

Johns Hopkins Home Care Group 403(b) Plan

amended and restated effective as of January 1, 2009

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Introduction

The Johns Hopkins Home Care Group (“the Corporation”) originally established the Johns Hopkins Home Care Group 403(b) Plan (the “Plan”) effective November 1, 1998 to allow its eligible employees and the eligible employees of certain of its affiliates to defer compensation to the Plan on a before-tax and/or after-tax basis. The Corporation now wishes to amend and restate the Plan, effective as of January 1, 2009, to reflect the requirements of the final section 403(b) Treasury regulations and to incorporate certain new features for eligible employees.

This document reflects the provisions of Code section 403(b) and the final section 403(b) Treasury regulations promulgated thereunder. Plan contributions are invested, at the direction of each participant, in one or more of the funding vehicles available to participants under the Plan. Contributions are held for the exclusive benefit of Plan participants and their beneficiaries. Benefits are not subject to, nor covered by, federal plan termination insurance.

ARTICLE I: Definitions

- 1.1 *Accumulation Account* means the separate account established for each Participant. The current value of a Participant's Accumulation Account includes all Plan Contributions, less expense charges, and reflects credited investment experience. There shall be subaccounts established within the Accumulation Account to reflect Elective Deferrals, Roth Elective Deferrals, Matching Contributions, Discretionary Nonelective Contributions, rollovers and direct transfers.
- 1.2 *Actuarial Equivalent* means, with respect to any benefit or item, a benefit or item of equal actuarial value, based upon the factors and assumptions used by the insurance company from whom the Plan Administrator directs the purchase of any annuity contracts for the purpose of providing benefits under the Plan.
- 1.3 *Annual Additions* means the sum of the following amounts credited to a Participant's Accumulation Account during the Limitation Year: (a) Participant Plan Contributions (other than Catch-Up Contributions); (b) Matching Contributions; (c) Discretionary Nonelective Contributions; (d) forfeitures, if any; and (e) individual medical account amounts described in sections 415(l)(2) and 419A(d)(2) of the Code, if any.
- 1.4 *Approved Absence* means an unpaid temporary absence from active service with the Employer for a period (not to exceed two years) specified by the Employer and granted or extended by the Employer pursuant to standards that ensure that Participants in similar circumstances are treated in a like manner, provided that if an Employee fails to return to work at the end of the period specified by and granted or extended by the Employer, the Participant shall be deemed to have a Severance from Employment as of the Employee's last day of actual work for the Employer prior to the commencement of such absence.
- 1.5 *Beneficiary(ies) or Designated Beneficiary(ies)* means the individual, institution, trustee, or estate designated by the Participant to receive the Participant's benefits at his or her death. For purposes of Article VIII, the beneficiary must be a "designated beneficiary" as defined under section 401(a)(9) of the Code and Treas. Reg. § 1.401(a)(9)-4.
- 1.6 *Board* means the Board of Trustees of the Corporation.
- 1.7 *Break in Service* means, for vesting purposes, any Computation Period in which an Employee is not credited with at least 501 Hours of Service.
- 1.8 *Catch-Up Contributions* means the contributions made by a Participant under this Plan as described in Section 3.1(d).
- 1.9 *Code* means the Internal Revenue Code of 1986, as amended.
- 1.10 *Compensation* means

(a) The total wages as reported in the box entitled “wages, tips and other compensation” of Form W-2 (*i.e.*, wages as defined in section 3401(a) of the Code and all other payments of compensation for which an Eligible Employer is required to furnish the Employee with a written statement under sections 6041(d) and 6051(a)(3) of the Code) from the an Eligible Employer for such Plan Year, excluding (i) contributions, credits or benefits paid or accrued under this Plan or any other qualified or nonqualified retirement plan, deferred compensation plan, welfare benefit plan or fringe benefit plan of the Corporation, (ii) reimbursement for expenses or other expense allowance, and (iii) moving expenses.

(b) Notwithstanding the foregoing, Compensation shall include elective deferrals that are not includible in gross income under sections 125, 132(f), 402(e)(3), 402(h) or 403(b) of the Code and compensation deferred under an eligible deferred compensation plan within the meaning of section 457(b) of the Code.

For purposes of Subsection (b) of this definition, amounts under Code section 125 include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Corporation does not request or collect information regarding the Participant’s other health coverage as part of the enrollment process for the health plan.

In addition to other applicable limitations stated in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Compensation of each Employee taken into account under the Plan shall not exceed the annual compensation limit as set forth in section 401(a)(17) of the Code. The annual compensation limit for 2009 is \$245,000, and the limit shall be adjusted by the Commissioner of the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

- 1.11 *Computation Period* means, for purposes of vesting and eligibility to receive Matching Contributions under Section 2.1(b) or Discretionary Nonelective Contributions under Section 2.1(c), the 12 consecutive month period that begins on the Employee’s Date of Employment (or Date of Reemployment, as applicable), and each one-year anniversary thereof.
- 1.12 *Corporation* means The Johns Hopkins Home Care Group, Inc.
- 1.13 *Date of Employment or Reemployment* means the first day upon which an Employee completes an Hour of Service for performance of duties during the Employee’s most recent period of service with an Employer.

- 1.14 *Discretionary Nonelective Contributions Account* means the separate subaccount within the Accumulation Account established for each Participant representing the Participant's Discretionary Nonelective Contributions and properly attributable earnings, including gains and losses.
- 1.15 *Discretionary Nonelective Contributions* means any contributions made by the Corporation to a Participant's Discretionary Nonelective Contributions Account as set forth in Section 3.4.
- 1.16 *Distribution Calendar Year* means a calendar year for which a minimum distribution is required under Article VIII. 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 Section 8.3. 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.
- 1.17 *Elective Deferrals* means any contributions made on a tax-deferred basis to the Plan at the election (or deemed election) of the Participant pursuant to a salary reduction agreement that complies with the requirements of Code section 403(b), instead of receiving cash compensation. This also includes any tax-deferred contributions for a Participant pursuant to an election to defer compensation under any Code section 401(k), 408(k) (simplified employee pension), 457(b) or 403(b) plan.
- 1.18 *Eligible Employee* means an Employee of an Eligible Employer.
- An Eligible Employee does not include (i) an individual who is deemed to be a nonresident alien with no income from sources within the United States as defined in section 410(b)(3)(C) of the Code; (ii) prior to January 1, 2009, an Employee covered by a collective bargaining agreement; (iii) an independent contractor, as determined by the Plan Administrator in its sole discretion; and (iv) a Leased Employee.
- 1.19 *Eligible Employer* means the Corporation and any Employer which, with the consent of the Board, shall agree to become a party to this Plan. Eligible Employers are identified in Schedule A. The Board may from time to time add or remove an Employer from the list of Eligible Employers.
- 1.20 *Employee* means any common law employee or Leased Employee of an Employer.
- 1.21 *Employer* means the Corporation and any affiliated entity deemed to be a single employer with the Corporation pursuant to section 414(b), (c) or (m) of the Code.
- 1.22 *ERISA* means the Employee Retirement Income Security Act of 1974, as amended.

