Saint Mary's College of California
Tax-Deferred Annuity Plan

January 1, 2009 Restatement
Table of Contents

Article I: Definitions......................................................................................................................................1
Article II: Establishment of Plan................................................................................................................5
Article III: Eligibility for Participation.........................................................................................................5
Article IV: Plan Contributions ......................................................................................................................6
Article V: Funding Vehicles...........................................................................................................................10
Article VI: Loans..........................................................................................................................................12
Article VII: Valuation.....................................................................................................................................13
Article VIII: Benefits ..................................................................................................................................13
Article X: Amendment and Termination........................................................................................................24
Article XI: Miscellaneous.............................................................................................................................24
Article I: Definitions

The following words and phrases when used in the Plan with initial capital letters shall, for the purpose of this Plan, have the meanings set forth below unless the context indicates that other meanings are intended:

1.1 Accumulation Account means the bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Accumulation Account shall be maintained for each Beneficiary. The Accumulation Account includes any account established under Section 7.1(b) for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.2 Administrator means the Institution, as specified in Section 9.1.

1.3 Adoption Agreement means the document executed by the Institution through which it adopts the Plan and thereby agrees to be bound by all the terms and conditions of the Plan.

1.4 Age 50 Catch-up Contribution means Elective Deferrals made to the Plan that are in excess of an “otherwise applicable Plan limit” and that are made by Participants who are age 50 or older by the end of their taxable years. An “otherwise applicable Plan limit” is a limit in the Plan that applies to Elective Deferrals without regard to Catch-up Contributions, such as the limits on Annual Additions, the dollar limitation on Elective Deferrals under Code Section 402(g) (not counting Catch-up Contributions), or any other allowable limit imposed by the Employer. Age 50 Catch-up Contributions for a Participant for a taxable year may not exceed (I) the dollar limit on Age 50 Catch-up Contributions under Code Section 414(v)(2)(B)(i) for the taxable year or (2) when added to other Elective Deferrals, an amount that would enable the Employer to satisfy other statutory or regulatory requirements (e.g., income tax withholding, FICA and FUTA withholding, etc.). The dollar limit on Age 50 Catch-up Contributions in Code Section 414(v)(2)(B)(i) is $1,000 for taxable years beginning in 2002, increasing by $1,000 for each year thereafter up to $5,000 for taxable years beginning in 2006 and later years. After 2006, the $5,000 limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 414(c)(2)(C). Any such adjustments will be in multiples of $500.

1.5 Alternate Payee means any Spouse, former Spouse, child, or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

1.6 Annual Additions means the sum of the following amounts credited to a Participant’s Accumulation Account during the Limitation Year: (a) Plan Contributions; (b) forfeitures, if any; and (c) individual medical account amounts described in Sections 415(l)(2) and 419(d)(2) of the Code, if any.

1.7 Annuity Contract means a nontransferable contract as defined in Section 403(b)(1) of the Code, established for each Participant by the Administrator, or by each Participant individually with the consent of the Administrator, that is issued by an insurance company qualified to issue annuities in the State of California and that includes payment in the form of an annuity.

1.8 Beneficiary(ies) means the individual, institution, trustee, or estate designated by the Participant to receive
1.9 **Board** means the Institution's Board of Trustees.

1.10 **Catch-up Contributions** means Age 50 Catch-up Contributions and the Special Code Section 403(b) Catch-Up Contributions.

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

1.12 **Compensation** means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 4.1 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.13 **Custodial Account** means the group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for each Participant by the Administrator, or by each Participant individually with the consent of the Administrator, to hold assets of the Plan.

1.14 **Date of Employment or Reemployment** means the effective date of the appointment of a faculty member. For all other Employees, the Date of Employment or Reemployment is the first day upon which an employee performs duties for the Institution during the employee's most recent period of service with the Institution.

1.15 **Domestic Relations Order** means any judgment, decree, or order (including approval of a property settlement agreement) that:

(a) relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other dependent of a Participant, and

(b) is made pursuant to state domestic relations law (including applicable community property laws).

1.16 **Effective Date** means the date the Plan or amendment or restatement becomes effective as indicated in the Adoption Agreement.

1.17 **Elective Deferrals** means the contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.18 **Eligible Employer** means any institution of higher education.

1.19 **Employee** means any person employed by the Institution or an employee of any other employer required to be aggregated with such Employer under Sections 414(b), (c), (m) or (o) of the Code and under Regulation 1.414(c)-5. In addition, if applicable, those employers that must be so aggregated shall be determined under the guidance of Internal Revenue Service Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. For purposes of the universal availability requirements of IRC Section 403(b)(12)(A)(ii) and Treasury Regulation 1.403(b)-5(b), Employers required to be aggregated will be determined in accordance with Treasury Regulation 1.403(b)-5(b)(3).
1.20 **Excess Elective Deferrals** means those Elective Deferrals that either:

(a) are made during the Participant's taxable year and exceed the dollar limitation under Code Section 402(g) (increased, if applicable, by the dollar limitation on Age 50 Catch-up Contributions defined in Code Section 414(v) or Special Code Section 403(b) Catch-up Contributions) for such year; or

(b) are made during a calendar year and exceed the dollar limitation under Code Section 402(g) (increased, if applicable, by the dollar limitation on Age 50 Catch-up Contributions defined in Code Section 414(v) or Special Code Section 403(b) Catch-up Contributions) for the Participant's taxable year beginning in such calendar year, counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer.

1.21 **Fund Sponsor** means an insurance, variable annuity or investment company that provides Funding Vehicles, by way of Annuity Contracts or Custodial Accounts, available to Participants under this Plan when authorized by the Institution.

1.22 **Funding Vehicle** means an annuity contract or custodial account that meets the requirements of Code Section 403(b) and is available for investment of Plan Contributions under this Plan and specifically approved by the Institution for use under this Plan as provided in Article V.

