(4) Payment of tuition and related educational fees for the next twelve (12) months of post-secondary education for the Participant, the Participant's spouse, children, or dependents;

(5) The need to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence: or

(6) Expenses for the repair of damage to the Participant'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).

(b) No such distribution shall be made from the Participant's Account until such account has become fully Vested.

(c) Any distribution made pursuant to this section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.05, including, but not limited to, all notice requirements of Code Section 402(f).

(d) The provisions of the paragraph shall not apply to contributions made pursuant to Section G.3.b. of the Adoption Agreement on behalf of Part-time, Seasonal and Temporary Employees.

(e) Unless otherwise elected in the Adoption Agreement, then effective as of August 17, 2006, a Participant's hardship event, for purposes of the Plan's hardship distribution provisions, includes an immediate and heavy financial need of the Participant's primary Beneficiary under the Plan, that would constitute a hardship event if it occurred with respect to the Participant's spouse or dependent as defined under Code Section152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this subparagraph (e), a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

6.12 QUALIFIED RESERVIST DISTRIBUTIONS

If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, the Plan permits a Participant to elect a Qualified Reservist Distribution, as defined in this Section 6.12.

A "Qualified Reservist Distribution" is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (i) the distribution is from amounts attributable to elective deferrals in a 401(k) plan; (ii) the individual was (by reason of being a member of a reserve component, as defined in Section 101 of Title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (iii) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

6.13 LIMITATIONS ON BENEFITS AND DISTRIBUTIONS UNDER DOMESTIC RELATIONS ORDERS

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "domestic relations order" ("DRO") as defined in Code Section 414(p). Furthermore, if elected in the Adoption Agreement, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a DRO, even if the affected Participant is not yet entitled to a distribution under the terms of the Plan.

Effective April 6, 2007, a domestic relations order will not fail to be a DRO: (i) solely because the order is issued after, or revises, another domestic relations order or DRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. Such a domestic relations order is subject to the same requirements and protections that apply to DROs.

6.14 DIRECT ROLLOVER

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

(b) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution that is required under Section 401(a)(9) of the Code; or any distribution which is made on account of hardship. However, the portion of any eligible rollover distribution that consists of after-tax employee contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code or a qualified trust described in Section 401(a) of the Code, or an annuity contract described in Section 403(b) of the Code that accepts the distributee's eligible rollover distribution. An eligible retirement plan shall also mean an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternative payee under a domestic relations order.

(d) A distributee includes a Participant or Former Participant. In addition, the Participant's or Former Participant's surviving spouse and the Participant's or Former Participant's spouse or former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

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

(f) For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

(g) For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution. For purposes of this paragraph, the following additional provisions shall apply:

(1) Although a non-spouse Beneficiary may roll over directly a distribution as provided in this subsection (g), any distribution made prior to January 1, 2010 is not subject to the

direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

(3) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(h) For distributions made after December 31, 2007, a Participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code Section 408A(b).

6.15 REQUIRED MINIMUM DISTRIBUTIONS

(a) Except as otherwise provided in Subsection (g) below, the provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section will take precedence over any inconsistent provisions of the Plan. All distributions required under this section will be determined and made in accordance with the Regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Code. Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to Section 242(b)(2) of TEFRA.

(b) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then except as provided in subsection (f), below, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then except as provided in subsection (f), below, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the

surviving spouse begin, this subsection (b), other than paragraph (b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsections (c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Regulations.

(c) During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2 of the Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3 of the Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(3) Except as provided in subsection (f) below, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraphs (d)(1) and (d)(2).

(4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), paragraphs (d)(3) – (5) will apply as if the surviving spouse were the Participant.

(e) Definitions.

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 6.02 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Regulations.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Regulations.

(4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The

account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) "Required beginning date" means April 1st of the calendar year following the later of:

(i) the calendar year in which the Participant attains age 70-1/2; or

(ii) the calendar year in which the Participant retires.

(f) For purposes of paragraphs (b)(1), (b)(2) and (d)(3) of this Section 6.15, Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under paragraphs (b)(1) or (b)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the beneficiary makes an election under this paragraph, distributions will be made in accordance with paragraphs (b)(1) or (b)(2) and (d)(3).

6.16 WAIVER OF 2009 REQUIRED MINIMUM DISTRIBUTIONS

(a) This subsection (a) applies unless the Employer elects (in the Adoption Agreement) to apply the provisions of subsection (b) or (c), below. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009 RMD shall be suspended in accordance with Code Section 401(a)(9)(H).

(b) This subsection (b) applies if the Employer so elects in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(c) This subsection (c) applies if the Employer so elects in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiaries receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.

(d) Notwithstanding the provisions of the Plan relating to required minimum distributions under Code Section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the Adoption Agreement, will be treated as eligible rollover distributions. If no election is made by the Employer in the Adoption

Agreement, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).

6.17 PARTICIPANT DISTRIBUTION NOTIFICATION

For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code Section 402(f) (the rollover notice) will become 180 days.

ARTICLE VII
AMENDMENT and TERMINATION

7.01 AMENDMENT BY EMPLOYER

(a) The Employer shall have the right at any time to amend the Adoption Agreement, but limited to changes to the choice of options in the Adoption Agreement. The Employer may also add certain IRS sample or model amendments or other required good faith amendments which specifically provide that their adoption will not cause its Plan to be treated as individually designed. The Employer may specify or change the effective date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross-references that merely correct a reference but that do not in any way change the original intended meaning of the provisions. However, no such amendment shall authorize or permit any part of the Plan's assets (other than such part as is required to pay administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries or estates; no such amendment shall cause any reduction in the account balance of any Participant or cause or permit any portion of the Plan's assets to revert to or become property of the Employer; and no such amendment which affects the rights, duties or responsibilities of the Insurer (or Trustee, if applicable) and Administrator may be made without the Insurer's (or Trustee's, if applicable) and Administrator's written consent. Any such amendment shall become effective upon delivery of a new duly executed Adoption Agreement, provided that the Insurer (or Trustee, if applicable) shall, in writing, consent to the terms of such amendment.

(b) Any other amendment of the Plan or the non-elective portions of the Adoption Agreement by the Employer shall result in this Plan's being treated as an individually-designed plan for which the Employer will have to apply to the appropriate key district of the Internal Revenue Service for a determination letter if the Employer wants assurance that the Plan meets the requirements of the Code.

7.02 AMENDMENT BY VOLUME SUBMITTER PRACTITIONER

(a) Effective as of the date of the advisory letter, the Volume Submitter Practitioner may, from time to time, amend the plan (without the Employer's consent) in order to conform the Plan to any requirement for qualification of the Plan (and the related Trust, if applicable) under the sections of the Code applicable to "governmental plans," as defined in Section 414(d) of the Code. Such amendments may address changes in the Code, the related Treasury regulations, revenue rulings, or other statements published by the Internal Revenue Service. The Volume Submitter Practitioner may not amend the Plan in any manner which would modify any election made by the Employer under the Plan without the Employer's written consent. Furthermore, the Volume Submitter Practitioner may not amend the Plan in any manner which would violate the proscriptions of Section 7.01(a), above. The Volume Submitter Practitioner's authority to amend the plan shall cease as of the date the Internal Revenue Service requires the Employer to file a Form 5300 as an individually designed plan because of substantial modifications of the specimen plan. If the Employer is required to obtain a determination letter in order to have reliance (for example, because the Employer has modified the specimen plan), the Volume Submitter Practitioner's authority to amend the Plan shall be conditioned on the Employer's plan being covered by a favorable determination letter.