- 1.23 *Excess Elective Deferrals* means those Elective Deferrals or Roth Elective Deferrals that are includible in a Participant's gross income under section 402(g) of the Code rather than credited to the Participant's Accumulation Account to the extent the Participant's Elective Deferrals and Roth Elective Deferrals for a taxable year exceed the dollar limitation under such Code section.
- 1.24 *Fund Sponsor* means an insurance, variable annuity or investment company that provides Funding Vehicles available to Participants under this Plan.
- 1.25 *Funding Vehicles* means the annuity contracts or custodial accounts that satisfy the requirements of Code section 401(f) or other investment alternatives issued for funding accrued benefits under this Plan and specifically approved by the Employer for use under this Plan.
- 1.26 *Highly Compensated Employee* means an Employee who meets the following criteria:
- (a) was at any time a five percent (5%) owner, as defined in Code section 416(i), of the Employer during the Plan Year or the immediately preceding Plan Year; or
 - (b) for the preceding Plan Year, had Compensation from an Employer in excess of \$105,000 (as indexed).
- 1.27 *Hours of Service* means each hour for which an Employee is directly or indirectly paid or entitled to payment by any Employer for the performance of duties or for reasons other than the performance of duties (such as vacation time, holidays, sickness, disability, paid lay-offs, jury duty and similar periods of paid nonworking time) and, except to the extent the Employee is deemed to have a Severance from Employment as of the Employee's last day of actual work for the Employer prior to commencement of an Approved Absence each hour during an Approved Absence which an Employee would be regularly scheduled to work but for said Approved Absence determined based on the Employee's regular work schedule in effect immediately prior to the Approved Absence. To the extent not otherwise included, Hours of Service shall also include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer; provided that no more than 501 Hours of Service shall be credited for any single continuous period during which an Employee performs no duty. Hours of working time shall be credited on the basis of actual hours worked, even though compensated at a premium rate for overtime or other reasons. Hours of Service shall be credited to the Plan Year or other relevant period during which the services were performed or the nonworking time occurred, regardless of the time when Compensation therefore may be paid. Any individual for whom no hourly employment records are kept by the Employer or a commonly controlled entity or Other Entity shall be credited, in accordance with rules applied in a uniform and non-discriminatory manner, with 190 Hours of Service for each month in which he would have been credited with at least one Hour of Service under the foregoing provisions, if hourly records were available. An Employee's Hours of Service attributable to service with an Other Entity will be counted solely for purposes of determining eligibility for Matching Contributions under Section 2.1(b), Discretionary Nonelective Contributions under Section 2.1(c) and vesting under Article VI as

determined by the Plan Administrator. In computing and crediting Hours of Service for an individual under this Plan, the rules set forth in Sections 2530.200b-2(b) and (c) of the United States Department of Labor Regulations shall apply, said Sections being herein incorporated by reference.

- 1.28 *Leased Employee* means any individual deemed to be a leased employee of an Employer who provides services to the Employer pursuant to an agreement between the Employer and any other person or leasing organization, has provided such services for the Employer on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction and control of the Employer.
- 1.29 *Life Expectancy* means the life expectancy as computed by the tables set forth in Treas. Reg. § 1.401(a)(9)-9.
- 1.30 *Limitation Year* means the calendar year.
- 1.31 *Match Account* means the separate subaccount within the Accumulation Account established for each Participant representing the Participant's Matching Contributions and properly attributable earnings, including gains and losses.
- 1.32 *Matching Contributions* means the contributions made by the Corporation based on a Participant's Plan Contributions as described in Section 3.3.
- 1.33 *Normal Retirement Age* means age 65.
- 1.34 *Other Entity* means The Johns Hopkins University and The Johns Hopkins Health System Corporation.
- 1.35 *Participant* means any Eligible Employee participating in this Plan.
- 1.36 *Participant Plan Contributions* means the contributions made by a Participant under this Plan as described in Section 3.1 pursuant to a salary reduction agreement. Such contributions may be made only with respect to Compensation that is compensation within the meaning of section 415(c)(3) of the Code and Treas. Reg. § 1.415(c)-2.
- 1.37 *Participant's Account Balance* means, for purposes of Article VIII, 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.
- 1.38 *Payroll Period* means a regular payroll cycle over which an Eligible Employee receives Compensation.

- 1.39 *Plan* means the Johns Hopkins Home Care Group 403(b) Plan as set forth in this document and as may be amended from time to time.
- 1.40 *Plan Administrator* means the person or entity designated in Section 9.1.
- 1.41 *Plan Contributions* means all contributions made under the Plan.
- 1.42 *Plan Entry Date* means for purposes of Section 2.1(a), the first day on which the Employee has met the participation requirements set forth in Section 2.1(a). For purposes of Sections 2.1(b) and 2.1(c), Plan Entry Date means the first day of the Plan Year or the first day of the seventh calendar month of each Plan Year.
- 1.43 *Plan Year* means the period of twelve consecutive months commencing on January 1 and ending on the following December 31.
- 1.44 *Qualified Election* means a waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-retirement Survivor Annuity. Any waiver of a Qualified Joint and Survivor Annuity or a Qualified Pre-retirement Survivor Annuity shall not be effective unless: (a) the Participant's spouse consents in writing to the election; (b) the election designates a specific Beneficiary(ies), including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (unless the spouse expressly permits designations by the Participant without any further spousal consent); (c) the spouse's consent acknowledges the effect of the election; and (d) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment that may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no spouse or that the spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary(ies), and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Article VII.

- 1.45 *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.

- 1.46 *Qualified Military Service* means any service (either voluntary or involuntary) by an individual in the Uniformed Services if such individual is entitled to reemployment rights with an Employer with respect to such service.
- 1.47 *Qualified Pre-retirement Survivor Annuity* means an annuity for the life of the surviving spouse of a deceased Participant, the Actuarial Equivalent of which is not less than 50 percent of the Participant's Accumulation Account at the date of death.
- 1.48 *Required Beginning Date* means, for any Participant, April 1 of the calendar year following the later of the calendar year in which he has a Severance from Employment with all Employers or the calendar year in which he attains age 70-1/2.
- 1.49 *Returning Veteran* means a former Employee who returns from Qualified Military Service to employment with an Employer within the period of time during which his or her reemployment rights are protected by law.
- 1.50 *Roth Account* means the separate subaccount within the Accumulation Account established for each Participant representing the Participant's Roth Elective Deferrals and properly attributable earnings, including gains and losses.
- 1.51 *Roth Elective Deferrals* means any contributions made to the Plan at the election of the Participant that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her salary reduction agreement.
- 1.52 *Severance from Employment* means, for any Employee, his death, retirement, resignation, discharge or any absence that causes him to cease to be an Employee.
- 1.53 *Uniformed Services* means the Armed Forces, the Army National Guard and Air National Guard (when engaged in active duty for training, or full-time National Guard duty), the Commissioned Corps of the Public Health Service, and any other category of persons designated as such by the President of the United States in time of war or emergency.
- 1.54 *Year of Service* means, for any Employee, a Computation Period during which he or she is credited with at least 1,000 Hours of Service. Years of Service shall include years of service with an Employer or an Other Entity.