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

1.24 **Individual Agreement** means agreements between a Fund Sponsor and a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.25 **Institution** means Saint Mary's College of California.

1.26 **Maximum Deferral Amount** means the maximum contributions permitted under Section 4.6.

1.27 **Normal Retirement Age** means age 65.

1.28 **Participant** means any Employee of the Institution for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.29 **Plan** means the Institution's Tax-Deferred Annuity Plan as set forth in this document.

1.30 **Plan Contributions** means contributions made under this Plan from wages deferred by the Participant.

1.31 **Plan Year** means July 1 through June 30.

1.32 **Qualified Domestic Relations Order** means a Domestic Relations Order meeting the following requirements, as determined by the respective Fund Sponsor(s) under a Participant’s Individual Agreement(s):

(a) A Domestic Relations Order shall be a **Qualified Domestic Relations Order** only if the order
clearly specifies

(1) the name and last known mailing address (if any) of the Participant and the name and
mailing address of each Alternate Payee covered by the order,

(2) the amount or percentage of the Participant's benefits to be paid by the Plan to each such
Alternate Payee, or the manner in which such amount or percentage is to be determined,

(3) the number of payments or period to which such order applies, and

(4) each plan to which such order applies.

(b) Further, a Domestic Relations Order shall be considered a Qualified Domestic Relations Order
only if such order

(1) does not require the Plan to provide any type or form of benefit, or any option not
otherwise provided under the Plan,

(2) does not require the Plan to provide increased benefits, and

(3) does not require benefits to an Alternate Payee that are required to be paid to another
Alternate Payee under another order previously determined to be a Qualified Domestic
Relations Order.

(c) Exception for Certain Payments. A Domestic Relations Order shall not be treated as failing to
meet the requirements above solely because such order requires that payment of benefits be made
to an Alternate Payee

(1) on or after the date on which the Participant attains (or would have attained) the earliest
retirement age as defined in Code Section 414(p)(4)(B).

(2) as if the Participant had retired on the date on which such payment is to begin under such
order, and

(3) in any form in which such benefits may be paid under the Plan to the Participant (other
than in a Qualified Joint and Survivor Annuity) with respect to the Alternate Payee and
their subsequent spouse.

1.33 **Qualified Joint and Survivor Annuity** means an immediate annuity for the life of the Participant with a
survivor annuity for the life of the spouse that is not less than 50 percent (and not more than 100 percent) of
the amount payable during the joint lives of the Participant and the spouse that can be purchased with the
Participant’s vested Accumulation Account. The percentage of the survivor annuity under the Plan shall be
50 percent.

1.34 **Related Employer** means the Employer and any other entity which is under common control with the
Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which
entities are Related Employers based on a reasonable, good faith standard and taking into account the
special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.35 **Special Code Section 403(b) Catch-Up Contributions** means if applicable, Elective Deferrals described in
Plan Section 4.8.
1.36 **Valuation Date** means the date on which a valuation occurs of the assets and liabilities of the Accumulation Account as specified in a Participant’s Individual Agreement.

**Article II: Establishment of Plan**

2.1 **Establishment of Plan.** The Board of Saint Mary's College of California established the Plan as of September 1, 1949.

This plan document sets forth the provisions of this Code Section 403(b) Plan. The Plan was restated as of January 1, 2009. Plan Contributions are invested, at the direction of each Participant, in one or more of the Funding Vehicles available to Participants under the Plan. Plan Contributions shall be held for the exclusive benefit of Participants.

A Code Section 403(b) tax-deferred annuity plan is a plan that provides for a separate account(s) for each Participant that meets the requirements of Code Section 403(b). Benefits are based solely on the amounts of Plan Contributions to the Participant's Accumulation Account(s) and earnings, if any. All benefits under the Plan are fully funded and provided through the Funding Vehicle(s) selected by the Participant. Benefits are not subject to, nor covered by, federal plan termination insurance.

**Article III: Eligibility for Participation**

3.1 **Eligibility.** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf upon completing the steps required by this Article III.

3.2 **Notification.** The Administrator will notify an Employee of the Employee’s right to make an election under Section 4.1 as soon as administratively feasible following the Employee’s Date of Employment or Reemployment. The Administrator will also notify an Employee when he or she has completed the requirements necessary to become a Participant. An Employee who complies with the requirements and becomes a Participant is entitled to the benefits and is bound by all the terms, provisions, and conditions of this Plan, including any amendments that, from time to time, may be adopted, and including the terms, provisions and conditions of any Funding Vehicle(s) to which Plan Contributions for the Participant have been applied.

3.3 **Enrollment in Plan.** To participate in this Plan, an Employee must complete a salary reduction agreement according to Section 4.1 and return it to the Administrator. An Employee who has been notified that he or she is eligible to participate but who fails to return the enrollment forms will be deemed to have waived all of his or her rights under the Plan except the right to enroll at a future date. Each Employee enrolling in the Plan shall provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

3.4 **Termination of Participation.** A Participant will continue to be eligible to participate in the Plan until one of the following conditions occurs:

(a) His or her contributions under the Plan are terminated;

(b) He or she ceases to be an Employee;
Article IV: Plan Contributions

4.1 **Compensation Reduction Election (Deferral Election).** An Employee elects to become a Participant by executing a salary reduction agreement to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing the election with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee’s election.

4.2 **Changes in Deferral Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Fund Sponsor.

4.3 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle in accordance with applicable regulations and not later than 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

4.4 **Plan Contributions Vested.** Plan Contributions are fully and immediately vested and nonforfeitable when such Plan Contributions are made.

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

4.6 **Maximum Deferral Amount.** Except as provided in Sections 4.7 and 4.8, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under section 415(d) of the Code.