(b) The Volume Submitter Practitioner shall furnish each adopting Employer with a copy of the approved Plan, copies of any subsequent amendments, and the most recently issued IRS advisory letter. The Volume Submitter Practitioner shall maintain, or have maintained on its behalf, a record of the names, business addresses and taxpayer identification numbers of all Employers that have adopted the Plan, and shall make reasonable and diligent efforts to ensure that adopting Employers have received and are aware of all Plan amendments and that such Employees adopt new documents as necessary. If the Volume Submitter Practitioner reasonably concludes that an Employer's plan may no longer be a qualified plan, the Volume Submitter Practitioner shall (i) notify the Employer accordingly, (ii) advise the Employer about the adverse tax consequences that may result from loss of the plan's qualified status, and (iii) inform the Employer about the availability of the Employee Plans Compliance Resolution System (EPCRS).

7.03 TERMINATION

(a) The Employer shall have the right at any time to terminate the Plan by delivering to the Insurer (or trustee, if applicable) and Administrator advanced written notice of such prospective termination. Upon termination of the Plan or, in the case of a profit sharing plan the complete discontinuance of contributions to the Plan, all amounts credited to the affected Participants' Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture, and all unallocated amounts, including Forfeitures, shall be allocated to the accounts of all Participants in accordance with the provisions hereof.

(b) Upon the termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner which is consistent with and satisfies the provisions of Section 6.05. Distributions to a Participant shall be made in any form otherwise permitted by the Plan.

(c) Notwithstanding the foregoing, in the event this is a Money Purchase Plan which provides that Forfeitures must be used to reduce Employer contributions, any Forfeitures which cannot be reallocated may revert to the Employer. However, this provision shall not apply until the end of the fifth calendar year following the date the Plan provision was adopted.

ARTICLE VIII
MISCELLANEOUS

8.01 EMPLOYER ADOPTIONS

(a) Any state or local governmental entity may, with the approval of the Volume Submitter Practitioner, become the Employer hereunder by executing the Adoption Agreement in a form satisfactory to the Insurer (or Trustee, if applicable) and it shall provide such additional information as the Insurer (or Trustee, if applicable) may require.

(b) Except as otherwise provided in this Plan, the adoption of this Plan by the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

8.02 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

8.03 ALIENATION

(a) Subject to the exceptions provided below, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) This provision shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 11.01. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such proportion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given written notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's Account. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's Vested Account, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Sections 2.11 and 2.12.

(c) This provision shall not apply to amounts set aside or otherwise distributed to an "alternate payee" under a "domestic relations order," as defined in Code Section 414(p). The Administrator shall establish a written procedure to administer distributions under such domestic relations orders. Further, to the extent provided under a domestic relations order, a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(d) Notwithstanding any provision of this section to the contrary, an offset to a Participant's accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, shall be permitted in accordance with Code Section 401(a)(13)(C) and (D).

8.04 CONSTRUCTION OF PLAN

This Plan and Trust shall be construed and enforced according to the Code and the laws of the State or Commonwealth in which the Employer's principal office is located, other than its laws respecting choice of law.

8.05 GENDER AND NUMBER

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

8.06 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Plan established hereunder to which the Insurer (or Trustee, if applicable) or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Insurer (or Trustee, if applicable) or Administrator, they shall be entitled to be reimbursed from the Plan assets for any and all costs, attorney's fees, and other expenses pertaining thereto incurred for which the Insurer (or Trustee) or the Administrator shall have become liable.

8.07 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan (or of the Trust, if any) by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Plan assets maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.

(b) In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Insurer (or Trustee, if applicable) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

8.08 EMPLOYER'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Employer nor the Administrator (nor the Trustee, if applicable) nor their successors, shall be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

8.09 INSURER'S PROTECTIVE CLAUSE

The Insurer who shall issue Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Employer or Administrator (or Trustee, if applicable), and shall have no duty to see to the application of any funds paid to the Administrator (or Trustee, if applicable), nor be required to question any actions directed by the Employer or Administrator. In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

8.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the

extent thereof, be in full satisfaction of all claims hereunder against the Insurer (or Trustee, if applicable) and the Employer, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Insurer or Employer. Any authorization of, or request for, payment directed to the Insurer shall be signed by the Administrator and/or Participant or Beneficiary.

8.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

8.12 RESPONSIBLE PARTIES AND ALLOCATION OF RESPONSIBILITY

(a) The "responsible parties" of this Plan are (1) the Employer, (2) the Administrator and, if there is a discretionary Trustee, the Trustee. The responsible parties shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under the Plan, including but not limited to any agreement allocating or delegating their responsibilities, the terms of which are incorporated herein by reference. Unless otherwise indicated herein or pursuant to such agreement(s), the Employer shall have the duties specified in Article II hereof, as the same may be allocated or delegated thereunder, including but not limited to the responsibility for making the contributions provided for under Section 4.01, and shall have the authority:

(1) to appoint and remove the Insurer (or Trustee); and

(2) to amend or terminate, in whole or in part, the Plan.

(b) The Administrator shall have the responsibility for the administration of the Plan, including but not limited to the items specified in Article II of the Plan, as the same may be allocated or delegated thereunder.

(c) The Trustee (if any) shall have the responsibility of management and control of the Plan assets that are not held in Contracts, including but not limited to the acquisition and disposition of Plan assets except to the extent it shall act under the direction of the Employer, the Administrator, or Participants pursuant to Article II and Article V of the Plan.

Each responsible party warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan, authorizing or providing for such direction, information or action. Furthermore, each responsible party may rely upon any such direction, information or action of another responsible party as being proper under the Plan, and is not required under the Plan to inquire into the propriety of any such direction, information or action. It is intended under the Plan that each responsible party shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under the Plan as specified or allocated hereunder. No responsible party shall guarantee the Plan assets in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one responsible party capacity.

8.13 HEADINGS

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

8.14 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application timely filed by or on behalf of the Plan, the Commissioner of Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a qualified plan under Code Sections 401 and 501, and such determination is

not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one year of the date the initial qualification is denied and the Plan shall terminate, and the Insurer (or Trustee, if applicable) shall be discharged from all further obligations. If the disqualification relates to an amended plan, then the Plan shall operate as if it had not been amended and restated. For purposes of this section, an application is timely filed if filed by such date as the Secretary of the Treasury may prescribe for plans maintained by governmental employers.

8.15 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

ARTICLE IX
PARTICIPATING EMPLOYERS

9.01 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer and Insurer (or Trustee, if applicable), any Affiliated Employer that is also a state or local governmental entity may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer.

9.02 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) Each Participating Employer shall be required to select the same Adoption Agreement provisions as those selected by the Employer other than the Plan Year, the Fiscal Year, and such other items that must, by necessity, vary among employers.

(b) Each such Participating Employer shall be required to use the same Insurer (or Trustee, if a trusteed Plan) as provided in this Plan.

(c) The Insurer (or Trustee, if applicable) may, but shall not be required to, commingle, hold and invest as one fund all contributions made by Participating Employers, as well as all increments thereof.

(d) The transfer of any Participant from or to an Employer participating in this Plan, regardless of whether the Participant is an Employee of the Employer or a Participating Employer, shall not affect such Participant's rights under the Plan, and all amounts credited to such Participant's Account as well as accumulated service time with the transferor or predecessor, and length of participation in the Plan, shall continue to the credit of such Participant.

(e) Any expenses of the Plan which are to be paid by the Employer shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

9.03 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Insurer (or Trustee, if applicable) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates the contrary, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

9.04 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Participating Employers, and in the event of any such transfer, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a termination of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

9.05 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution or Forfeiture subject to allocation during each Plan Year shall be allocated among all Participants of all Participating Employers in accordance with the provisions of this Plan. On the basis of the information furnished by the Administrator, the Insurer (or Trustee, if applicable) may keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Insurer (or Trustee, if applicable) may, but need not, register

Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Insurer (or Trustee, if applicable) thereof.