ARTICLE II: Eligibility for Participation

2.1 *Eligibility/Participation.*

(a) Participant Plan Contributions.

(1) Each Eligible Employee may, on a voluntary basis, begin participating in this Plan on the Plan Entry Date following his or her Date of Employment with the Eligible Employer by making Participant Plan Contributions as described in Section 3.1. Such Eligible Employee must elect to make Participant Plan Contributions in excess of \$200 for each Plan Year.

(2) Effective May 1, 2009, each Eligible Employee shall become a Participant in this Plan on the Plan Entry Date following his or her Date of Employment (or Reemployment) with an Eligible Employer unless the Eligible Employee specifically elects otherwise in the form and manner selected by the Plan Administrator.

(b) Matching Contributions.

(1) Each Eligible Employee as of January 1, 2009, who was eligible to receive Matching Contributions immediately prior to January 1, 2009, shall be eligible to continue to receive Matching Contributions as of January 1, 2009.

(2) Each other Eligible Employee who makes Participant Plan Contributions shall be eligible to receive Matching Contributions beginning with the Plan Entry Date that is coincident with or next following his or her twenty-first birthday and completion of one Year of Service.

(3) Notwithstanding the foregoing, each Eligible Employee who meets the requirements of subsection (b)(1) or (b)(2) shall only be eligible to receive Matching Contributions as set forth in Section 3.3 for any Plan Year during which he or she (i) completes at least 1,000 Hours of Service; and (ii) is actively employed as an Eligible Employee on the last day of the Plan Year, unless he or she dies, retires or becomes disabled during the Plan Year.

(4) An Eligible Employee, for purposes of receiving Matching Contributions, excludes (i) Leased Employees; (ii) Employees paid on a per-visit basis and contract employees whose status shall be determined on the last day of the Plan Year; and (iii) individuals who became an Employee of the Employer as a result of an asset or stock acquisition, merger, or other similar transaction, for the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction.

(c) Discretionary Nonelective Contributions.

(1) Each Eligible Employee as of January 1, 2009, who was eligible to receive Discretionary Nonelective Contributions immediately prior to January 1, 2009, shall be eligible to receive Discretionary Nonelective Contributions as of January 1, 2009.

(2) Each other Eligible Employee shall be eligible to receive Discretionary Nonelective Contributions beginning with the Plan Entry Date that is coincident with or next following his or her twenty-first birthday and completion of one Year of Service.

(3) Notwithstanding the foregoing, each Eligible Employee who meets the requirements of subsection (c)(1) or (c)(2) shall only be eligible to receive Discretionary Nonelective Contributions as set forth in Section 3.4 for any Plan Year during which he or she (i) completes at least 1,000 Hours of Service; and (ii) is actively employed as an Eligible Employee on the last day of the Plan Year, unless he or she dies, retires or becomes disabled during the Plan Year.

(4) An Eligible Employee, for purposes of receiving Discretionary Nonelective Contributions, excludes (i) Leased Employees; (ii) Employees paid on a per-visit basis and contract employees whose status shall be determined on the last day of the Plan Year; and (iii) individuals who became an Employee of the Employer as a result of an asset or stock acquisition, merger, or other similar transaction, for the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction.

2.2 *Notification.* The Corporation will notify an Eligible Employee when he or she has completed the requirements necessary to become a Participant. An Eligible 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.

2.3 *Enrollment in Plan.*

(a) Each Participant may elect to make Participant Plan Contributions by completing the necessary enrollment form(s) and returning them to the Corporation. No Eligible Employee shall receive Matching Contributions as set forth in Section 3.3 or Discretionary Nonelective Contributions as set forth in Section 3.4 until he or she completes the necessary enrollment form(s) and returns them to the Corporation.

(b) Participants who have a Date of Employment or Reemployment on or after May 1, 2009, and who do not elect to contribute to the Plan within thirty (30) days after receiving notice of eligibility shall be deemed to have elected to contribute to the Plan unless, during such thirty (30) day period, the Participant affirmatively elects not to participate in the Plan in the form and manner prescribed by the Plan Administrator. A deemed election shall be effective as soon as administratively practicable following the expiration of the thirty (30) day period. A Participant who affirmatively elects not to participate in the Plan shall be an inactive Participant.

2.4 *Reemployment.* An Eligible Employee who ceases employment with an Eligible Employer, but who previously satisfied the participation requirements set forth in Section 2.1, will be immediately eligible to participate in the Plan upon reemployment by an Eligible Employer.

2.5 *Termination of Participation.* A Participant will continue to be eligible for the Plan until the first to occur of the following conditions:

- (a) he or she ceases to be an Eligible Employee; or
- (b) the Plan is terminated.

2.6 *Treatment of Returning Veterans.* Notwithstanding anything in this Plan to the contrary,

(a) A Returning Veteran who was an Eligible Employee immediately prior to his or her Qualified Military Service shall be deemed to have remained an Eligible Employee throughout his or her Qualified Military Service.

(b) A Returning Veteran who would have become an Eligible Employee during the period of his or her Qualified Military Service, but for the resulting absence from employment, shall be deemed to have become an Eligible Employee as of the date he or she would have become an Eligible Employee if he or she had not entered into the Qualified Military Service.

(c) A Returning Veteran shall be deemed not to have any Break in Service on account of his or her Qualified Military Service.

ARTICLE III: Plan Contributions

3.1 *Participant Plan Contributions.*

(a) For those Eligible Employees who voluntarily elect to participate in the Plan, Participant Plan Contributions will be made on either (i) a tax-deferred basis (*i.e.*, Elective Deferrals) or (ii) an after-tax basis (*i.e.*, Roth Elective Deferrals) pursuant to a salary reduction agreement in accordance with the requirements of Code section 403(b) and the regulations thereunder. Under the salary reduction agreement, the Participant's Compensation (paid after the agreement is signed) is reduced and the amount of the reduction is applied as contributions to the Funding Vehicles selected by the Participant for Participant Plan Contributions under the Plan. A Participant may contribute per Payroll Period any whole number percentage or flat dollar amount of Compensation (up to the limits as described in Section 3.10 and subject to any applicable tax withholding requirements) as Participant Plan Contributions.