4.7 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $5,000 for 2007, and is adjusted for cost-of-living after 2007 to the extent provided under the Code.

4.8 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** Because the
Employer is a qualified organization (within the meaning of Section 1.403(b)-4(c)(3)(ii) of the Treasury Regulations), the applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:

   (1) $15,000, over

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

(c) The excess of:

   (1) $5,000 multiplied by the number of years of service of the employee with the qualified
       organization, over

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

For purposes of this Section 4.8, (i) a year of service means each full year during which an individual is a full-time Employee of an Eligible Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of an Eligible Employer for a part of the year or a part-time Employee of an Eligible Employer, determined according to Treasury Regulation Section 1.403(b)-4(e); and (ii) a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

Catch-up Contributions shall be allocated first to the Special Code Section 403(b) Catch-up Contributions under this Section 4.8 and next as an Age 50 Catch-up Contribution under Section 4.7. Any Elective Deferrals that exceed an otherwise applicable Plan limit will first be applied as Special Code Section 403(b) Catch-up Contributions, with any additional Excess Elective Deferrals being treated as Age 50 Catch-up Contributions, if applicable.

However, in no event can the amount of the Elective Deferrals for a Participant's taxable year be more than the Participant's Compensation for the year.

4.9 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Article IV, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article IV. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of this Section 4.9 only if the other plan is a Section 403(b) plan.

4.10 Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan
that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant adjusted to reflect any credited investment experience up to the date of distribution, no later than April 15 of the following calendar year.

4.11 Protection of Persons in Uniformed Service. An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Section 414(u) of the Code, this right must be exercised within five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.12 Transfer of Funds from Another Plan (Fund-to-Fund Transfer).

(a) With the consent of the Administrator and a Fund Sponsor, the Plan may receive contributions that are transferred directly from any other plan described in section 403(b) of the Code, whether such plans are funded through a trustee arrangement or through an Annuity Contract, if such contributions are attributable only to employer and employee contributions and the earnings thereon and the funds are accompanied by instructions showing the respective amounts attributable to employer and employee contributions. Such funds and the accumulation generated from them shall always be fully vested and nonforfeitable. Whether any particular transfer may be accepted by the Plan, and the procedures for the receipt of such transfers by the Plan, will be determined by the requirements of Treasury Regulation 1.411(d)-4, Q&A-3, Treasury Regulation 1.403(b)-10( b)(3), and other rules promulgated by the Internal Revenue Service. The Administrator and any Fund Sponsor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to them. The Administrator or any Fund Sponsor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation 403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies the requirements of Code Section 403(b).

(b) The amount so transferred shall be credited to the Participant's Accumulation Account and separately accounted for, and the Participant whose assets are being transferred must have an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant immediately before the transfer.

(c) To the extent any amount transferred is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan. The transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 4.3.

4.13 Acceptance of Rollover Contributions.

(a) Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from:

(1) A qualified plan described in Section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
(2) A qualified tax sheltered annuity plan described in Section 403(b) of the Code.

(3) 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.

(b) **Participant Rollover Contributions from Other Plans.** The Plan will accept, within 60 days of the receipt of the distribution, a Participant contribution of an eligible rollover distribution from:

(1) A qualified plan described in Section 401(a) or 403(a) of the Code.

(2) A tax sheltered annuity plan described in Section 403(b) of the Code.

(3) 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.

(c) **Participant Rollover Contributions from IRAs.** The Plan will accept, within 60 days of the receipt of the distribution, a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

(d) **Withdrawals of Rollover Contributions.** To the extent permitted by the Funding Vehicle, a Participant may receive a cash withdrawal of any rollover contribution made on or after January 1, 2002. Withdrawals may be received while the Participant is employed by the Institution. To the extent the Plan is subject to ERISA, this right will be subject to the spouse’s rights to survivor benefits.

4.14 **Maximum Plan Contributions.** Notwithstanding anything contained in this Plan to the contrary, the total Annual Additions made for any Participant for any year will not exceed the amount permitted under Section 415 of the Code. The limitations of Code Section 415 are hereby incorporated by reference.

For the purpose of calculating the limits of Code Section 415, compensation means a Participant's earned income, wages, salaries, and fees for professional services and other amounts received for personal services actually rendered in the course of employment with the employer maintaining the plan and excluding the following: (a) employer contributions to a plan of deferred compensation that are not includible in the Employee's gross income for the taxable year in which contributed, or employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the Employee, or any distributions from a plan of deferred compensation; and (b) any other amount that received special tax benefits, or contributions made by the employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the Employee). For years beginning after December 31, 1997, compensation shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount which is contributed or deferred by the Institution at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Section 125, 132(f)(4) or 457.

To the extent permitted by Code Section 415 and the regulations promulgated thereunder, if the Annual Additions exceed the Section 415 limitations, the excess amounts will be disposed of as follows: (a) any Participant Plan Contributions (plus any gain attributable to the excess), to the extent they would reduce the excess amount, will be returned to the Participant; and to the extent necessary, (b) if, after the application of
(a) an excess still exists, the excess will be held unallocated in a suspense account and will be applied to reduce Institution Plan Contributions in succeeding Limitation Years.

If the limitations are exceeded because the Participant is also participating in another Plan required to be aggregated with this Plan under Code Section 415, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the Institution in a manner as to maximize the aggregate benefits payable to the Participant from all plans. If the reduction is under this Plan, the Institution will advise affected Participants of any additional limitation on their annual contributions required by this paragraph.

The amount of Plan Contributions will also be subject to the limitations on wage deferrals described in Section 4.6.