9.06 AMENDMENT

This Plan may be amended by the Employer at any time without any action by each and every Participating Employer hereunder. However, the Employer may only amend this Plan with the consent of the Insurer (or Trustee, if applicable) where such consent is necessary in accordance with the terms of this Plan.

9.07 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Insurer (or Trustee, if applicable). The Insurer (or Trustee, if applicable) shall thereafter transfer, deliver and assign Contracts and other fund assets allocable to the Participants of such Participating Employer to such new Insurer (or Trustee, if applicable) as shall have been designated by such Participating Employer, in the event that it has established a separate pension plan for its Employees. If no successor is designated, the Insurer (or Trustee, if applicable) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article V hereof. In no such event shall any part of the corpus or income of the fund as it relates to such Participating Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such Participating Employer.

9.08 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE X
CONTRACTS
(APPLIES ONLY TO ANNUITY CONTRACTS OR PORTION OF PLAN FUNDED WITH ANNUITY CONTRACTS)

10.01 PURCHASE OF CONTRACTS

The benefits provided under this Plan may be funded through the purchase of Contracts issued by The Variable Annuity Life Insurance Company (VALIC) or any other authorized Insurer. The provisions of this Article shall apply to any such Contracts which, as determined by the Employer, will not be held by the Trustee. The Employer shall pay within a reasonable period of time all contributions which are made to this Plan to the Insurer for the purchase of such Contracts.

10.02 EMPLOYER DESIGNATED AS OWNER

Each Contract shall designate the Employer as sole owner, with rights reserved to said Employer to exercise those rights or options contained therein that apply to the owner of the Contract. All such Contracts shall be held by the Employer who shall have the power and right to take such actions with respect to such Contracts as shall be in accordance with this Plan for purposes of providing benefits to Participants. The Employer shall be treated as trustee to the extent that the Contracts are treated as trusts pursuant to Code Section 401(f).

10.03 TYPE OF CONTRACT(S)

The Employer shall have the right to determine whether to have fixed or combination fixed and variable Contracts and whether to have group or individual Contracts. The Employer shall base its decision on which Contract(s) would be more beneficial for the Participants and on the administrative tasks imposed by each Contract. Such decision shall be in the sole discretion of the Employer.

10.04 VOTING RIGHTS

The Employer shall solicit and act in accordance with the instructions of the Participant in regard to any voting rights which pertain to a Contract for variable accumulation of benefits. During the accumulation period, Participants will have the right to instruct the Employer with respect to the votes attributable to any Vested interest they have in the Contract. All other votes entitled to be cast during the accumulation period may be cast by the Employer in its sole discretion. During the annuity period, every Participant will have the right to instruct the Employer with respect to all votes attributable to the amount of assets established in the appropriate separate account to meet the annuity obligations related to such Participant. The Insurer will provide all notices and proxy materials to the Employer for distribution to the Participants. The Employer may cast all votes for which instructions were not received in accordance with the Employer's sole discretion.

10.05 CERTIFICATE OF PARTICIPATION

The Insurer shall issue a certificate of participation and/or a Contract, as applicable, to each Participant. Each such certificate of participation shall set forth in substance the benefits or other rights to which such Participant is entitled under the Contract.

10.06 INSURER INDEMNIFICATION

To the extent permitted by law, the Employer agrees to indemnify and hold harmless the Insurer against any and all claims, losses, damages, expenses and liabilities the Insurer may incur in the exercise and performance of the Insurer's duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct on the part of the Insurer.

ARTICLE XI
LOANS, AUDITS AND TRANSFERS

11.01 LOANS TO PARTICIPANTS

(a) If specified in the Adoption Agreement, the Administrator (or Trustee, if applicable) may authorize loans to Participants or Beneficiaries under the following circumstances:

(1) loans shall be made available to all Participants on a reasonably equivalent basis;

(2) loans shall bear a reasonable rate of interest;

(3) loans shall be adequately secured;

(4) loans shall provide for periodic repayment over a reasonable period of time, as defined in subsection (d) below; and

(5) loans shall not be made for an amount less than the minimum loan amount stated in the Contracts.

(b) Loans shall be evidenced by a legally enforceable agreement that specifies the amount and date of the loan and the repayment schedule. Such agreement must be either:

(1) in a written paper document or

(2) in an electronic medium under a system that is accessible to participants, and under which (i) only participants may make the loan request, (ii) participants are provided with an opportunity to review, confirm, modify or rescind their request, and (iii) the participant receives either a written or electronic confirmation of the request.

(c) Loans shall be permitted from all contribution sources, including rollovers.

(d) Loans made pursuant to this section (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall be limited to the lesser of:

(1) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) the greater of (i) one-half (1/2) of the present value of the non-forfeitable accrued benefit of the Employee under the Plan, or (ii) $10,000.

For purposes of this limit, all plans of the Employer shall be considered one plan.

(e) Loans shall provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a principal residence of the Participant shall provide for periodic repayment over a reasonable period of time that may exceed five (5) years. Loan repayments must be suspended under this Plan as permitted under Code Section 414(u)(4).

(f) An assignment or pledge of any portion of a Participant's interest in the Plan and a loan, pledge, or assignment with respect to any Contract purchased under the Plan, shall be treated as a loan under this Section.

(g) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations.

(h) A Participant loan program shall be established which must include, but need not be limited to, the following:

(1) the identity of the person or positions authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) limitations, if any, on the types and amounts of loans offered, including what constitutes a hardship or financial need if selected in the Adoption Agreement;

(5) the procedure under the program for determining a reasonable rate of interest;

(6) the types of collateral which may secure a Participant loan; and

(7) the events constituting default and the steps that will be taken to preserve Plan assets.

(i) Such Participant loan program shall be contained in a separate written document. Furthermore, such Participant loan program may be modified or amended in writing from time to time without the necessity of amending this Section. In the event of any conflict between the terms of this Plan and a separate loan program, the terms of the Plan will control.

11.02 TRANSFER OF INTEREST

Notwithstanding any other provision contained in this Plan, the Insurer (or Trustee, if applicable) at the direction of the Administrator may transfer the Vested interest, if any, of a Participant's Account to another trust or Contract forming part of a pension, profit sharing, or stock bonus plan meeting the requirements of Code Section 401(a) or 403(a), provided that the trust or Contract to which such transfers are made permits the transfer to be made.

ARTICLE XII
HEART ACT PROVISIONS

12.01 DEATH BENEFITS

In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

12.02 BENEFIT ACCRUAL

If the Employer elects in the Adoption Agreement to apply this Section 12.02, then effective as of the date specified in the Adoption Agreement, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

The Plan will determine the amount of Employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 12.02 for purposes of applying paragraph Code Section 414(u)(8)(C) on the basis of the individual's average actual Employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

12.03 DIFFERENTIAL WAGE PAYMENTS

For years beginning after December 31, 2008: (a) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), is treated as an employee of the employer making the payment; (b) the differential wage payment is treated as compensation for purposes of Code Section 415(c)(3) and Treasury Reg. Section 1.415(c)-2 (e.g., for purposes of Code Section 415, top-heavy provisions of Code Section 416, determination of highly compensated employees under Code Section 414(q), and applying the 5% gateway requirement under the Code Section 401(a)(4) regulations); and (c) the Plan is not treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) (or corresponding plan provisions, including, but not limited to, Plan provisions related to the ADP or ACP test) by reason of any contribution or benefit which is based on the differential wage payment. The Plan Administrator operationally may determine, for purposes of the provisions described in Code Section 414(u)(1)(C), whether to take into account any deferrals, and if applicable, any matching contributions, attributable to differential wages. Differential wage payments (as described herein) will also be considered Compensation for all Plan purposes unless otherwise elected in the Adoption Agreement.

