

[PLACE YOUR COMPANY NAME HERE]

BASIC PLAN DOCUMENT #E05-403B (LIMITED SCOPE)

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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 non-discrimination provisions of Code section 403(b)(12) only apply to the extent that the Adoption Agreement provides the 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

The following words and terms, when used in the Plan, have the meaning set forth below.

"Account" means the balance of a Participant's interest in the Funding Vehicles 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, Rollover Contribution Account, the earnings or loss of each Funding Vehicle, any Plan-to-Plan transfers (as provided in Section 4.04 and 8.04), the account established for a Beneficiary after a Participant's death, any account or accounts established for an alternate payee (as defined in Code section 414(p)(8)), and any distribution made allocable to the Participant or the Participant's Beneficiary. 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.

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

"Administrator" means the person or persons identified in the Adoption Agreement.

"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 and that satisfies all of the applicable requirements of Code sections 403(b) and 401(g).

"Beneficiary" means the designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

"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.

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

"Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code sections 125, 132(f), 401(k), 403(b), or 457(b) (including an election under Section 4.01 made to reduce compensation in order to have Elective Deferrals under the 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 Plan Sponsor, or by each Participant individually, to hold assets of the Plan.

"Disabled" 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.

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

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

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

"Employer" means the Company or any other entity 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. For this purpose, if the Plan is a FICA Church Plan or sponsored by a State or local government or a federal government entity, the Employer shall determine which entities are employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654. 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.

"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)).

"Funding Vehicles" means the Annuity Contracts, Retirement Income Accounts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Plan Sponsor for use under the Plan.

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

"Includible Compensation" means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under Code section 401(a)(17)) and increased (up to the dollar maximum) by any compensation reduction election under Code sections 125, 132(f), 401(k), 403(b), or 457(b) (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

"Individual Agreement" means the agreements between a Vendor and the Plan Sponsor or a Participant that constitutes or governs a Funding Vehicle.

"Participant" means an individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

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

"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.

"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 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.

"Severance from Employment" (as defined in Treas. Reg. Section 1.403(b)-2(b)(19)) 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.

"Vendor" means the provider of a Funding Vehicle.

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

ARTICLE 3
PARTICIPATION

Section 3.01 PARTICIPATION AND CONTRIBUTIONS

Unless otherwise provided in the Adoption Agreement, each Eligible Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Company.

Section 3.02 INFORMATION PROVIDED BY THE EMPLOYEE

Each Eligible Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

Section 3.03 LEAVE OF ABSENCE

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

ARTICLE 4
CONTRIBUTIONS

Section 4.01 COMPENSATION REDUCTION ELECTION

(a) General Rule. An Eligible Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. 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 Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Company as an Employee may reduce his or her Compensation under the Plan. Each Eligible Employee will become a Participant in accordance with the terms and conditions of the Adoption Agreement. An Eligible Employee shall become a Participant as soon as administratively practicable following the date applicable under the Eligible Employee's election.

(b) Special Rule for New Employees.

(1) Automatic Enrollment for New Employees. For purposes of applying this Section 4.01, if selected in the Adoption Agreement, a new Eligible Employee is deemed to have elected to become a Participant and to have his or her Compensation reduced by the amount selected in the Adoption Agreement (and have that amount contributed as an Elective Deferral on his or her behalf) and to have agreed to be bound by all the terms and conditions of the Plan at the time the Eligible Employee is hired. Contributions made under this automatic participation provision shall be made to the Funding Vehicle or Vehicles selected for this purpose for all new Eligible Employees by the Administrator. Any Eligible Employee who automatically becomes a Participant under this Section 4.01(b) shall file a designation of Beneficiary with the Funding Vehicle or Vehicles to which contributions are made.

(2) Right to File a Different Election; Notice to Employee. This Section 4.01(b) shall not apply to the extent an Eligible Employee files an election for a different percentage reduction or elects to have no Compensation reduction, or designates a different Funding Vehicle to receive contributions made on his or her behalf. Any new Eligible Employee shall receive a statement at the time he or she is hired that describes the Eligible Employee's rights and obligations under this Section 4.01(b) (including the information in this Section 4.01(b) and identification of how the Eligible Employee can file an election or make a designation as described in the preceding sentence, and the refund right under Section 4.01(b)(3) if applicable, including the specific name and location of the person to whom any such election or designation may be filed), and how the contributions under this Section 4.01(b) will be invested.

(3) Eligible Automatic Contribution Arrangement. If selected in the Adoption Agreement, an Eligible Employee for whom contributions have been automatically made under Section 4.01(b)(1) may elect to withdraw all of the contributions made on his or her behalf under Section 4.01(b)(1), 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(b)(1).

(4) If the Plan provides for Roth Elective Deferrals, all Elective Deferrals made under Section 4.01(b) shall be designated as Pre-tax Elective Deferrals.

(c) 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.

Section 4.02 CHANGE IN ELECTIVE DEFERRALS ELECTION

Subject to the provisions of the Adoption Agreement, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Eligible Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

Section 4.03 ELIGIBLE ROLLOVER CONTRIBUTIONS TO THE PLAN

(a) Eligible Rollover Contributions. To the extent provided in the Adoption Agreement, an Eligible Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Vendor accepting such rollover contributions may require that the transfer be in cash or other property acceptable to it. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B). Rollover Contributions shall be allocated to the Eligible Employee's Rollover Contribution Account.

(b) Eligible Plans. Subject to any limitations specified in the Adoption Agreement, the following are the 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).

(c) Exclusions. A Participant may not rollover to the plan 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 4.04 TRANSFERS TO THE PLAN

(a) If transfers are permitted in the Adoption Agreement, at the direction of the person described in the Adoption Agreement, for a class of Eligible Employees who are participants or beneficiaries in another plan under Code section 403(b), assets may be transferred to the Plan as provided in this Section 4.04. 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 Employer. The Administrator or any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with 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 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) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that:

(1) the Individual Agreement which holds any amount transferred to the Plan must, 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 being transferred that are not less stringent than those imposed on the transferor plan and

(2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article 5.

Section 4.05 CONTRIBUTIONS MADE PROMPTLY

Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant unless a longer period is permitted under applicable law or regulation.

Section 4.06 PROTECTION OF PERSONS WHO SERVE IN A UNIFORMED SERVICE

An Eligible 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 Eligible Employee could have elected during that period if the Eligible 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 Eligible 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).

ARTICLE 5
LIMITATIONS ON AMOUNTS DEFERRED

Section 5.01 BASIC ANNUAL LIMITATION

Except as provided in Sections 5.02 and 5.03, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible 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).

Section 5.02 SPECIAL SECTION 403(b) CATCH-UP

Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service. To the extent provided in the Adoption Agreement and if the Company is a qualified organization, the applicable dollar amount under Section 5.01 for any qualified employee is increased by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the Employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the Employee by the qualified organization for prior years.

For purposes of this Section 5.02, a "qualified employee" means an Eligible Employee who has completed at least 15 years of service taking into account only employment with the Employer (see Treas. Reg. 1.403(b)-4(e) for special rules to calculate years of service). For the purposes of this Section 402, 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).

Section 5.03 AGE 50 CATCH-UP ELECTIVE DEFERRAL CONTRIBUTIONS

To the extent permitted in the Adoption Agreement, an Eligible Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50

catch-up Elective Deferrals for a year is \$5,000 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under the Code.

Section 5.04 COORDINATION OF CATCH-UPS

Amounts in excess of the limitation set forth in Section 5.01 shall be allocated first to the special 403(b) catch-up under Section 5.02 and next as an age 50 catch-up contribution under Section 5.03. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

Section 5.05 SPECIAL RULE FOR A PARTICIPANT COVERED BY ANOTHER SECTION 403(b) PLAN

For purposes of this Article 5, 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 Article 5. For this purpose, the Administrator shall take into account any other such plan maintained by the Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

Section 5.06 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), shall be distributed to the Participant.

ARTICLE 6
VESTING

Section 6.01 PARTICIPANT CONTRIBUTIONS

A Participant shall have a fully vested and nonforfeitable interest in his Account.

ARTICLE 7
DISTRIBUTIONS

Section 7.01 BENEFIT DISTRIBUTIONS

At Severance from Employment or Other Distribution Event. Except as permitted under Section 5.06 (relating to excess Elective Deferrals), Section 8.02 (relating to withdrawals of amounts rolled over into the Plan), Section 8.01 (relating to hardship), or Section 10.02 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

Section 7.02 SMALL ACCOUNT BALANCES

The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account balance does not exceed \$5,000 (or such lesser amount specified in the Adoption Agreement) and any such distribution shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000). To the extent the Plan has established an IRA provider to accept mandatory rollovers, the Account balance shall be determined without regard to Rollover Contribution Accounts.

Section 7.03 MINIMUM DISTRIBUTIONS

Each Individual Agreement shall comply with the minimum distribution requirements of Treas. Reg. 1.403(b)-6.

Section 7.04 ROLLOVER DISTRIBUTIONS

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Code section 414(p)) who is entitled to an eligible rollover distribution that is equal to at least \$200 may elect 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 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 under a domestic relations order, 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) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 7.05 PAYMENTS TO MINORS AND INCOMPETENTS

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 7.06 PROCEDURE WHEN DISTRIBUTEES CANNOT BE LOCATED

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 Funding Vehicle shall continue to hold the benefits due such person.

ARTICLE 8
INSERVICE DISTRIBUTIONS AND LOANS

Section 8.01 HARDSHIP WITHDRAWALS

(a) Hardship withdrawals shall be permitted to the extent permitted in the Adoption Agreement. If applicable under an Individual Agreement or the Adoption Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Plan Sponsor and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Treas. Reg. section 1.401(k)- 1(d)(2)(iv)), the Vendor notifying the Plan Sponsor of the withdrawal in order for the Plan Sponsor to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to Treas. Reg. section 1.401(k)-1(d)(2)(iii)), the Vendor shall obtain information from the Company or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

Section 8.02 IN-SERVICE DISTRIBUTIONS FROM ROLLOVER ACCOUNT.

If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the Adoption Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

Section 8.03 LOANS

(a) Loans. Loans shall be permitted under the Plan to the extent permitted by the Adoption Agreement.

(b) Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan the Administrator may take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 8.03(c) including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator may also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

(c) Maximum Loan Amount. Unless otherwise indicated in the Adoption Agreement, no loan to a Participant under the Plan may 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 of the value of the Participant's vested Account balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 8.03, any loan from any other plan maintained by the Employer shall be treated as if it were a loan made from the Plan, 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.

Section 8.04 TRANSFERS FROM THE PLAN

(a) At the direction of the person identified in the Adoption Agreement, if transfers from the Plan are permitted in the Adoption Agreement, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account transferred to another plan that satisfies Code section 403(b) in accordance with Treas. Reg. section 1.403(b)-10(b)(3). A transfer is permitted under this Section 8.04(a) 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 and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

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

(c) Upon the transfer of assets under this Section 8.04, 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 8.04 (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 Treas. Reg. section 1.403(b)-10(b)(3).

Section 8.05 PERMISSIVE SERVICE CREDIT TRANSFERS

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section Code 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section 8.05(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 8.05(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

(c) 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 Account).

Section 8.06 QUALIFIED RESERVISTS

Qualified Reservists. 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).

ARTICLE 9
INVESTMENT AND VALUATION OF FUND

Section 9.01 MANNER OF INVESTMENT

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Funding Vehicle. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. 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.

Section 9.02 INVESTMENT OF CONTRIBUTIONS

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Funding Vehicles in accordance with the terms of the Individual Agreements. Transfers among Funding Vehicles may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

Section 9.03 CURRENT AND FORMER VENDORS

The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 4.03 or 9.04), the Company shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

Section 9.04 CONTRACT AND CUSTODIAL ACCOUNT EXCHANGES

(a) If the conditions in paragraphs (b) through (d) of this Section 9.04 are satisfied, a Participant or Beneficiary is permitted to change the investment of his or her Account to an investment with a fund that is not specifically approved by the Plan Sponsor 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 section 403(b) plans immediately before the exchange).

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

(d) The Plan Sponsor enters into an agreement with the receiving Vendor for the other Funding Vehicle under which the Plan Sponsor and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting Funding Vehicle, or any other Funding Vehicles to which contributions have been made by the Plan Sponsor, to satisfy Code section 403(b), including the following:

(i) the Company providing information as to whether the Participant's employment with the Company is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Article 7);

(ii) the Vendor notifying the Company 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 Vendor providing information to the Company or other Vendors concerning the Participant's or Beneficiary's section 403(b) Funding Vehicles or qualified employer plan benefits (to enable a Vendor 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 Funding Vehicle and any other Funding Vehicle to which contributions have been made for the Participant by the Company to satisfy other tax requirements, including the following:

(i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 8.03, 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 Roth Elective Deferrals in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Plan Sponsor will enter into an information sharing agreement as described in Section 9.04(d) to the extent the Plan Sponsor's contract with the Vendor does not provide for the exchange of information described in Section 9.04(d)(1) and (2).

ARTICLE 10
AMENDMENT, MERGER AND TERMINATION

Section 10.01 TERMINATION OF CONTRIBUTIONS

The Company has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Company has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

Section 10.02 AMENDMENT AND TERMINATION

The Plan Sponsor reserves the authority to amend or terminate this Plan at any time.

Section 10.03 DISTRIBUTION UPON TERMINATION OF THE PLAN

The Plan Sponsor may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer on the date of termination do not make contributions to an alternative section 403(b) plan that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

ARTICLE 11
MISCELLANEOUS

Section 11.01 NON-ASSIGNABILITY

Except as provided in Section 11.02 and 11.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

Section 11.02 DOMESTIC RELATION ORDERS

Notwithstanding Section 11.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

Section 11.03 IRS LEVY

Notwithstanding Section 11.01, the Administrator may pay from a Participant's or Beneficiary's Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

Section 11.04 TAX WITHHOLDING

Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under Code section 3121). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Code section 3401 and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

Section 11.05 MISTAKEN CONTRIBUTIONS

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

Section 11.06 INCORPORATION OF INDIVIDUAL AGREEMENT

The Plan, together with the Individual Agreements, is intended to satisfy the requirements of Code section 403(b) and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Code section 403(b).

Section 11.07 GOVERNING LAW

The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Plan Sponsor has its principal place of business.

Section 11.08 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 11.09 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.

Section 11.10 COMPENSATION OF ADMINISTRATOR

Except if the Plan is a Church Plan or a Governmental Plan, the Administrator shall serve without compensation for his services.

Section 11.11 ENFORCEMENT OF RIGHTS

Except if the Plan is a Church Plan or a Governmental Plan, all rights under the Plan are enforceable solely by the Employee, by the Beneficiary of the Employee, or by any authorized representative of the Employee or Beneficiary of the Employee.

Section 11.12 ADMINISTRATOR

(a) Designation. The Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Administrator. If a committee is designated as the 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 take also 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) Procedures. The 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 Administrator shall be entitled to rely upon information furnished to it. The Administrator's decisions shall be binding and conclusive as to all parties.

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