Article V: Funding Vehicles

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

5.2 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Accumulation Account among the investment options available under the Annuity Contracts or Custodial Accounts in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Treasury Regulations. A Fund Sponsor may permit, in a uniform and nondiscriminatory manner, a Beneficiary of a deceased Participant or the Alternate Payee under a Qualified Domestic Relations Order to individually direct investments

5.3 Current and Former Fund Sponsors. The Administrator shall maintain a list of all approved Fund Sponsors under the Plan. Such list is hereby incorporated as part of the Plan. Each Fund Sponsor and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Fund Sponsor which is not approved to receive Elective Deferrals under the Plan (including a Fund Sponsor which has ceased to be a Fund Sponsor eligible to receive Elective Deferrals under the Plan and a Fund Sponsor holding assets under the Plan in accordance with Section 4.12), the Institution shall keep the Fund Sponsor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

5.4 Selection of Fund Sponsors and Funding Vehicles.

(a) Each Participant or Beneficiary shall select one or more Fund Sponsors to provide the Funding Vehicle(s) for his or her Accumulation Account, subject to the consent of the Administrator, and shall execute an Individual Agreement with the Fund Sponsor(s). A Fund Sponsor may be permitted to offer one or more Funding Vehicles. As indicated in the definition of Funding Vehicle, the Funding Vehicles offered by a Fund Sponsor may be either Annuity Contracts or
Custodial Accounts, or both.

(b) Each Funding Vehicle offered by a Fund Sponsor may provide a range of investment options. The Administrator shall determine the investment options that will be available under a Funding Vehicle. The Administrator may alter the investment options available under a Funding Vehicle subject to the Individual Agreement. Participants must be notified of any alterations to investment options available under the Funding Vehicles.

(c) The Administrator may, for the benefit of Participants and Beneficiaries, change the Fund Sponsors or Funding Vehicles available pursuant to the Plan for future allocations to the extent permitted by the Individual Agreements. The Administrator must notify affected Participants regarding any such change.

(d) Funding Vehicles shall be made available for the sole purpose of providing benefits under this Plan in accordance with Code Section 403(b) and any other laws relating thereto. Documents establishing such Funding Vehicles and Individual Agreements shall be consistent with the terms of the Plan.

5.5 Election Among Investment Options.

(a) A Participant may select the investment options and/or Funding Vehicles of one or more Fund Sponsors to receive contributions under the Plan made on their behalf and may change the Fund Sponsor or Fund Sponsors who are to receive those contributions, but only pursuant to rules established by and agreed to by the affected Fund Sponsors. Each Participant shall complete an application form or use another method of application made available by the Fund Sponsor or Fund Sponsors in order for one or more Funding Vehicles to be issued or utilized on their behalf under the Plan.

(b) Participants or Beneficiaries may change the investment of their Accumulation Account among the Funding Vehicles issued by Fund Sponsors authorized under the Plan provided that (i) such Fund Sponsor may accept new Plan Contributions, (ii) such transfers are permissible under the restrictions of the relevant Individual Agreements, and (iii) such transfers are consistent with any procedures and rules which may be established by the Fund Sponsor(s), including any rules or procedures with respect to sharing of information necessary for plan compliance under the Code and Treasury Regulations thereunder.

5.6 Allocation of Contributions. A Participant may allocate Plan Contributions to the Funding Vehicle(s) in any whole-number percentages that equal 100 percent. A Participant may change his or her allocation of future contributions to the Funding Vehicle(s) at any time in accordance with the procedures established by the Administrator and the Fund Sponsor.

5.7 Information Sharing. If any Fund Sponsor ceases to be eligible to receive contributions under the Plan after December 31, 2008, the Institution will enter into an information sharing agreement with the former Fund Sponsor to the extent another agreement with the Fund Sponsor does not provide for the exchange of information, as required by the Code and Treasury Regulations thereunder.

5.8 Addition or Deletion of Fund Sponsors and Funding Vehicles. The Institution's current approval of Fund Sponsor and Funding Vehicles is not intended to limit future additions or deletions of Fund Sponsors and Funding Vehicles.
Article VI: Loans

6.1 Loans. A Participant may receive a loan from the Funding Vehicles authorized by the Administrator for use under the Plan. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. Loans must be adequately secured and bear a reasonable interest rate.

6.2 Administration and Information Coordination Concerning Loans.

(a) The loan program will be administered in accordance with specific rules that are documented either in writing, under the Individual Agreements, if applicable, the Plan's loan policy or in such other format as permitted by the Internal Revenue Service. Such rules shall include, at a minimum, the following (1) the identity of the person or positions authorized to administer the Participant loan program; (2) the 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; (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 in the event of such default.

(b) Each Fund Sponsor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. The Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.3, including the collection of information from Fund Sponsors, and transmission of information requested by any Fund Sponsor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Fund Sponsors, and transmission of information to any Fund Sponsor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

6.3 Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant’s vested Accumulation Account (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 6.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant’s vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

6.4 Account as Security for Loans. In the event of default, foreclosure on the Participant's Accumulation, if applicable, or the note and attachment of security, if applicable, will not occur until a distributable event occurs in the Plan. Notwithstanding any other provisions of this Plan, the portion of the Participant's Accumulation Account used as a security interest held by the Plan by reason of a loan outstanding to the
Participant shall be taken into account for purposes of determining the amount of the Accumulation Account payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

6.5 **Loan Repayment Schedule Subject to USERRA.** Loan repayments will be suspended during periods of active military service under the Plan as permitted under Code Section 414(u)(4) (USERRA).

**Article VII. Valuation**

7.1 **Valuation and Accumulation Accounts**

(a) The Participants' Accumulation Accounts will be valued on each Valuation Date at fair market value.