Subsection 12.03(c) above applies only if all employees of the Employer performing service in the uniformed services described in Code Section 3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code Section 3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code Section 410(b)(3), (4), and (5)).

12.04 DEEMED SEVERANCE

Notwithstanding subsection 12.03(a), if a Participant performs service in the uniformed services (as defined in Code Section 414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code Section 412. However, the Plan will not distribute such a Participant's account on account of this deemed severance from employment unless (i) the Employer elects in the Adoption Agreement to allow such distributions, and (ii) the

Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution to this Plan (or any other plan of the Employer) during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a Qualified Reservist Distribution), then the other Plan provision will control and the 6-month suspension will not apply.

EXHIBIT F

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PARTICIPATION AGREEMENT

[ ] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

   The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2016.

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

   a. [ ] The adoption of a new plan by the Participating Employer.
   b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Waste Resources Management District and having an original effective date of: November 22, 2007.

3. PREDECESSOR EMPLOYER SERVICE. In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

   a. [X] Eligibility.
   b. [X] Vesting.
   c. [X] Contribution Accrual.
   d. [X] Early Retirement Age.
   e. [X] Normal Retirement Age.

Name of Plan:

County of Riverside Supplemental Contribution Plan

Name of Participating Employer:

Riverside County Waste Resources Management District

Signed: _____

Name: Joseph R. McCann

Title: Asst Chief Engineer

Date: 3/31/16

Participating Employer's EIN: _____

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: MICHAEL T. STOCK

Signed: _____

Name/Title: ASST CEO / HR DIRECTOR

Date: 4/11/2016

Name(s) of Trustee: AIG Federal Savings Bank

Signed: _____

Name/Title: _____

Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

GA#53677.P004

APR 26 2016 3-19

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

Date: APR 26 2016

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors
JOHN J. BENOIT

Date: APR 26 2016

Approved as to Form:

Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

_____

Signed: _____

Name/Title: _____

Date: _____

PARTICIPATION AGREEMENT

[ ] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

   The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2016.

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

   a. [ ] The adoption of a new plan by the Participating Employer.
   b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Flood Control and Water Conservation District and having an original effective date of: November 22, 2007.

3. PREDECESSOR EMPLOYER SERVICE. In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

   a. [X] Eligibility.
   b. [X] Vesting.
   c. [X] Contribution Accrual.
   d. [X] Early Retirement Age.
   e. [X] Normal Retirement Age.

Name of Plan

County of Riverside Supplemental Contribution Plan

Name of Participating Employer:

Riverside County Flood Control and Water Conservation District

Signed: Jeanine J. Rey

Name: Jeanine J. Rey

Title: Finance Director

Date: April 11, 2016

Participating Employer's EIN: 93-1171062

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: MICHAEL T. STOCK

Signed:

Name/Title: ASST CEO / HR DIRECTOR

Date: 4/11/2016

Name(s) of Trustee: AIG Federal Savings Bank

Signed:

Name/Title:

Date:

[Note: Each Participating Employer must execute a separate Participation Agreement.]

APR 26 2016 3-19

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

Date: APR 26 2016

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors
JOHN J. BENOIT

Date: APR 26 2016

Approved as to Form:

Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

Signed: _____

Name/Title: _____

Date: _____

EXHIBIT H

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PARTICIPATION AGREEMENT

[ ] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

   The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: January 1, 2016.

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

   a. [ ] The adoption of a new plan by the Participating Employer.
   b. [X] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: Riverside County Regional Park and Open Space District and having an original effective date of: November 22, 2007.

3. PREDECESSOR EMPLOYER SERVICE. In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

   a. [X] Eligibility.
   b. [X] Vesting.
   c. [X] Contribution Accrual.
   d. [X] Early Retirement Age.
   e. [X] Normal Retirement Age.

Name of Plan

County of Riverside Supplemental Contribution Plan

Name of Participating Employer:

Riverside County Regional Park and Open Space District

Signed: [signature]

Name: Brandc Hunc

Title: Chief - Business Operations

Date: April 1, 2016

Participating Employer's EIN: 1583

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: MICHAEL T. STOCK

Signed: [signature]

Name/Title: ASST CEO / HR DIRECTOR

Date: 4/11/2016

Name(s) of Trustee: AIG Federal Savings Bank

Signed: _____

Name/Title: _____

Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

APR 26 2016 3-19

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

Date: APR 26 2016

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors
JOHN J. BENOIT

Date: APR 26 2016

Approved as to Form:

Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

Name(s) of Trustee: AIG Federal Savings Bank

_____

Signed: _____

Name/Title: _____

Date: _____

VALIC

PPA (Pension Protection Act) and HEART (Heroes Earnings Assistance and Relief Tax Act) and WRERA (Worker, Retiree and Employer Recovery Act) Amendment Explanation

ARTICLE I – PREAMBLE

Section 1.1: Effective date of Amendment.

This section establishes the intent of the Amendment to facilitate plan compliance with recent law changes. It also provides that the Amendment will be effective on various dates as reflected throughout the Amendment.

Section 1.2: Superseding of inconsistent provisions.

This section is a reminder that the Amendment will supersede any provisions of your plan to the extent those provisions are inconsistent with the Amendment.

Section 1.3: Employer's election.

This section clarifies that, unless the Employer elects otherwise in Section 2.2, the Employer is adopting all of the default provisions of the Amendment.

Section 1.4: Construction.

This section clarifies that all references to a "Section" number are references to the sections of the Amendment, not sections of the plan.

Section 1.5: Effect of restatement of Plan.

This section provides that this Amendment will survive any subsequent restatement of the Plan (*i.e.*, if the Plan is restated, the Employer does not need to re-adopt this Amendment). However, any future restatements of the Plan may also incorporate (or change) the provisions of this Amendment under the terms of the restated Plan.

ARTICLE II – ELECTIVE PROVISIONS

This Article provides for elective provisions. If the Plan Sponsor intends to utilize all of the default provisions, these questions should be skipped. **Otherwise,** the Plan Sponsor needs to complete the questions in Section 2.2 though 2.9 in order to override the default provisions.

Section 2.1: Default Provisions.

This section lists the default provisions of the Amendment. These defaults will apply unless alternatives are elected in sections 2.2 through 2.9.

- Non-spousal beneficiary rollovers are allowed effective for distributions made after December 31, 2006.
- Hardship distributions for expenses of a beneficiary are allowed effective as of August 17, 2006.
- The option to permit in-service distributions at age 62 (with respect to amounts attributable to a money purchase pension plan, target benefit plan, or any other defined contribution plan that has received a transfer of assets from a pension plan) is not adopted.
- Qualified Reservist Distributions are not allowed.
- Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.
- Differential wage payments (DWPs) are treated as Compensation for all purposes for all Plan benefit purposes.
- The Plan **does not** permit distribution of elective deferrals to individuals performing qualified military service on account of their **"deemed"** severance of employment.
- Required Minimum Distributions (RMDs) for 2009 shall continue in accordance with the terms of the Participants or Beneficiaries receiving distributions in the form of installment payments (unless such Participant or Beneficiary elects otherwise), but shall be suspended for all other Participants and Beneficiaries.

Sections 2.2 – 2.8 PPA HEART ACT Provisions.

This section should be completed if the Employer wishes to change one or more of the "default" provisions that relate to the PPA HEART and WRERA Act and wishes to apply alternative elections. The Employer should ensure that any elections reflect the actual operation of the Plan.