(b) For those Participants who are deemed to elect to contribute to the Plan pursuant to Section 2.3(b), Participant Plan Contributions will be made on a tax-deferred basis (*i.e.*, Elective Deferrals) pursuant to a deemed salary reduction agreement in accordance with the requirements of Code section 403(b) and the regulations thereunder. Such Participant Plan Contributions shall reduce the Participant's Compensation by two percent (2%) and the amount of the reduction will be applied as premiums to the default Funding Vehicle under the Plan's investment policy. Unless otherwise affirmatively elected by the Participant, the Participant's Compensation reduction amount will increase by one percent (1%), to a maximum of four percent (4%) of Compensation, as of the first

payroll period of the month following each anniversary of the Participant's Date of Employment (or Reemployment).

(c) An election to make Participant Plan Contributions under this Section 3.1 may not be made retroactively and shall remain in effect until modified or terminated. A Participant may terminate his or her actual or deemed salary reduction agreement at any time. Subject to any reasonable rules established by the Plan Administrator, a Participant may modify his or her salary reduction agreement during a Plan Year by filing an appropriate form with the Plan Administrator. Such rules may include the number and frequency of such modifications during any Plan Year, but a Participant shall be permitted to make a modification at least quarterly.

(d) All Participants who are eligible to make Participant Plan Contributions under the Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. A Participant may designate such Catch-Up Contributions as either Elective Deferrals or Roth Elective Deferrals (although if no designation is made, the contribution made under this Section 3.1(d) shall be considered Elective Deferrals). Except as provided herein, Catch-Up Contributions shall be treated as Participant Plan Contributions for purposes of this Plan. As such, Catch-Up Contributions are eligible for Matching Contributions under Section 3.3.

3.2 *When Contributions Are Made* Participant Plan Contributions will be forwarded to the Fund Sponsor(s) in accordance with the procedures established by the Corporation as soon as it is administratively feasible for the Corporation to segregate contributions, but in any event, within the time required by law.

3.3 *Matching Contributions.* For each Participant who makes Participant Plan Contributions and has met the requirements of Section 2.1(b), the Eligible Employer shall award a Matching Contribution equal to fifty percent (50%) of the amount of such Participant Plan Contributions that do not exceed four percent (4%) of Compensation for the payroll period. The Matching Contribution shall be credited to the Participant's Match Account not later than the time (including any extensions thereof) prescribed by law for filing the Employer's federal tax return for the Plan Year for which the Matching Contribution is made.

3.4 *Discretionary Nonelective Contributions.* For each Eligible Employee who has satisfied the requirements of Section 2.1(c), regardless of whether the Eligible Employee makes Participant Plan Contributions described in Section 3.1, the Employer may award, in its sole discretion, a Discretionary Nonelective Contribution equal to three percent (3%) of each such Eligible Employee's Compensation. For the first Plan Year in which an Eligible Employee satisfies the requirements of Section 2.1(c), the Discretionary Nonelective Contribution shall be allocated only on Compensation earned after the Eligible Employee's Plan Entry Date as determined under Section 2.1(c)(2). The Discretionary Nonelective Contribution shall be credited to the Participant's

Discretionary Nonelective Contributions Account not later than the time (including any extensions thereof) prescribed by law for filing the Eligible Employer's federal tax return for the Plan Year for which the Discretionary Nonelective Contributions are made.

- 3.5 *Allocation of Contributions.* A Participant may allocate his or her Plan Contributions to the Funding Vehicle(s) in any whole number increments that equal 100 percent. A Participant may change his or her allocation of future and current Plan Contributions daily, or as otherwise determined by the Corporation and the Fund Sponsor(s).
- 3.6 *Leave of Absence.* Plan Contributions will continue to be made during a leave of absence to the extent that Compensation is received by a Participant.
- 3.7 *Limitations.* Notwithstanding anything to the contrary in this Plan, the obligation of the Corporation to transfer Plan Contributions to the Funding Vehicles is subject to the provisions relating to the amendment and termination of the Plan, provided that no amendment or termination will affect any obligation of the Corporation to transfer Participant Plan Contributions with respect to Compensation earned by the Participant prior to the date of amendment or termination.
- 3.8 *Acceptance of Rollover Contributions.* If a Participant is entitled to receive a distribution from another plan or arrangement described in section 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a Roth individual retirement plan described in section 408A(b) of the Code, a qualified trust described in section 401(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 such distribution is an eligible rollover distribution under section 402 of the Code, the Plan will accept such amount, as permitted by the Fund Sponsor and Funding Vehicle, and hold such amount in a rollover subaccount within the Accumulation Account, except as otherwise provided below. The rollover to this Plan must be made directly from the distributing plan or by the Participant within 60 days of receipt of the distribution. The Plan shall only accept a rollover of an after-tax amount only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code. Notwithstanding the foregoing, any such rollover of Roth elective deferrals shall be held in the Participant's Roth Account. Roth elective deferral amounts may only be accepted upon receipt of proper notification from the administrator of the other plan or arrangement. The Plan shall not accept any other after-tax amounts.
- 3.9 *Uniformed Services.* Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to Qualified Military Service will be provided in accordance with section 414(u) of the Code.
- 3.10 *Maximum Plan Contributions.*

(a) General Limitations. 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 as it may be amended from time to time. The limitations of Code section 415 and the Treasury regulations thereunder are incorporated herein by reference.

(b) Limitations on Elective Deferrals and Roth Elective Deferrals. Subject to Section 3.1(d) of this Plan and section 414(v) of the Code, the total Elective Deferrals and Roth Elective Deferrals made by the Corporation on behalf of a Participant for any taxable year under this Plan and all other plans, contracts or arrangements of an Employer shall not exceed the dollar limit in effect under Code section 402(g) at the beginning of such taxable year. Excess Elective Deferrals, and the earnings thereon (determined as of the last day of the Plan Year to which they relate), shall be distributed to affected Participants no later than April 15 of each taxable year.

(c) Limitations on Matching Contributions. The Corporation shall monitor the level of the average contribution percentage of Eligible Employees to ensure compliance with the requirements of section 401(m) and section 403(b)(12) of the Code as follows:

(1) The average contribution percentage for the group of Highly Compensated Employees shall bear to the average contribution percentage for all other Eligible Employees a relationship that satisfies either of the following tests:

(a) The average contribution percentage for the group of Highly Compensated Employees is not more than the average contribution percentage for all other Eligible Employees multiplied by 1.25.

(b) The average contribution percentage for the group of Highly Compensated Employees is not more than the lesser of (A) the average contribution percentage for all other Eligible Employees multiplied by 2.0, or (B) the average contribution percentage for such Eligible Employees plus 2%.