(b) Each Fund Sponsor shall establish and maintain an Accumulation Account in the name of each Participant to reflect the total value of their interest in the Funding Vehicle. Each Accumulation Account established hereunder shall consist of such subaccounts as may be needed for each Participant, including appropriate subaccounts to reflect a Participant's rollover contributions, transfer contributions, pre-tax elective deferrals, pre-1987 contributions exempt from the distribution rules described in Code Section 401(a)(9), and pre-1989 Elective Deferrals in an annuity contract. The Fund Sponsor may establish additional accounts as it may deem necessary for the proper administration of the Plan. Also, separate accounts will be established whenever specified in the Plan or required by regulations under Code Section 403(b), including for Excess Annual Additions.

**Article VIII: Benefits**

8.1 **Retirement Benefits.** Eligibility for benefits upon retirement will be determined by the Fund Sponsors according to the Individual Agreements. Unless modified by the terms of the Individual Agreements, the Participant may elect (either in writing or in any other form permitted under rules promulgated by the Internal Revenue Service) that the Participant's Accumulation Account be paid to the Participant in one or more of the following forms of payment: (1) in a lump sum, (2) in a partial payment, (3) in installment payments over a period not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and the Participant's Designated Beneficiary, or (4) applied to the purchase of an annuity contract (if assets are held in a custodial account) or converted to an income option (if assets are held in an annuity contract). Any income option available to Participants under the Individual Agreements will be permitted under this Plan.

8.2 **Benefit Distributions At Severance from Employment or Other Distribution Event.**

(a) Subject to the applicable Individual Agreements and except as permitted under Section 4.10 (relating to Excess Elective Deferrals), Section 4.13(d) (relating to withdrawals of amounts rolled over into the Plan), Section 8.9 (relating to hardship withdrawals), or Article 10 (relating to termination of the Plan), a Participant's Accumulation Account shall be distributable upon (1) the Participant's Severance from Employment, (2) the Participant becoming Disabled, (3) the Participant's attainment of age 59½, or (4) the death of the Participant. If a Participant who is entitled to a distribution is not legally competent to request or consent to a distribution, the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney,
or any other individual or entity authorized under state law to act on behalf of the Participant, may request and accept a distribution of the Participant's Accumulation Account under this Plan Section 8.2(a). For purposes of this section, the meaning of the term “Disabled” is determined by the definition of disability provided in the applicable Individual Agreement.

(b) Notwithstanding the provisions in Plan Section 8.2(a) above, the portion of a Participant's Accumulation Account attributable to Elective Deferrals (including earnings thereon) in annuity contracts as of the close of the taxable year beginning before December 31, 1988, shall be distributable at any time to the extent permitted in the Prior Plan, the annuity contract, and the Internal Revenue Code. Notwithstanding the foregoing, amounts transferred from a Custodial Account to an Annuity Contract must retain the more stringent withdrawal restrictions applicable under the Custodial Account and may not be distributable in accordance with this paragraph.

(c) None of the prior provision of this Plan Section 8.2 shall prevent distribution in the case of correction of Excess Elective Deferrals (see Treasury Regulation 10403(b)-4(f)) or plan termination (see Treasury Regulation 1.403(b)-1(d(a)).

8.3 Application for Benefits. Procedures for receipt of benefits are initiated by writing directly to the Fund Sponsor. Benefits will be payable by the Fund Sponsor upon receipt of a satisfactorily completed application for benefits and supporting documents. The necessary forms will be provided to the Participant, the surviving spouse, or the Beneficiary(ies) by the Fund Sponsor.

8.4 Small Accumulation Accounts. The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Accumulation Account does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 4.13) and any such distribution shall comply with the requirements of Section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

8.5 In-Service Distributions From Rollover Account. If a Participant has a separate account attributable to rollover contributions to the plan, and to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

8.6 Minimum Distribution Requirements. The provisions of this Section 8.6 will apply for purposes of determining required minimum distributions for calendar years beginning January 1, 2003. The requirements of this section shall apply to any distribution of a Participant's vested Accumulation Account(s) and will take precedence over any inconsistent provisions of this Plan. Distributions in all cases will be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder.

(a) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant’s entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(2) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

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(A) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall 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 ½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) 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 shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) 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 (a)(2), other than subsection (a)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of subsections (a)(2) and (d), unless subsection (a)(2)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (a)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (a)(2)(A). 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 subsection (a)(2)(A), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of Distribution.** 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 shall be made in accordance with subsections (b) and (c) 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 Code Section 401(a)(9) and the Treasury Regulations.

(b) **Required Minimum Distributions During Participant's Lifetime.**

(1) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's Accumulation Account by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated Beneficiary for the distribution calendar year

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is the Participant's spouse, the quotient obtained by dividing the Participant's Accumulation Account by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime Required Minimum Distribution Through Year of Participant's Death.**

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

(c) **Required Minimum Distributions After Participant's Death.**

(1) **Death On or After Date Distributions Begin.**

(A) **Participant Survived by Designated Beneficiary.** 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 Accumulation Account 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.

(B) **No Designated Beneficiary.** 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 shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Accumulation Account 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.
(2) **Death Before Date Distributions Begin**

(A) **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Accumulation Account by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 8.6(c).

(B) **No Designated Beneficiary.** 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 shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) **Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin.** 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 subsection (a)(2)(A), this subsection (c)(2) shall apply as if the surviving spouse were the Participant.

(d) **Definitions**

(1) **Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-1, Q&A-4.

(2) **Distribution calendar year.** 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 (a)(2). The required minimum distribution for the Participant's first distribution calendar year shall 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.** Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.

(4) **Participant's Accumulation Account.** The Participant's Accumulation Account 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 Participant's Accumulation Account 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 Participant's Accumulation Account 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.** The Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 70 ½ or if later, April 1 following the calendar year in which the Participant retires.

(e) **Election to Allow Participants, Former Participants or Beneficiaries to Adopt 5-Year Rule.** Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in subsections (a)(2) and (c)(2) 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 subsection (a)(2), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with subsection (a)(2) and (c)(2).