In lieu of the default provision regarding the allowance of Non-Spousal rollovers as permitted under the PPA HEART Act (the default is to provide for such Non-spousal rollovers), the Plan Sponsor may choose one of the following:

- **Select 2.2a.** to not permit Non-spousal rollovers effective prior to the first day of the 2010 Plan Year.
- **Select 2.2b.** to permit Non-spousal rollovers as of an effective date between January 1, 2007 and December 31, 2009.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT NON-SPOUSAL ROLLOVERS ARE ALLOWED UNDER THE PLAN FOR PLAN YEARS BEGINNING AFTER JANUARY 1, 2007

In lieu of the default provision regarding the Hardship distributions for expenses of Beneficiaries (the default is to allow for these hardship distributions to be effective August 17, 2006), the Plan Sponsor may choose one from the following:

- **Select 2.3a.** to not permit Hardship distributions for beneficiary expenses or
- **Select 2.3.b.** to allow such hardship distributions as of an effective date after August 17, 2006.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT HARDSHIP DISTRIUTIONS FOR BENEFICIARY EXPENSES SHALL BE ALLOWED BEGINNING AFTER AUGUST 17, 2006.

In lieu of the default provision regarding In-service distributions at age 62 on amounts attributed to money purchase pension plan target or any other defined contribution plan that has received a transfer of assets from a pension plan, (the default is to not allow) the Plan Sponsor may choose one from the following:

- **Select 2.4.a.1.** to allow such In-service distributions at age 62 as of an effective date later than January 1, 2007. and
- **Select 2.4.a.2** to apply the same restrictions that apply to other in-service distributions under the plan.
- **Select 2.4.a.3.** to allow such in-service distributions at age 62 with no limitations.
- **Select 2.4.a.4.a.** to all such in-service distributions at age 62 with a minimum distribution amount (not to exceed 1,000.00).
- **Select 2.4.a.4.b** to limit the number of allowable in-service distributions at age 62.
- **Select 2.4.a.4.c** to only allow distributions from fully vested accounts.

- **Select 2.4.a.4.d** to allow such in-service distributions at age 62 with additional restrictions (must be determinable and not subject to discretion).

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT IN-SERVICE DISTRIBUTIONS AT AGE **62** WILL NOT BE ALLOWED.

In lieu of the default provision regarding the Qualified Reservists Distributions (the default is to not allow), the Plan Sponsor may choose the following:

- **Select 2.5.a.** to allow such Qualified Reservists Distributions as of an effective date at the Plan Sponsors discretion (may not be earlier than September 12, 2001).

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT QUALIFIED RESERVISTS DISTRIBUTIONS WILL NOT BE ALLOWED.

In lieu of the default provision regarding Continued benefit accruals pursuant to the HEART Act (the default is to not provide for such benefit accruals), the Plan Sponsor may choose the following:

- **Select 2.6.a.** to allow such benefit accruals where an individual who dies or becomes disabled while performing military service shall be treated as if the participant had resumed employment on the day preceding death or disability and terminated on the actual date of death or disability.
- **Select 2.6.a.1** to provide for continued benefit accruals, as permitted under HEART, effective as of the first day of the 2007 Plan Year.
- **Select 2.6.a.2** to provide for continued benefit accruals, as permitted under HEART, effective as of a date later than the first day of the 2007 plan year (Date must be inserted in blank).

Select 2.6.a.3 to establish a date beyond which the plan will no longer provide for continued benefit accruals, as permitted under HEART (if the Employer had previously elected to provide for such benefit accruals).

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT THE PLAN WILL NOT PROVIDE FOR CONTINUED BENEFIT ACCRUALS.

In lieu of the default provision regarding differential wage payments (the default is to treat these payments as Compensation for all purposes under the Plan, and for this provision to be effective for Plan Years beginning after December 31, 2008), the Plan Sponsor may choose one from the following:

- **Select 2.7b.1**. to include DWPs as Compensation for all purposes as of a date later than the first plan year beginning after December 31, 2008. (Date must be inserted in blank).
- **Select 2.7b.2**. to include DWPs as Compensation **only** for purposes of making Elective Deferrals.
- **Select both 2.7.b.1. and 2**. to include DWPs as Compensation **only** for purposes of making Elective Deferrals, as of a date later than the first Plan Year beginning after December 31, 2008. (Date must be inserted in blank).

The HEART Act provides that any compensation that is paid to individuals on military leave (also known as "differential wage payments" or DWPs) must be generally be treated as "compensation" for plan purposes. **However, subsequent IRS guidance has clarified that although DWPs must be treated as "compensation" for purposes of the limit on annual additions under Code Section 415** (which is the lesser of $49,000 or 100% of compensation); **DWPs *may,* but are *not required to be,* treated as compensation for purposes of allocations or benefits.** Thus, plan sponsors may elect whether to treat DWPs as compensation for purposes of elective deferrals (i.e., whether to allow those in the military to make elective deferrals from DWPs), and (separately) whether to treat DWPs as compensation for purposes of employer contributions (i.e., whether employer matching or profit sharing contributions should be made with respect to DWPs).

The enclosed amendment has been drafted such that the "default" provision is to ***include*** DWPs in compensation **for all purposes** (for both deferrals and employer contributions), and for this provision to be **effective as of the first day of the 2009 plan year. However, by completing Article II and executing the Amendment, you may elect not to include DWPs in compensation for purposes of employer contributions, or you may elect not to include DWPs in compensation (for purposes of employer contributions) until a date later than the first day of the 2009 plan year.** [Note that prior to the HEART Act, DWPs were not considered 415 compensation *unless* the plan document specifically provided for their inclusion in 415 compensation, and because few plans treated DWPs as 415 compensation, few plans treated them as compensation for purposes of deferrals or employer contributions.] **If your plan did not treat DWPs as "compensation" for purposes of employer contributions during the 2009 plan year, you may elect to delay the effective date of that provision until 2011 or later. Alternatively, if you do not wish to include DWPs in compensation (for purposes of employer contributions) going forward, you may elect to treat DWPs as compensation *solely* for purposes of elective deferrals.**

The amendment also clarifies that **not only are the survivors of a Participant who dies while performing qualified military service entitled to any additional benefits that the Participant would have received had the Participant returned to employment before he/she died, but the Plan must also credit the Participant's qualified military service as service for vesting purposes.**

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE DEFAULT PROVISION WILL APPLY, SUCH THAT DWPS SHALL BE TREATED AS COMPENSATION FOR ALL PURPOSES UNDER THE PLAN FOR PLAN YEARS BEGINNING AFTER DECEMBER 31, 2008.

In lieu of the default provision regarding distributions on account of the "deemed" severance from employment of individuals performing qualified military service (the default is that the Plan shall NOT permit such distributions), the Employer may choose one of the following:

- **Select 2.8c.** to **permit** distributions on account of "deemed" severance of employment (as of January 1, 2007).
- **Select 2.8d.** to **permit** distributions on account of "deemed" severance of employment **as of a date later than January 1, 2007**. (Date must be inserted in blank)

The subsequent IRS guidance regarding the HEART Act also clarified that, **although participants on military leave are "deemed" to have severed employment** (for purposes of the withdrawal restrictions applicable to elective deferrals), **such that they may legally take a distribution of their elective deferral accounts, plans are not *required* to allow such distributions.** Therefore, you (the plan sponsor)

may elect to allow such distributions as of January 1, 2007 (or as of a date later than the January 1, 2007 effective date of the rule) by completing Article II of the Amendment and executing the Amendment.

IF NO ELECTION IS MADE IN THIS SECTION OF THE AMENDMENT, THE PLAN WILL NOT PERMIT DISTRIBUTIONS BASED ON "DEEMED" SEVERANCE OF EMPLOYMENT.