(2) *Rules of Application.* For purposes of these tests, all Eligible Employees shall be separated into two (2) groups: the Highly Compensated Employee group and the non-Highly Compensated Employee group. In addition, all Matching Contributions made under this Plan and all matching contributions made under any plans that are aggregated for purposes of Code section 410(b) shall be treated as made under a single plan of the Employer, and such aggregated plans must satisfy Code section 410(b) as though they were a single plan. For purposes of these tests, an Eligible Employee shall be considered a Participant hereunder, even if he elects not to enter into a salary reduction agreement. These tests shall apply to the Matching Contributions made for the Plan Year as determined as of the end of the Plan Year. However, the Plan Administrator may apply these tests at any other time during the Plan Year.

All rules of application with reference to the testing alternatives described in Subsection (c)(1) above shall be governed by Code section 401(m) and any rules and regulations issued pursuant thereto.

(3) *Correction Methods.* The Plan Administrator shall establish rules and procedures for modifying the Plan Contributions of the Highly Compensated Employees to ensure, to the extent possible, that either of the tests in Subsection (c)(1) will be met. If neither test is satisfied, Matching Contributions made on behalf of Highly Compensated Employees shall be reduced. The adjustment of Matching Contributions shall be done in descending order by reducing the Matching Contributions for each Highly Compensated Employee with the greatest dollar amount of Matching Contributions by the amount needed to cause such Highly Compensated Employee's Matching Contributions to equal the amount of Matching Contributions made on behalf of the Highly Compensated Employee with the next greatest dollar amount of Matching Contributions. This leveling method is repeated for each affected Highly Compensated Employee until the actual contribution percentage for each Highly Compensated Employee does not exceed the amount needed to pass one of the tests. After the adjustment, to the extent such excess Matching Contributions would have otherwise been considered vested pursuant to Section 6.1, such Matching Contributions plus earnings shall be distributed to the Highly Compensated Employee.

The adjustment of such Matching Contributions shall be made within twelve (12) months after the end of the Plan Year. For purposes of determining the earnings on Matching Contributions which will be distributed to the Highly Compensated Employee, such earnings shall include the net increases and decreases in the market value of the Funding Vehicles attributable to such Matching Contributions for the Plan Year during which the excess Matching Contributions were made.

The determination of which test under Subsection (c)(1) shall be met shall be based upon the test which requires the correction of the smallest amount of Matching Contributions.

(d) Limitations on Discretionary Nonelective Contributions. Discretionary Nonelective Contributions made under this Plan shall meet the requirements of Code sections 401(a)(4) and 410(b) on an ongoing basis. The limitations of Code sections 401(a)(4) and 410(b) and the regulations thereunder are incorporated by reference herein.

ARTICLE IV: Fund Sponsors and Funding Vehicles

4.1 *Fund Sponsors.* The Corporation shall maintain a list of all Fund Sponsors under the Plan. Such list is incorporated as part of the Plan. Each Fund Sponsor and the Corporation shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

4.2 *Funding Vehicles.* Plan Contributions are invested in one or more Funding Vehicles available to Participants under this Plan subject to restrictions by the Fund Sponsors and the Corporation.

The Corporation may change the Fund Sponsors and Funding Vehicles available to Participants under the Plan. The Corporation's current selection of Fund Sponsors and Funding Vehicles is not intended to limit future additions or deletions of Fund Sponsors and Funding Vehicles.

- 4.3 *Fund Transfers.* Subject to a Funding Vehicle's rules for transfers and in accordance with the provisions of the Code for maintaining the tax deferral of the Accumulation Accounts, a Participant may transfer funds accumulated under the Plan among the Plan's approved Funding Vehicles to the extent permitted by the Funding Vehicles. A Participant may not make an investment change or transfer that includes a funding vehicle with a fund sponsor that is not eligible to receive contributions under Sections 4.1 and 4.2.

ARTICLE V: Plan-to-Plan Transfers

5.1 *Plan-to-Plan Transfers to the Plan.*

(a) At the direction of the Employer, for a class of Eligible Employees who are participants or beneficiaries in another plan that meets the requirements of section 403(b) of the Code, the Plan Administrator may, but is under no obligation to, permit a transfer of assets to this Plan as provided in this Section 5.1, other than a rollover which shall be subject to the rules set forth in Section 3.8. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the Eligible Employee is an employee of an Eligible Employer. The Plan Administrator and any Fund Sponsor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan 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 Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the transferring plan is a plan that satisfies the requirements of section 403(b) of the Code.

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

(c) To the extent provided in any individual agreements with Fund Sponsors holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as Participant Plan Contributions, Matching Contributions and Discretionary Nonelective Contributions under the Plan, except that (1) an individual agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the individual agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are

being transferred that are not less stringent than those imposed on the transferor plan, and (2) the transferred amount shall not be considered a Participant Plan Contribution under the Plan in determining the maximum deferral under Section 3.10(b) of this Plan.

5.2 *Plan-to-Plan Transfers from the Plan.*

(a) At the direction of the Employer, the Plan Administrator may, but is under no obligation to, permit a class of Participants and Beneficiaries to elect to have all or any portion of their Accumulation Accounts transferred to another plan that satisfies the requirements of section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 5.2(a) only if the Participants or Beneficiaries are employees or former employees of the employer under the receiving plan and the receiving plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

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

(c) Upon the transfer of assets under this Section 5.2, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Plan Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 5.2 or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

ARTICLE VI: Vesting

6.1 *Participant Plan Contributions.* Participant Plan Contributions (including Catch-Up Contributions) are fully and immediately vested when made.

6.2 *Matching Contributions.*

(a) All Matching Contributions awarded to Participants who first received Matching Contributions for Plan Years beginning prior to January 1, 2006 are fully and immediately vested when made.

(b) All Matching Contributions awarded to Participants who first received Matching Contributions for the 2006 Plan Year are vested in accordance with the following three-year cliff vesting schedule.

<u>Three-Year Cliff Vesting Schedule</u>	
<u>Year(s) of Service</u>	<u>Vesting Percentage</u>
Year 1	0%
Year 2	0%
Year 3	100%

(c) All Matching Contributions awarded to Participants who first received Matching Contributions for Plan Years beginning on or after January 1, 2007 are vested in accordance with the following six-year graded vesting schedule.

<u>Six-Year Graded Vesting Schedule</u>	
<u>Year(s) of Service</u>	<u>Vesting Percentage</u>
Year 1	0%
Year 2	20%
Year 3	40%
Year 4	60%
Year 5	80%
Year 6	100%

(d) Notwithstanding the foregoing, a Participant shall have a 100% nonforfeitable interest in his or her Match Account upon attainment of his or her Normal Retirement Age if while an Employee, or becoming disabled or dying prior to Severance from Employment. A Participant shall be considered disabled if he or she experiences a physical or mental impairment which is expected to result in death or blindness or which can be expected to last for a continuous period of not less than 12 months resulting in the Participant being entitled to Social Security disability benefits.