8.7 **Commencement of Benefits.** Unless the Participant elects otherwise, distribution of benefits will begin no later than the 60th day after the latest of the close of the Plan Year in which:

(a) the Participant attains age 65 (or Normal Retirement Age, if earlier);

(b) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan; or,

(c) the Participant terminates service with the Institution.

Notwithstanding the foregoing, the failure of a Participant and spouse to consent to a distribution while a benefit is immediately distributable shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section.

A Participant who elects to defer receipt of benefits may not do so to the extent that he or she is creating a death benefit that is more than incidental.

8.8 **Direct Rollovers.** A distributee who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution from the Plan that is equal to at least $500 paid directly to an eligible retirement plan specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a Domestic Relations Order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code). Each Fund Sponsor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

For this section, the following definitions apply:

(a) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance of the Accumulation Account, 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 years or more; any distribution to the extent such distribution is a minimum distribution required under Code Section 401(a)(9); the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and, for any distributions after December 31, 1999, any hardship distributions described in Code Section 401(k)(2)(b)(i)(iv).

(b) **Eligible retirement plan**: An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in section 408(b) of the Code, a tax-sheltered annuity plan described in Code Section 403(b), a qualified retirement plan described in Section 401(a) or Section 403(a) of the Code, or 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) that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(c) **Distributee**: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(d) **Direct rollover**: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

8.9 **Hardship Withdrawals**.

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. In any event, hardship withdrawals shall be approved only if the Fund Sponsor determines that the Participant has an immediate and heavy financial need and the distribution is necessary to satisfy the need. Subject to the Individual Agreements, the following shall apply:

(1) The following are deemed to be immediate and heavy financial needs of the Participant: (a) medical expenses described in Code Section 213(d) incurred by the Participant, his spouse or his dependents, or necessary for these persons to obtain such medical care; (b) purchase (excluding mortgage payments) of a principal residence for the Participant; (c) payment of tuition and related education fees and room and board expenses for the next 12 months of post-secondary education for the Participant, his spouse, his children or his dependents; (d) the payment of amounts necessary to prevent the eviction of the Participant from his principal residence or the foreclosure on the mortgage of his principal residence; or (e) such other circumstances as may be specified in Regulation Section 1.401(k)-1(d)(2)(iii)(B) or subsequent promulgations.

(2) A distribution will be treated as necessary to satisfy a financial need if the Employee reasonably represents that the need cannot be relieved: (a) through reimbursement or
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compensation by insurance or otherwise; (b) by reasonable liquidation of the Employee’s assets (or the assets of a spouse or child available to the Employee) to the extent the liquidation would not cause hardship; (c) by other distributions or nontaxable loans from the plans of the Institution or by borrowing from commercial sources on reasonable terms, or (d) by cessation of Plan Contributions.

(3) Notwithstanding the above, hardship distributions will be deemed to be necessary to satisfy an immediate and heavy financial need of the Participant if all of the following are satisfied: (a) the distribution does not exceed the amount of the applicable need under subparagraph (ii) of this section; (b) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under the Plan and any other deferred compensation plan maintained by the Institution; (c) the Plan Contributions under the Plan, and the Participant’s elective and employee contributions under any other deferred compensation plan maintained by the Institution, are suspended for twelve (12) months after receipt of the hardship distribution; and (d) the maximum amount of Plan Contributions under the Plan, together with elective contributions under any other plan maintained by the Institution, for the Participant’s taxable year immediately following the taxable year of the hardship distribution, do not exceed the applicable limit under Code Section 402(g) for such a year less the amount of the Plan Contributions and elective contributions to such plans for the taxable year of such hardship distribution; and/or (e) such additional or alternative requirements as may be prescribed in Regulation Section 1.401(k)-1(d)(2)(iii)(B) or subsequent promulgations.

(b) The Individual Agreements shall provide for the exchange of information among the Administrator and the Fund Sponsors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant’s financial need (pursuant to Section 1.401(k)-1(d)(3)(iv)(E) of the Treasury Regulations), the Fund Sponsor notifying the Administrator of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Treasury Regulations), the Fund Sponsor shall obtain information from the Administrator or other Fund Sponsors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

8.10 **Qualified Reservist Distributions.** To the extent permitted by the Individual Agreements, Participants may take penalty-free qualified reservist distributions from the Plan. A qualified reservist distribution means any distribution to a Participant if (1) such distribution is made from Elective Deferrals, (2) such Participant was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period. The Participant must have been ordered or called to active duty after September 11, 2001. Unless otherwise specified on Schedule C, Special Effective Dates, this Section 8.10 applies to distributions after September 11, 2001.

8.11 **Distributions Upon the Death of a Participant**

(a) **Designation of Beneficiary.** Each Participant (or the Participant's surviving Spouse) may designate, upon a form provided by the Administrator or Fund Sponsor and approved by and delivered to an the respective Fund Sponsor, one or more primary and contingent Beneficiaries to receive all or a specified portion of the Participant's Accumulation Account in the event of his or her death. A Participant may change or revoke such Beneficiary designation by completing and
delivering the proper form to the Fund Sponsor with a copy to the Administrator. If the Participant designates a Spouse Beneficiary and the individual later ceases to be a Spouse, such designation of the individual who becomes an ex-Spouse (other than by death) will be deemed void and the ex-Spouse shall have no rights as a Beneficiary unless redesignated as a Beneficiary by the Participant subsequent to becoming an ex-Spouse. In the event that a Participant fails to designate a Beneficiary, the rights of Beneficiaries will be determined under the Individual Agreements, to the extent applicable.