Section 2.9 WRERA (RMD Waivers for 2009)

This section should be completed if the Employer wishes to change the default provision in Section 2.1 regarding 2009 Required Minimum Distributions. The default is that 2009 RMDs continued to be made for Participants and Beneficiaries receiving installment payments (unless the Participant or Beneficiary elected otherwise), but were suspended for all other Participants.

In lieu of the default, the Employer may choose one of the following:

- **Select 2.9a.** to indicate that RMDs for 2009 continued for **all** Participants and Beneficiaries **unless** elected otherwise by the Participant or Beneficiary.
- **Select 2.9b.** to indicate that RMDs for 2009 continued for all Participants and Beneficiaries, **but only** those Participants or Beneficiaries receiving installments could elect otherwise.
- **Select 2.9c.** Other: Insert method used for handling RMDs in 2009.

IF NO ELECTION IS MADE IN THIS SECTION, THE PLAN WILL PROVIDE THAT **2009** RMDS WERE CONTINUED FOR THOSE INDIVIDUALS RECEIVING INSTALLMENT PAYMENTS (UNLESS THEY ELECTED OTHERWISE), BUT WERE SUSPENDED FOR ALL OTHERS.

Treatment of 2009 RMDs as eligible rollover distributions

If the Employer does not check options 2.9d. or e., the Plan will provide that Participants were offered a direct rollover option only with respect to amounts that would otherwise have been "eligible rollover distributions" without regard to the 2009 waiver. Thus, **unless the Employer elects options 2.9d. or e.,** the Plan will provide that Participants were not offered a "direct rollover" option for any payment that was part of a series of payments that were scheduled to last for the life or life-expectancy of the Participant, or for a period of more than 10 years, and that they were not offered a direct rollover option for the portion of any other distribution that would have been a 2009 RMD. In lieu of this "default" provision, the Employer may choose one of the following:

- **Select 2.9d.** to indicate that **2009 RMDs and installment payments that included 2009 RMDs were treated** as eligible rollovers.
- **Select 2.9e.** to indicate that **2009 RMDs were** treated as an eligible rollovers, but **only** if they were paid with additional amounts that were eligible for rollover without regard to the 2009 waiver.

IF NO ELECTION IS MADE IN THIS SECTION, THE PLAN WILL PROVIDE THAT A DIRECT ROLLOVER OPTION WAS OFFERED ONLY FOR AMOUNTS THAT WOULD HAVE BEEN "ELIGIBLE ROLLOVER DISTRIBUTIONS" WITHOUT REGARD TO THE **2009** WAIVER.

ARTICLE III – PARTICIPANT DISTRIBUTION NOTIFICATION

Section 3.1: 180 day notification period.

For distribution notices issued in plan years beginning after December 31, 2006, the maximum notice period will be 180 days instead of 90 days.

ARTICLE IV – ROLLOVER OF AFTER-TAX/ROTH AMOUNTS

4.1: Direct Rollover to qualified plan/403(b) plan.

This section of the amendment provides that for taxable years after December 31, 2006, a participant may elect to transfer employee after-tax or Roth contributions by means of a direct rollover to a qualified plan or a 403(b) plan. The recipient plan must agree to separately account for the transferred amounts, including the amount includible in gross income and the amount not includible in gross income.

ARTICLE V – DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

5.1: Non-spouse beneficiary rollover right.

This amendment section provides that for distributions after **December 31, 2009** (and, unless an election to the contrary was made in section 2.2, for distributions after December 31, 2006), a non-spouse beneficiary **may** roll over an eligible rollover distribution to an inherited IRA.

5.2: Certain requirements not applicable.

Section 5.2 clarifies that although section 5.1 permits the rollover of certain distributions to a non-souse beneficiary, such distributions made prior to January 1, 2010 are not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). Further, the distribution is not eligible for a "60-day" rollover.

5.3: Trust beneficiary.

Section 5.3 provides that if the participant's beneficiary is a trust, the plan may make the direct rollover to an IRA on behalf of the trust, provided that the trust satisfies the requirements to be a designated beneficiary.

5.4: Required minimum distributions not eligible for rollover.

This section clarifies that required minimum distributions are not eligible for rollover. However, if the participant dies prior to the required beginning date and the non-spouse beneficiary rolls over the maximum amount eligible for rollover, the beneficiary may elect either the 5-year rule or the life expectancy rule in determining required minimum distributions from the IRA.

ARTICLE VI – DISTRIBUTION BASED ON BENEFICIARY HARDSHIP

6.1: Beneficiary-based distribution.

Unless otherwise elected in Section 2.3, effective August 17, 2006, a participant's hardship event for purposes of the safe harbor provisions of the Treasury regulations **includes an immediate and heavy need of the participant's primary beneficiary that would constitute a hardship event if it occurred with respect to the participant's spouse or dependent**. Such hardship events are limited to educational expenses, funeral expenses and certain medical expenses. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the plan and has an unconditional right to all or a portion of the Participant's account balance under the plan upon the participant's death.

ARTICLE VII – IN-SERVICE PENSION DISTRIBUTIONS

7.1: Age 62 distributions

This section provides for in-service distributions at age 62 for pension plans. Section 7.1 of the amendment provides that, if elected in Section

2.4.a, and beginning on the effective date specified in that section, **if the plan is a money purchase pension plan, a target benefit plan, or any other defined contribution plan that has received a transfer of assets from a pension plan**, a participant who has attained age 62 and who has not separated from employment may elect to receive a distribution of their vested account balance (or, in the case of a transferee plan, of the transferred account balance).

ARTICLE VIII – DIRECT ROLLOVER TO ROTH IRA

8.1: Roth IRA rollover.

For distributions made after December 31, 2007, a participant may elect to roll an eligible rollover distribution directly to a Roth IRA.

ARTICLE IX – DOMESTIC RELATIONS ORDER

9.1: Permissible DROs

Effective April 6, 2007, a domestic relations order that otherwise meets the requirements for a qualified domestic relations order (DRO) will not fail to be a DRO solely because the order is issued after or revises another domestic relations order or DRO, or solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.

9.2: Other DRO requirements apply.

A domestic relations order described in Section 9.1 is subject to the same requirements and protections that apply to all DROs.

ARTICLE X – QUALIFIED RESERVISTS DISTRIBUTION

10.1: 401(k) distribution restrictions.

Section 10.1 provides that if elected in Section 2.5.a, and beginning on the effective date specified in that section, the plan permits a participant to elect a Qualified Reservist Distribution.

10.2: Qualified Reservist Distribution defined.

A Qualified Reservist Distribution is defined as any distribution to an individual ordered or called to active duty after September 11, 2001, if (1) the distribution is from amounts attributable to elective deferrals in a 401(k) plan, (2) the individual was, by reason of being 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, and (3) the plan makes the distribution during the period beginning on the date of such order or call and ending at the close of the active duty period.

ARTICLE XI – HEART ACT PROVISIONS

Section 11.1: Death benefits.

This section clarifies that, **pursuant to the HEART Act, the survivors of a Participant who dies while performing qualified military service are entitled to any additional benefits** (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death, (Thus, for example, if the Plan provides for 100% vesting upon death prior to termination of employment, the Beneficiary of a partially vested Participant who dies while performing military service will be entitled to 100% of the Participant's account balance,) In addition, **the Plan must credit the Participant's qualified military service as service for vesting purposes.**

Section 11.2: Benefit accrual.

This section is intended to **clarify that continued benefit accruals pursuant to HEART are optional. The Employer may elect to provide for such accruals, and may elect the effective date of this provision**, but the Employer is not required to do so (and the default is not to apply the provisions of this section).