6.3 *Discretionary Nonelective Contributions.*

(a) All Discretionary Nonelective Contributions awarded to Participants who first received Discretionary Nonelective Contributions for Plan Years beginning prior to January 1, 2006 are fully and immediately vested when made.

(b) All Discretionary Nonelective Contributions awarded to Participants who first received Discretionary Nonelective Contributions for the 2006 Plan Year are vested in accordance with the following five-year cliff vesting schedule or six-year graded vesting schedule, whichever is more favorable to the Participant.

<u>Five-Year Cliff Vesting Schedule</u>	
<u>Year(s) of Service</u>	<u>Vesting Percentage</u>
Year 1	0%
Year 2	0%
Year 3	0%
Year 4	0%
Year 5	100%

<u>Six-Year Graded Vesting Schedule</u>	
<u>Year(s) of Service</u>	<u>Vesting Percentage</u>
Year 1	0%
Year 2	20%
Year 3	40%
Year 4	60%
Year 5	80%
Year 6	100%

(c) All Discretionary Nonelective Contributions awarded to Participants who first received Discretionary Nonelective Contributions for Plan Years beginning on or after January 1, 2007 are vested in accordance with the following six-year graded vesting schedule.

<u>Six-Year Graded Vesting Schedule</u>	
<u>Year(s) of Service</u>	<u>Vesting Percentage</u>
Year 1	0%
Year 2	20%
Year 3	40%
Year 4	60%
Year 5	80%
Year 6	100%

(d) Notwithstanding the foregoing, a Participant shall have a 100% nonforfeitable interest in his or her Discretionary Nonelective Contributions Account

upon attainment of his or her Normal Retirement Age if while an Employee, or becoming disabled or dying prior to Severance from Employment. A Participant shall be considered disabled if he or she experiences a physical or mental impairment which is expected to result in death or blindness or which can be expected to last for a continuous period of not less than 12 months resulting in the Participant being entitled to Social Security disability benefits.

6.4 *Breaks in Service.*

(a) A Participant's Years of Service shall be canceled if he incurs a Break in Service before his or her Normal Retirement Age and at a time when (1) he or she has no nonforfeitable interest in his or her Accumulation Account or (2) he or she has no Accumulation Account under the Plan.

(b) The Years of Service of an Employee whose Years of Service have been canceled pursuant to Section 6.4(a) shall be restored to his credit if he thereafter completes an Hour of Service at a time when the number of his or her consecutive Breaks in Service is less than the greater of (a) the number of Year of Service to his credit when the first such Break in Service occurred, or (b) five.

6.5 *Forfeitures.* Any forfeitures of Matching Contributions or Discretionary Nonelective Contributions under this Article VI or Sections 2.1(b)(3) or 2.1(c)(3) shall be held in a separate Plan account to be used to reduce the amount of future Matching Contributions or Discretionary Nonelective Contributions or to pay Plan expenses in accordance with Section 9.5. In no event shall such forfeitures be reallocated to Participants' Accumulation Accounts.

ARTICLE VII: Benefits

7.1 *Retirement Benefits.* A Participant may elect to receive retirement benefits under the forms of benefit available under the relevant Funding Vehicle.

Notwithstanding any other provision in this Plan, amounts may be paid only when a Participant attains age 59½, has a Severance from Employment with his or her Eligible Employer and all Employers, or becomes disabled. Subject to the terms of the relevant Funding Vehicle, the forms of benefit available under the Plan include:

(a) A single sum payment; or

(b) A single life annuity with equal monthly installments payable to the Participant for his or her lifetime, which annuity shall be the Actuarial Equivalent of the Participant's Accumulation Account; or

(c) A joint and survivor annuity with the Participant's spouse, payable in monthly installments to the Participant for his or her lifetime and with fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%) (at the election of the

Participant) of the amount of such monthly installment payable after the death of the Participant to the surviving spouse of such Participant, if then living, for the life of such surviving spouse, which annuity shall be the Actuarial Equivalent of the Participant's Accumulation Account; or

(d) A joint and survivor annuity with any individual designated Beneficiary, payable in monthly installments to the Participant for his or her lifetime and with fifty percent (50%), seventy-five percent (75%) or one hundred percent (100%) (at the election of the Participant) of the amount of such monthly installment payable after the death of the Participant to the designated Beneficiary of such Participant, if then living, for the life of such designated Beneficiary, which annuity shall be the Actuarial Equivalent of the Participant's Accumulation Account; provided, that, notwithstanding the foregoing, the percentage payable to the Participant's Beneficiary (unless the Beneficiary is the Participant's spouse) after the Participant's death may not exceed the applicable percentage from Table I in Schedule B; or

(e) A single life annuity payable in equal monthly installments to the Participant for his or her lifetime, with 120 monthly payments guaranteed. Such annuity shall be the Actuarial Equivalent of the Participant's Accumulation Account; provided, that, notwithstanding the foregoing, the number of monthly payments guaranteed shall be calculated so that the number of guaranteed monthly payments remaining as of the beginning of the calendar year preceding the Participant's Required Beginning Date does not exceed the joint life expectancy of the Participant and his Beneficiary, or, if less, and the Participant's Beneficiary is not the Participant's spouse, the applicable number from Table II in Schedule B multiplied by 12; or

(f) A single life annuity with equal monthly installments payable to the Participant for his or her lifetime, which annuity shall be the Actuarial Equivalent of the Participant's Accumulation Account. If the Participant dies prior to receiving monthly payments equal to the value of his or her Accumulation Account as of his or her benefit commencement date, the excess of such value over the sum of the monthly payments already received shall be payable as a lump sum to his or her designated Beneficiary.

(g) Notwithstanding the foregoing, a Participant may seek a distribution of amounts in his or her Roth Account only if withdrawal of such amounts would constitute a qualified distribution from a designated Roth account (within the meaning of Treas. Reg. § 1.402A-1(A-2)).

Notwithstanding the foregoing, a married Participant who elects to receive a form of benefit described in Subsections (b) – (f) of this Section 7.1 shall receive his or her benefit in the form of a Qualified Joint and Survivor Annuity, unless a Qualified Election is made.

7.2 *Cash Withdrawals.*

(a) An Employee may withdraw, not more than once during any Plan Year, up to the total value of the amount in the rollover contributions subaccount of his or her Accumulation Account, less amounts previously withdrawn therefrom; provided, however, that such withdrawals shall not include amounts in a Participant's Roth Account unless the withdrawal of such amounts would constitute a qualified distribution from a designated Roth account (within the meaning of Treas. Reg. § 1.402A-1(A-2)).

(b) Upon his attainment of age 59-1/2, a Participant may withdraw, not more than once during any Plan Year, up to the total vested portion of his or her Accumulation Account, less amounts previously withdrawn therefrom; provided, however, that such withdrawal shall not include amounts in a Participant's Roth Account unless the withdrawal of such amounts would constitute a qualified distribution from a designated Roth account (within the meaning of Treas. Reg. § 1.402A-1(A-2)).