(b) Payment to Beneficiary. Subject to the Individual Agreements, if a Participant dies before the Participant's entire Accumulation Account has been paid, such deceased Participant's Accumulation Account shall be payable to any surviving Beneficiary designated by the Participant, or, if no Beneficiary survives the Participant, 50% to the Participant's Spouse and 50% to the Participant's estate or, where no Spouse exists, to the Participant's estate, unless otherwise set forth in the Individual Agreement. If the Beneficiary is a minor, distribution will be deemed to have been made to such Beneficiary if the portion of the Participant's Accumulation Account to which the Beneficiary is entitled is paid to his or her legal guardian or, if applicable, to their custodian under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act. If a Beneficiary is not a minor but is not legally competent to request or consent to a distribution, distributions will be deemed to have been made to such Beneficiary if the portion of the Participant's Accumulation Account to which the Beneficiary is entitled is paid to the Participant's court-appointed guardian, an attorney in fact acting under a valid power of attorney, or any other individual or entity authorized under state law to act on behalf of the Beneficiary.

(c) Application for Benefits. A Beneficiary of a deceased Participant entitled to a distribution who wishes to receive a distribution must submit a written application as provided in Section 8.3.

8.12 Form of Distribution to Beneficiaries.

(a) If the value of the Vested portion of a Participant’s Accumulation Account does not exceed $5,000, the value of the Vested portion of a Participant's Accumulation Account may be made to the Beneficiary as permitted by the Individual Agreements. The value of the Participant's vested Accumulation Account for purposes of this paragraph shall be determined by including rollover contributions (and earnings allocable thereto) within the meaning of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16).

(b) If the value of a Participant's Accumulation Account exceeds $5,000, the Beneficiary may, subject to the requirements of Section 8.6 concerning Required Minimum Distributions, request (either in writing or in any other form permitted under rules promulgated by the Internal Revenue Service) that the Participant's Accumulation Account be paid in any form of distribution permitted to be taken by the Participant under this Plan and the Individual Agreements other than applying the Accumulation Account toward the purchase of an annuity contract. Notwithstanding the foregoing, installment payments to a Beneficiary cannot be made over a period exceeding the life expectancy of such Beneficiary.

8.13 Tax Withholding Information. A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

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

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

Article IX: Administration

9.1 Administrator. The Institution, located at 1928 St. Mary's Road, Moraga, CA 94556, is the Administrator of this Plan and has designated the Human Resources Office to be responsible for enrolling Participants, transmitting Plan Contributions for each Participant to the Fund Sponsors, and for performing other duties required for the operation of the Plan.

9.2 Authority of the Institution.

(a) This Plan is a “church plan” within the meaning of Sections 403(b)(1)(D) and 414(e)(3)(A) of the Code and Section 3(33) (C)(i) of ERISA (29 U.S.C. Section 1002(33)(C)(i)) and is exempt under the requirements of Title I of ERISA according to Section 4(b)(2) of ERISA (29 U.S.C. Section 1003(b)(2)). It is intended that this Plan will not be subject to the requirements of ERISA under Department of Labor Regulation Section 2510.3-2(f). This Tax-Deferred Annuity Plan and the related Adoption Agreement that are portions of the Plan are designed to comply with a safe harbor described in Labor Regulation 2510.3-2(f) as clarified by the Employee Benefits Security Administration Field Assistance Bulletin (FAB) 2007-02 (and additional related Department of Labor guidance), and to therefore not be covered by ERISA. Accordingly, the activities of the Employer with respect to implementation of the Plan are intended to be limited to ministerial and administrative activities permitted by that regulation, as clarified by FAB 2007-02. The authority to make most discretionary determinations under the terms of this Plan and the Individual Agreements resides with the Fund Sponsors.

(b) The powers and duties required under this Plan are dependent upon the role each entity has in the administration of the Plan, as those entities are defined in this Tax-Deferred Annuity Plan and are further described below.

(i) Powers and Duties of the Administrator. The Administrator shall perform ministerial and administrative functions that are allocated to it under the terms of the Plan (or Individual Agreements, as applicable) or otherwise necessary for operation of the Plan. As described above and in the Employer Information section of the Adoption Agreement, the Plan is designed to comply with a safe harbor described in Labor Regulation 2510.3-2(f) as clarified by Employee Benefits Security Administration Field Assistance Bulletin 2007-02 (and additional related Department of Labor guidance), and to therefore not be covered by ERISA. Accordingly, the Administrator’s activities with respect to the Plan...
shall be limited as provided in such guidance.

(ii) **Powers and Duties of the Fund Sponsors.** The Fund Sponsors will be the parties assuming the plan administration responsibilities as assigned under the agreement between the Fund Sponsors and the Employer. To the extent there is no such agreement, the Administrator will perform those responsibilities. However, the Administrator will limit its duties in accordance with the safe harbor described in Labor Regulation 2510.3-2(f) as clarified by the Employee Benefits Security Administration Field Assistance Bulletin (FAB) 2007-02 (and additional related Department of Labor guidance).

9.3 **Action of the Institution.** Any act authorized, permitted, or required to be taken by the Institution under the Plan, which has not been delegated in accordance with Section 9.2, may be taken by a majority of the members of the Board, either by vote at a meeting, or in writing without a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Institution under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (ii) a person who becomes authorized to act for the Institution in accordance with the provisions of Section 9.2. Any action taken by the Institution that is authorized, permitted, or required under the Plan and is in accordance with Funding Vehicles’ contractual obligations are final and binding upon the Institution, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the Institution. Any delegation will be set forth in writing.

9.4 **Expenses and Compensation.** All reasonable expenses of administration, including, but not limited to, those involved in retaining necessary professional assistance, may be paid from the assets of the Funding Vehicles, subject to the Individual Agreements. Alternatively, the Institution may, in its discretion, pay any or all such expenses. Pursuant to uniform and nondiscriminatory rules that the Administrator may establish from time to time, and subject to the Individual Agreements, administrative expenses and expenses unique to a particular Participant or group of Participants may be charged to the Accumulation Account of such Participant or may be assessed against terminated Participants even if not assessed against active Participants, or the Administrator may allow Participants to pay such fees outside of the Plan.