If the Employer elects, in Section 2.6, for this provision to apply, then for purposes of benefit accruals, the Plan **shall** treat an individual who dies or becomes disabled while performing qualified military service as if the individual had resumed employment on the day preceding death or disability and terminated employment on the actual date of death or disability.

The Plan will then determine the amount of employee contributions and elective deferrals (of an individual treated as reemployed under this provision) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of (i) the 12-month period of service immediately prior to qualified military service or (ii) the actual length of continuous service with the Employer.

Section 11.3: Differential wage payments (DWPs).

This section clarifies that, for years beginning after December 31, 2008, (i) **an individual receiving a DWP is** treated as an employee of the Employer making the payment, and **(ii)** the DWP **must** be treated as Compensation for purposes of the Code Section 415 limit (and for purpose of plan provisions, such as the determination of HCEs and the minimum top-heavy contribution, that are based on 415 compensation). Unless the Employer elects otherwise (in Section 2.7b), DWPs will be treated as compensation for all plan purposes (including for purposes of allocations or benefits), and the Plan will not be treated as failing to meet the requirements of any of the provisions described in Code Section 414(u)(1)(C) or any corresponding provision of the plan (such as the plan provisions relating to the ADP and ACP tests) by reason of any contribution or benefit that is based on the DWP. In addition, in applying those provisions and/or performing those tests, the Employer may operationally determine whether to take into account any deferrals or matching contributions that are attributable to DWPs. The Employer may elect, in Section 2.7b., to include DWPs as compensation for purposes of allocations or benefits as of a date later than the first plan year beginning after December 31, 2008, to include DWPs' as compensation solely for purposes of making Elective Deferrals, or both.

Section 11.4: Deemed Severance.

This section clarifies that, **for purposes of determining when elective deferrals may legally be distributed to a Participant who has not terminated employment,** an individual is "treated" as having severed employment if the individual is performing qualified military service for a period of more than 30 days However, the Plan is not required to allow distributions to such individuals (and the default is not to allow such distributions). **If the employer elects, in Section 2.8, to allow such distributions, and if a Participant elects a distribution based on his/her "deemed" severance, Elective Deferrals or employee contributions shall be suspended for 6 months beginning on the date of the distribution.**

ARTICLE XII – WAIVER OF 2009 REQUIRED DISTRIBUTIONS

Section 12.1: Continuation of RMDs for Participants or Beneficiaries receiving installment payments (unless otherwise elected by the Participant or Beneficiary); Suspension of RMDs for all other Participants or Beneficiaries.

This section sets forth the "default" provision regarding 2009 RMDs, and applies unless the Employer elects, in Section 2.9, to apply one of the optional provisions. Under the default provision, the Plan continued to make RMDs in 2009 for Participants or Beneficiaries who had previously elected to receive installment payments (unless they elected not to take such distributions), but suspended RMDs for all other participants. The Amendment is designed to reflect the manner in which required minimum distributions ("RMDs") for 2009 were handled by VALIC and your plan (and your plan participants). **If your plan was operated in this manner, you do not need to change the Amendment in any way**. However, if your plan continued to *require* participants (other than those receiving installment payments) to take RMDs for 2009, then you need to check the appropriate option in Article II of the Amendment and execute the Amendment (to reflect how your plan was actually administered). If (during 2009) you continued to require distribution of RMDs to participants who were not taking installment payments, you should also indicate whether you allowed individual participants to elect otherwise (i.e., whether individual participants could elect *not* to take the RMD for 2009).

This section does not apply if Section 2.9a. b., or c. is elected.

Section 12.2: Continuation of RMDs for all Participants or Beneficiaries, unless otherwise elected by the Participant or Beneficiary.

If an election is made under Section 2.9a. to apply this Section 12.2, then the Plan provides that RMDs for 2009 continued for all Participants or Beneficiaries, unless otherwise elected by the Participant or Beneficiary.

Section 12.3: Continuation of RMDs for all Participants or Beneficiaries (unless otherwise elected by Participants or Beneficiaries receiving installment distributions).

If an election is made under Section 2.9b to apply this Section 12.3, then the Plan provides that RMDs for 2009 continued for **all** Participants or Beneficiaries **but only** Participants or Beneficiaries receiving installments had the option to elect otherwise.

Section 12.4: Direct Rollovers

This section provides that, **unless the Employer elects otherwise in Section 12.3,** a direct rollover was offered (during 2009) only for distributions that were eligible rollover distributions without regard to the 2009 waiver of RMDs under Code Section 401(a)(9)(H). Thus, unless the Employer elects otherwise in Section 2.9, the plan will provide that, during 2009, participants were only provided a direct rollover option for distributions (or the portion of a distribution) that was not the 2009 RMD, and that was not part of a series of payments for the life or life expectancy of the Participant (or for a period of more than 10 years).

EMPLOYER SIGNATURE

The Employer must insert the Employer's name, the name of the Plan, execute (sign), and date the Amendment to demonstrate compliance with this legislative update.

AIG VALIC

FINAL 415 REGULATIONS AMENDMENT EXPLANATION

ARTICLE I- – PREAMBLE

Effective date of amendment.

This section indicates that the Amendment is effective for limitation years (i.e., plan years) beginning more than ninety (90) days after the close of the first regular legislative session (of the legislative body with authority to amend the Plan) that begins on or after July 1, 2007, unless you elect, in Section 2.2, to change your Plan's definition of Compensation (for allocation purposes) as of a different date (such as an earlier date, as allowed under the proposed regulations, or a later date, to avoid a possible cutback in benefits). Therefore, if your Plan Year is the calendar year, and if your governing body met during the third quarter of 2007, the Amendment applies to the 2008 plan year.

Superseding of inconsistent provisions.

This section is a reminder that the Amendment will supersede any provisions of your Plan (such as the Plan's definition of "Compensation") to the extent those provisions are inconsistent with the Amendment.

Employer's election.

This section clarifies that, unless the Employer elects otherwise in Section 2.2, the Employer is adopting all of the default provisions of the Amendment.

Construction.

This section clarifies that all references to a "Section" number are references to the sections of the Amendment, not sections of the Plan.

Effect of restatement of Plan.

This section provides that this Amendment will survive any subsequent restatement of the Plan (i.e., if the plan is restated, the Employer does not need to re-adopt this Amendment).

ARTICLE II- – EMPLOYER ELECTIONS

Default Provisions.

This section sets forth the "default" provisions of the Amendment (i.e., the provisions that will apply unless the Employer elects, in Section 2.2, to have different provisions apply). Therefore, unless the Employer elects otherwise, the compensation taken into account under the Plan for purposes of the limit on annual additions (hereinafter referred to as "415 Compensation") will be modified to include certain post-termination pay-outs of unused sick, vacation or other leave and certain post-termination distributions from nonqualified deferred compensation plans, and to exclude salary continuation payments to participants on military leave and salary continuation payments for disabled participants. In addition, unless the Employer elects otherwise, 415 Compensation for a given Plan Year will not include amounts paid in the first few weeks after the end of the Plan Year that were earned during the Plan Year (such as a paycheck on January 2, 2009, for the pay period that ended on December 28, 2008). Finally, unless the Employer elects otherwise, the Plan's definition of "Plan Compensation" (the compensation taken into account for purposes of making or allocating employer contributions) will also be modified to include and exclude the amounts described above (i.e., it will track the Plan's definition of "415 Compensation").

In lieu of default provisions.

In this section, the adopting Employer may change (i.e., override) any of the "default" provisions of the Amendment. The Employer may make separate elections for the Plan's definition of "415 Compensation" (which is used to limit annual additions) and the Plan's definition of "Compensation" (which is used to make and/or allocate employer contributions).