(c) A Participant who is automatically enrolled in the Plan pursuant to Section 2.3(b) may withdraw his or her Participant Plan Contributions (adjusted for any gain or loss) within ninety (90) days following the date that the Participant's Compensation is first reduced for Participant Plan Contributions as set forth in Section 3.1. Any Matching Contributions attributable to such withdrawn amounts shall be forfeited.

7.3 *Hardship Distributions.* Subject to the terms of the relevant Funding Vehicle(s), hardship distributions under this Section 7.3 shall be approved only if the Plan Administrator determines that the Participant has an immediate and heavy financial need and the distribution is necessary to satisfy the need. The amount of the need may include any amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In such cases, there shall be paid to such Participant out of his Accumulation Account only such portion of the amount requested as is necessary to prevent or to alleviate the hardship. Only those funds in the Accumulation Account that are attributable to Elective Deferrals (but not the earnings thereon) and to rollovers made pursuant to Section 3.8 of the Plan are eligible for hardship withdrawal under this Section 7.3. A Participant's Roth Account shall not be available for any hardship distributions. In making its determination hereunder, the Plan Administrator shall follow uniform and nondiscriminatory practices and its determination shall be final and binding.

The following are deemed to be immediate and heavy financial needs of the Participant:

- (i) medical expenses described in Code section 213(d) incurred by the Participant, the Participant's spouse, the Participant's dependents or the Participant's Beneficiary;
- (ii) purchase (excluding mortgage payments) of a principal residence for the Participant;
- (iii) payment of tuition and related educational fees for the next twelve months of post-secondary education for the Participant, the Participant's spouse, the Participant's children, the Participant's dependents or the Participant's Beneficiary;
- (iv) payment of amounts necessary to prevent the eviction of the Participant from the Participant's principal residence or the foreclosure on the mortgage on that residence;
- (v) burial or funeral expenses for the Participant's deceased parent, spouse, children, dependents or

Beneficiary; (vi) expenses for the repair of damages to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code determined without regard to whether the loss exceeds 10% of adjusted gross income or the other circumstances as may be specified in Treas. Reg. § 1.401(k)-1(d)(2)(ii)(B) or subsequent promulgations thereof.

A distribution is deemed necessary to satisfy an immediate and heavy financial need of a Participant if (i) the Participant has obtained all other currently available distributions and nontaxable loans under this Plan and all other plans maintained by the Employer, and (ii) Participant Plan Contributions under this Plan, and Elective Deferrals under all other plans maintained by the Employer, are suspended for six (6) months after receipt of the hardship distribution.

7.4 *Loans.*

(a) Subject to the terms of the relevant Funding Vehicle(s), a Participant may take a loan from the Participant Plan Contributions subaccount and the rollover subaccount of his or her Accumulation Account before the commencement of benefit payments, but not amounts in the Participant's Roth Account.

(b) The minimum loan amount is \$1,000 and the maximum loan amount is the lesser of (a) \$50,000 reduced by the excess of (1) the Participant's highest outstanding balance of loans over the one-year period ending on the day before the date on which such loan is made to the Participant, over (2) the outstanding balance of loans made to the Participant on the date such loan is made to the Participant, or (b) 50% of the Participant's Accumulation Account balance, excluding amounts in the Participant's Roth Account. A Participant may have only one loan outstanding at a time. The maximum term of a loan from the Plan is five years or a reasonable period of time (determined at the time the loan is made) if the loan is used to acquire a dwelling unit to be used as the principal residence of the Participant.

(c) 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. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator shall take steps as may be appropriate to coordinate the limitations on loans set forth in Section 7.4(a) above, 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 Plan Administrator shall also take such steps as may be appropriate to collect information from Funding 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.

For purposes of this Section 7.4, any loan from any other plan maintained by the Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this

Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

- 7.5 *Survivor Benefits.* If a Participant dies before the start of retirement benefit payments, the full current value of his or her Accumulation Account is payable to the Beneficiary(ies) under the options offered by the Fund Sponsor(s). Distribution of survivor benefits is subject to the required minimum distribution rules set forth in Article VIII.
- 7.6 *Application for Benefits.* Procedures for payments 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.
- 7.7 *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 has a Severance from Employment.

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.

(d) Pre-retirement Spousal Entitlement. Unless a Qualified Pre-retirement Survivor Annuity is selected, if a married Participant dies before the date benefits commence, the Participant's vested Accumulation Account shall be paid in a single sum payment to the surviving spouse.

(e) Notification of Pre-retirement Spousal Entitlement. In the case of a Qualified Pre-retirement Survivor Annuity, the Corporation shall provide each Participant, within the applicable period for such Participant, a written explanation of the Qualified Pre-retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements for notification of a Qualified Joint and Survivor Annuity.

The applicable period for a Participant is whichever of the following periods ends last:

- (1) the period beginning with the first day of the Plan Year in which the Participant

attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (2) a reasonable period after an Eligible Employee becomes a Participant; or (3) a reasonable period ending after this Section first applies to the Participant. Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation of service in the case of a Participant who separates from service before attaining age 35.

For applying the preceding paragraph, a reasonable period ending after the enumerated events is the end of the two-year period beginning one year before the date the applicable event occurs, and ending one year after that date. For a Participant who separates from service before the Plan Year in which age 35 is attained, notice should be provided within the two-year period beginning one year before separation and ending one year after separation. If such a Participant thereafter returns to employment with an Employer, the applicable period for such Participant shall be redetermined.

(f) Post-retirement Spousal Entitlement. Unless a Qualified Election is made within the 180-day period ending on the date benefits commence, a married Participant's vested Accumulation Account will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's vested Accumulation Account will be paid in the form of a single life annuity for the life of the Participant.

(g) Notification of Post-retirement Spousal Entitlement. In the case of a Qualified Joint and Survivor Annuity, the Corporation shall no less than 30 days and no more than 180 days before the date benefits commence provide each Participant a written explanation of: (a) the terms and conditions of a Qualified Joint and Survivor Annuity; (b) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (c) the rights of a Participant's spouse; and (d) the right to waive a Qualified Joint and Survivor Annuity.

If the Participant, after receiving the explanation, elects a form of benefit and the spouse consents to the benefit (if necessary), the Plan will not fail to satisfy the requirements of this paragraph merely because the annuity starting date is less than 30 days after the written explanation is given to the Participant provided (1) the explanation is provided prior to the annuity starting date; (2) the distribution does not commence before the expiration of the 7-day period that begins the day after the explanation is provided to the Participant; and (3) prior to the expiration of the 7-day period, or the annuity starting date, if later, the Participant may revoke the distribution election.