9.5 **Disputes.** In the case of a dispute between a Participant, Beneficiary, Alternate Payee or other person claiming a right or entitlement pursuant to the Plan and the Employer, the Administrator, the Fund Sponsor, or other person relating to or arising from the Plan, venue in the United States District Court for the Northern District of California will apply for purposes of resolving such dispute.

9.6 **Indemnification.** The Institution will satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority or responsibility of the Institution is delegated pursuant to Section 9.2 (other than the Fund Sponsors). These liabilities include expenses, attorney’s fees, judgments, fines and amounts paid in connection with any threatened, pending or completed action, suit or proceeding related to the exercise (or failure to exercise) of this authority. This is in addition to whatever rights of indemnification exist under the articles of incorporation, regulations or by-laws of the Institution, under any provision of law, or under any other agreement.

9.7 **No Reversion.** Subject to Section 9.4, Plan Contributions of the Institution will not revert to, be paid to, or inure to the benefit of, directly or indirectly, the Institution. However, if Plan Contributions are made by the Institution by mistake of fact, these amounts may be returned to the Institution within one year of the date that they were made.

9.8 **Statements.** The Institution will determine the total amount of contributions to be made for each Participant from time to time on the basis of its records and in accordance with the provisions of this Article. When
each contribution payment is made by the Institution, the Institution will prepare a statement showing the name of each Participant and the portion of the payment that is made for him or her, and will deliver the statement to the appropriate Fund Sponsors with the contributions payment. Any determination by the Institution, evidenced by a statement delivered to the Fund Sponsors, will be final and binding on all Participants, their Beneficiaries or contingent annuitants, or any other person or persons claiming an interest in or derived from the contribution's payment.

9.9 **Reporting.** Records for each Participant under this Plan are maintained on the basis of the Plan Year. At least once a year the Fund Sponsors will send each Participant a report summarizing the status of his or her Accumulation Account(s) as of December 31. Similar reports or illustrations may be obtained by a Participant upon termination of employment or at any other time by writing directly to the Fund Sponsors.

9.10 **Calendar Year Election.** For purposes of determining the highly compensated employees for the Plan Year, the Institution may make a calendar year election in accordance with the provisions of the Code and regulations issued thereunder.

**Article X: Amendment and Termination**

10.1 **Amendment and Termination.**

(a) **Right to Amend, Modify or Terminate Plan.** While it is expected that this Plan will continue indefinitely, the Institution reserves the right to amend, otherwise modify, or terminate the Plan, or to discontinue any further contributions or payments under the Plan, by resolution of its Board. In the event of a termination of the Plan or complete discontinuance of Plan Contributions, the Institution will notify all Participants of the termination. As of the date of complete or partial termination, all Accumulation Accounts will become nonforfeitable to the extent that benefits are accrued.

(b) Limitation On Power To Amend. No amendment to the Plan shall be effective to the extent that it has the effect of decreasing a Participant's accumulated benefit. For purposes of this paragraph, a Plan amendment which has the effect of decreasing a Participant's Accumulation Account with respect to benefits attributable to service before the amendment shall be treated as reducing an accumulated benefit.

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

**Article XI: Miscellaneous**

11.1 **Plan Not a Commitment to Future Employment.** Nothing in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment or rate of compensation with the Institution for any period, and all employees of the Institution will remain subject to discharge to the same extent as if the Plan had never been put into effect.
11.2 **Claims of Other Persons.** The provisions of the Plan will not be construed as giving any Participant or any other persons, firm or corporation, any legal or equitable right against the Institution, its officers, employees, or directors, except the rights as specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

11.3 **Merger, Consolidation, or Transfers of Plan Assets.** In the event of a merger or consolidation with, or transfer of assets to, another plan, each Participant will receive immediately after such action a benefit under the plan that is equal to or greater than the benefit he or she would have received immediately before a merger, consolidation, or transfer of assets or liabilities.

11.4 **Non-Alienation of Retirement Rights or Benefits.** Except as provided in Section 11.5 and 11.6, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

11.5 **Qualified Domestic Relation Orders.** Notwithstanding Section 11.4, if a judgment, decree or order (including approval of a property settlement agreement) that satisfies the requirements for a Qualified Domestic Relations Order, then the amount of the Participant’s Accumulation Account shall be paid in the manner and to the person or persons so directed in the Domestic Relations Order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Fund Sponsors shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

11.6 **IRS Levy.** Notwithstanding Section 11.4, Fund Sponsors may pay from a Participant's or Beneficiary's Accumulation Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

11.7 **Incorporation of Individual Agreements.** The Plan, together with the Individual Agreements and Adoption Agreement, is intended to satisfy the requirements of Section 403(b) of the Code and the Treasury Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Section 403(b) of the Code.

11.8 **Conflicts Between Document Terms.** In the event of any conflict between the terms of this Plan and the terms of any document that is made a part of the Plan, the Administrator shall resolve the conflict. In the event of any conflict between this Plan and the terms of any document that is not part of the Plan, the Plan provisions shall control. Notwithstanding the foregoing, in no event will the terms of the Plan expand or change the benefits, rights or features available under the Funding Vehicles or Individual Agreements.

11.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and, where not preempted by the Code, the laws of the State of California.

11.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

11.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

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Employer Identification Number: 94-1156599
Plan Number: 002

IN WITNESS WHEREOF, the Employer has caused this Saint Mary's College of California
Tax-Deferred Annuity Plan, January 1, 2009 Restatement, to be executed this ___ day of June, 2009.

Employer: ________________________________
By: ________________________________
Title: ________________________________
Date signed: ________________________________

Effective Date of the Restated Plan: January 1, 2009