With respect to "**415 Compensation**," the Employer may separately elect to (a) exclude leave cash outs and distributions from nonqualified plans, (b) include salary continuation for participants in the military, (c) include salary continuation payments for all disabled participants for a fixed period, or (d) include amounts paid in the first few weeks after the end of the plan year that were earned during the plan year.

With respect to "**Plan Compensation**," the Employer may separately elect to either (f) keep the Plan's existing definition of Compensation, (g) exclude all post-severance pay (including regular pay, which is now required to be included in 415 Compensation), (h) exclude only post-severance regular pay, (i) exclude leave cash outs and distributions of deferred compensation, (j) include post-severance salary continuation for participants in the military, (k) include post-severance disability continuation payments for all employees for a fixed period, or (l) include or exclude other types of pay. These elections will apply to all types of contributions (Elective Deferrals, Matching Contributions and Non-matching Employer Contributions).

Finally, the Employer may elect to apply the new definition of Plan Compensation as of a special effective date. This may apply, for example, if the employer has already been taking into account certain post-severance compensation, as specifically permitted by the proposed regulations under Section 415, and now wishes to apply the new definition of compensation as of that earlier effective date.

ARTICLE III- FINAL SECTION 415 REGULATIONS

Effective date.

This section reiterates that the changes required by the final regulations under Section 415 apply to limitation years (which are generally the same as the plan year) beginning more than ninety (90) days after the close of the first regular legislative session (of the legislative body with authority to amend the Plan) that begins on or after July 1, 2007 (i.e., 2008 for calendar year plans, if the legislative body met during the third quarter of 2007).

415 Compensation paid after severance from employment.

This section sets forth the new rules under the final 415 regulations that require (or in some cases, allow) the inclusion in "415 Compensation" of certain amounts paid after severance from employment, so long as such amounts are paid by the later of 2 1/2 months after severance from employment, or the last day of the limitation year that includes the date of such severance from employment. **There is one type of post-severance pay ("regular pay") that is now required to be included in 415 Compensation, and four other types of post-severance pay (leave cash outs, deferred compensation, military pay and pay for disabled participants) that are allowed to be included in 415 Compensation, if the plan so provides.**

"**Regular pay**" means amounts that are paid for services performed during the participant's regular working hours (such as commissions or bonuses) or for services performed after the participant's regular working hours (such as overtime or shift differential) or other similar payments, so long as the amounts would have been paid to the participant even if the participant had not terminated employment. Leave cash outs may be included in 415 Compensation (and will be included unless the Employer elects otherwise in Section 2.2) so long as they would have been included in compensation if they were paid prior to termination of employment, and only if the participant would have been able to use the leave if employment had continued. Similarly, amounts that are distributed to a participant from an unfunded nonqualified deferred compensation plan (e.g., a Section 457(f) plan or a for-profit employer's nonqualified deferred compensation plan) may be included in 415 Compensation (and will be included unless the Employer elects otherwise in Section 2.2) so long as such payment would have been paid at the same time if the participant had not terminated employment (i.e., it is not a payment that is triggered by termination of employment). Salary continuation payments for military service participants and salary continuation payments for participants who are permanently and totally disabled may be included in 415 Compensation, but only if the Employer affirmatively elects, in Section 2.2, to include such amounts.

Administrative delay ("the first few weeks") rule.

This section describes the "first few weeks rule," whereby 415 Compensation may include (but only if the Employer affirmatively elects, in Section 2.2, to do so) amounts that are earned during the plan year, but paid in the following plan year, because of the timing of pay periods and/or pay dates. In order to include such amounts, they must be paid in the first few weeks of the next plan year, they must be included uniformly and consistently for all participants, and they must not be included in compensation in more than one plan year.

Inclusion of certain nonqualified deferred compensation amounts.

This section describes one specific type of compensation (amounts that become taxable during the plan year under nonqualified deferred compensation plans because of Section 409A, Section 457(f), or the doctrine of constructive receipt) that must be included in 415 Compensation if the Plan uses the "long-form" definition of compensation under the Section 415 regulations (and not the "safe-harbor" or "simplified" definition of compensation described in the Section 415 regulations). This section includes a reminder that, if the Plan uses either the "W-2 Income" or the "Section 3401 wages" definition of 415 Compensation (or Plan Compensation), then these amounts are already included in the Plan's definition of "compensation."

Definition of annual additions.

This section sets forth the definition of "annual addition" for purposes of the limitation on annual additions to defined contribution plans under Section 415(c). It clarifies that annual additions do not include (1) "restorative payments" (amounts paid to restore losses to the Plan that result from actions by a plan fiduciary which may constitute a breach of fiduciary duty), (2) direct transfers into the Plan from other qualified plans, (3) rollover contributions, (4) repayments of loans to plan participants, or (5) repayments of previously forfeited amounts on behalf of rehired participants. It also clarifies that, in the case of a tax-exempt employer (including a governmental employer), employer contributions may be credited to a

participant's account for a particular plan year only if the contributions are actually made to the plan no later than the 15th day of the tenth calendar month following the end of the calendar year (or fiscal year) with or within which the plan year ends.

Change of limitation year.

This section provides that the limitation year may only be changed by amending the Plan, and that if the Plan is terminated, it will be treated as if it had been amended to change the limitation year to end on the date of termination.

Excess Annual Additions.

This section is a reminder that excess annual additions may no longer be corrected by distributing elective deferrals and/or employee after-tax contributions in accordance with plan provisions providing for such distribution. Instead, excess annual additions must be corrected under the Employee Plans Compliance Resolution System procedures, as (currently) set forth in Revenue Procedure 2006-27.

Aggregation and Disaggregation of Plans.

This section sets forth the special rules for determining which employers must be treated as a "controlled group" of companies (i.e., as a single employer) for purposes of the limitation on annual additions under Section 415, and how mid-year changes in such "controlled group" of employers must be treated.

ARTICLE IV- – PLAN COMPENSATION

Compensation limit.

This section clarifies what compensation may be taken into account, in a Section 401(k) plan, for purposes of making elective deferrals. It provides that elective deferrals may only be made from compensation that is "415 Compensation." However, for purposes of this restriction, 415 Compensation does not have to be limited to the annual compensation limit under Section 401(a)(17) (which is $230,000 for plan years beginning in 2008). Thus, the plan administrator need not cut-off deferrals when a highly compensated participant reaches the annual compensation limit. However, the plan administrator may not allow participants to make elective deferrals from compensation (such as certain amounts paid after severance of employment) that is not 415 Compensation.

Compensation paid after severance from employment.

This section reiterates that the Plan's definition of Compensation (for allocation purposes) will be the same as the Plan's definition of "415 Compensation" unless the Employer elects otherwise in Section 2.2 of the Amendment.

Option to apply Plan Compensation provisions early.

This section provides that the amendments to the Plan's definition of Compensation (for allocation purposes) will also be effective for plan years beginning more than ninety (90) days after the close of the first regular legislative session (of the body with authority to amend the Plan) that begins on or after July 1, 2007 (i.e., 2008 for calendar year plans, if the Employer's legislative body met during the third quarter of 2007) unless the Employer elects a different effective date in Section 2.2.

EMPLOYER SIGNATURE

The Employer must sign the amendment regardless of whether the Employer has chosen to apply the default provisions in Section 2.1 or whether the Employer has elected one or more of the optional provisions in Section 2.2 of the Amendment.

TAX EXEMPT AND GOVERNMENT ENTITIES DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Profit Sharing Plan
FFN: 31558340002-001 Case: 201200204 EIN: 76-0519990
Letter Serial No: J593778a
Date of Submission: 04/04/2012

VALIC RETIREMENT SERVICES COMPANY
2929 ALLEN PARKWAY, L11-40
HOUSTON, TX 77019

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements