investment Manager(s), an investment policy for the Plan; and

(v) to supply such information to any person as may be required.

(c) Procedures. The Investment Fiduciary may adopt such rules and procedures as it deems necessary, desirable, or appropriate in furtherance of its duties hereunder. When making a determination or calculation, the Investment Fiduciary shall be entitled to rely upon information furnished to it.

Section 11.03 COMPENSATION OF PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY

The Company may provide that the Plan Administrator and Investment Fiduciary shall serve with or without compensation for their services.

Section 11.04 PLAN EXPENSES

All direct expenses of the Plan, the Plan Administrator and Investment Fiduciary or any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company, and if not so paid or reimbursed, shall be proper charges to the Fund and shall be paid therefrom.

Section 11.05 ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 11.06 INDEMNIFICATION

To the extent specified in the Adoption Agreement, the Company shall indemnify and hold harmless any person serving as the Investment Fiduciary and/or Plan Administrator from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, breach of its fiduciary duties under this Plan or ERISA (if the Adoption Agreement provides that the Plan is subject to ERISA), or breach of other applicable law.

Section 11.07 CLAIMS PROCEDURES

(a) Application for Benefits. A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall be in writing and shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

(b) Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

(c) Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

(d) Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability

determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

(e) Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) 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 (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties.

(f) Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator shall include the information required under applicable United States Department of Labor regulations.

(g) Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

ARTICLE 12
AMENDMENT, MERGER AND TERMINATION

Section 12.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor, provided, however, that:

(a) No amendment to the Plan shall decrease a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's Account balance may be reduced to the extent permitted under applicable law. Except as provided in applicable regulations, no amendment to the Plan shall be effective to eliminate or restrict an optional form of benefit.

(b) If the Plan's vesting schedule is amended, in the case of an Employee who is a Participant as of the later of the date the amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Employee's employer-derived accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.

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

(1) 60 days after the amendment is adopted;

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

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

The election provided for in this Section 12.01(c) shall be made in writing and shall be irrevocable when made.

Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, procedures under this Section 12.01(c) shall be determined by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

Section 12.02 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Company reserves the right to terminate its participation in this Plan. Each such entity constituting the Company shall be deemed to terminate its participation in the Plan if it ceases in any way to carry on operations.

(c) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan.

In the event of the termination or partial termination, or complete discontinuance of contributions under the Plan, the account balance of each affected Participant will be nonforfeitable to the extent required by applicable law.

(d) Distribution upon Termination of the Plan. The Employer may provide that, in connection with a termination of the Plan, all Accounts will be distributed, provided that the Employer on the date of termination does not make contributions to an alternative Code section 403(b) plan that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

ARTICLE 13
MISCELLANEOUS

Section 13.01 NONALIENATION OF BENEFITS

(a) In General.

(1) Involuntary Attachment. Except as provided in Section 13.01(b), the Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Company, Participants or Beneficiaries under the Plan and all payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Company, Participant or Beneficiary. Notwithstanding anything to the contrary, if the Adoption Agreement provides that the Plan is not subject to ERISA, the Fund may be subject to attachment, garnishment, sequestration or other actions of collection afforded creditors of the Company as permitted by applicable law.

(2) Voluntary Attachment. Except as provided in Section 13.01(b), no Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary shall include an Alternate Payee or the Beneficiary of an Alternate Payee.

(b) Notwithstanding the foregoing, the Plan Administrator may:

(1) Subject to Section 13.02 below, comply with the provisions and conditions of any Qualified Domestic Relations Order pursuant to the provisions of Code section 414(p).

(2) Comply with any federal tax levy made pursuant to Code section 6331.

(3) If the Adoption Agreement provides that the Plan is subject to ERISA and subject to the provisions of ERISA section 206(d)(4), comply with the provisions and conditions of a judgment, order, decree or settlement agreement issued on or after August 5, 1997 between the Participant and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA.

(4) Bring action to recover benefit overpayments.

Section 13.02 RIGHTS OF ALTERNATE PAYEES

(a) General. An Alternate Payee shall have no rights to a Participant's benefit and shall have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 13.02.

(b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator may distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. The Plan hereby specifically permits and authorizes distribution of a Participant's benefits under the Plan to an Alternate Payee in accordance with a Qualified Domestic Relations Order prior to the date the Participant has a Termination of Employment, or prior to the date the Participant attains his earliest retirement age as defined in Code section 414(p).

(c) Funds. If the Qualified Domestic Relations Order does not specify the Participant's Accounts, or Funds in which such Accounts are invested, from which amounts that are separately accounted for shall be paid to an Alternate Payee, such amounts shall be distributed, or segregated, from the Participant's Accounts, and the Funds in which such Accounts are invested (excluding any amounts invested as a Participant loan), on a pro rata basis. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the balance of the Participant's vested Accounts after deduction of any outstanding loan.

(d) Default Rules. Unless a Qualified Domestic Relations Order establishing a separate account for an Alternate Payee provides to the contrary:

(i) Withdrawals. An Alternate Payee shall not be permitted to make any withdrawals under Article 8.

(ii) Death Benefits. An Alternate Payee shall have the right to designate a Beneficiary who shall receive benefits payable to an Alternate Payee which have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed shall be paid to the Alternate Payee's estate. Any death benefit payable to the Beneficiary of an Alternate Payee shall be paid in a single sum as soon as administratively practicable after the Alternate Payee's death.

(iii) Investment Direction. An Alternate Payee shall have the right to direct the investment of any portion of a Participant's Accounts payable to the Alternate Payee under such order in the same manner with respect to a Participant, which amounts shall be separately accounted for in the Alternate Payee's name.

(e) Loans. An Alternate Payee shall not be permitted to make a loan from the separate account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(f) Treatment as Spouse. A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.

(g) Plan Procedures. The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 13.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 13.04 NO RIGHT TO FUND ASSETS

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Fund upon termination of employment or otherwise, except as specifically provided under the Plan. All Payments of benefits under the Plan shall be made solely out of the assets of the Fund.

Section 13.05 PARTICIPANT BENEFITING

A Participant shall be treated as benefiting under the Plan for any Plan Year during which the Participant received or is deemed to receive an allocation in accordance with Treas. Reg. section 1.410(b)-3(a).

Section 13.06 GOVERNING LAW

This Plan shall be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by Federal law, or; if the Adoption Agreement provides that the Plan is not subject to ERISA, not preempted by other applicable law.

Section 13.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 13.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 13.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.