7.8 *Direct Rollovers.*

(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 Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For this Section 7.8, the following definitions apply:

(1) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: 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 required under Code section 401(a)(9); the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and hardship withdrawals.

(2) **Eligible retirement plan:** An eligible retirement plan is an annuity contract or custodial account described in section 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a Roth individual retirement plan described in section 408A(b) of the Code, a qualified trust described in section 401(a) of the Code and 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 former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code. Notwithstanding the foregoing, with respect to a distributee who is the Participant's non-spouse Beneficiary, an eligible retirement plan means only an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or a Roth individual retirement plan described in section 408A(b) of the Code.

(3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse or non-spouse Beneficiary 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, former spouse or Beneficiary.

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

(b) Notwithstanding the foregoing, a direct rollover of a distribution from a Participant's Roth Account may only be made to another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth individual retirement plan described in section 408A(b) of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(c) In the event the Participant has a Roth Account, the Plan Administrator will provide proper notice to the other plan or arrangement regarding the Roth Account rollover as required by the Code and applicable regulations.

ARTICLE VIII: Minimum Distribution Requirements

8.1 *Requirements of Treasury Regulations Incorporated.* All distributions required under this Article will be determined and made in accordance with the final Treasury Regulations issued under section 401(a)(9) of the Code.

8.2 *Required Beginning Date.* 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.

8.3 *Death of Participant Before Distributions Begin.* 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:

(a) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then 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 70½, if later.

(b) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will 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 will 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 Section 8.3, other than Section 8.3(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 8.3 and Section 8.8, unless Section 8.3(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.3(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 8.3(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 Section 8.3(a)), the date distributions are considered to begin is the date distributions actually commence.

8.4 *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, the distributions will be made in accordance with this Article VIII. 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 Treasury regulations.

8.5 *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 balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. § 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 is the Participant's spouse, the quotient obtained by dividing the Participant's Accumulation Account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. § 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.

8.6 *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Article VIII beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

8.7 *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 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:

(1) 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.

(2) 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.

(3) 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 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 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.

8.8 *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 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 balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.7.

(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 will 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 Section 8.3(a), this Section 8.8 will apply as if the surviving spouse were the Participant.

ARTICLE IX: Administration

9.1 *Plan Administrator.* The Corporation is the Plan Administrator of this Plan and is responsible for enrolling Participants, sending Plan Contributions for each Participant to the Fund Sponsors, and for performing other duties required for the operation of the Plan. The Corporation, by action of its Board, may designate a person or persons other than the Corporation to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

9.2 *Authority of the Plan Administrator.* The Plan Administrator has all the powers and authority expressly conferred upon it herein and further shall have discretionary and final

authority to determine all questions concerning eligibility and contributions under the Plan, to interpret and construe all terms of the Plan, including any uncertain terms, and to determine any disputes arising under and all questions concerning administration of the Plan. Any determination made by the Plan Administrator shall be given deference, if it is subject to judicial review, and shall be overturned only if it is arbitrary or capricious. In exercising these powers and authority, the Plan Administrator will always exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The Plan Administrator may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The Plan Administrator will be a “named fiduciary” as that term is defined in section 402(a)(2) of ERISA for determining eligibility and deciding claims under the Plan.

- 9.3 *Indemnification.* The Corporation 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 Corporation is delegated pursuant to Section 9.1 (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 Corporation, under any provision of law, or under any other agreement.
- 9.4 *No Reversion.* Under no circumstances or conditions will any Plan Contributions revert to, be paid to, or inure to the benefit of, directly or indirectly, the Corporation. However, if Plan Contributions are made by the Corporation by mistake of fact, these amounts may be returned to the Corporation within one year of the date that they were made.
- 9.5 *Expenses.* All reasonable expenses necessary to operate and administer the Plan shall be borne by the Plan unless paid by the Corporation. The Plan Administrator may determine that expenses paid by the Plan shall be deducted from Participants’ Accumulation Accounts or allocated among Participants’ Accounts on either a proportionate or flat fee basis. Furthermore, the Plan Administrator may charge a Participant’s Accumulation Account for the expense associated with a specific optional feature that the Participant has elected.
- 9.6 *Statements.* The Plan Administrator will determine the total amount of Plan 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 Plan Contribution payment is made by the Plan Administrator, the Plan Administrator 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 Plan Contribution’s payment. Any determination by the Plan Administrator, evidenced by a statement delivered to the Fund Sponsors, is 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 Plan Contribution’s payment.

- 9.7 *Reporting.* Records for each Participant under this Plan are maintained on the basis of the Plan Year. At least quarterly, the Fund Sponsors will send each Participant a report summarizing the status of his or her Accumulation Account. Similar reports or illustrations may be obtained by a Participant upon Severance from Employment or at any other time by writing directly to the Fund Sponsors.
- 9.8 *Claims for Benefits.* All claims for benefits under the Plan shall be submitted to the Plan Administrator, or as hereinafter provided, the Fund Sponsor, who shall have the responsibility for determining the eligibility of any Participant or Beneficiary for benefits. The Plan Administrator shall be responsible for all claims involving an interpretation of the Plan, other than those requiring an interpretation of a Funding Vehicle underlying the Plan. To the extent any such claim involves an interpretation of a Funding Vehicle, such claim shall be submitted to the appropriate Fund Sponsor, who shall have the sole responsibility of resolving such issues. All claims for benefits shall be made in writing and shall set forth the facts which such Participant or Beneficiary believes to be sufficient to entitle him to the benefit claimed. The Plan Administrator or Fund Sponsor may adopt forms for the submission of claims for benefits in which case all claims for benefits shall be filed on such forms. The Plan Administrator or Fund Sponsor shall provide Participants and Beneficiaries with all such forms.

Upon receipt by the Plan Administrator or Fund Sponsor of a claim for benefits, it shall determine all facts that are necessary to establish the right of an applicant to benefits under the provisions of the Plan and the amount thereof as herein provided. The Plan Administrator or Fund Sponsor, as applicable, shall investigate and approve or deny all claims. Upon request, the Plan Administrator or Fund Sponsor will afford any applicant the right of a hearing with respect to any finding of fact or determination related to any claim for benefits under the Plan. In the event any claim for benefits is denied, the Participant or Beneficiary shall be notified of such decision in accordance with the provisions of Section 9.8.

- 9.9 *Notification of Claim Denial.* The applicant shall be notified in writing or electronically by the Plan Administrator or Fund Sponsor, as applicable, of any adverse decision with respect to his claim, other than a claim involving disability benefits, within ninety (90) days after its submission. If special circumstances require an extension of time for processing the initial claim, a written notice of the extension and the reason therefore shall be furnished to the claimant before the end of the initial ninety (90) day period. In no event shall such extension exceed ninety (90) days.

The notice shall be written in a manner calculated to be understood by the applicant and shall include:

- (a) The specific reason or reasons for the denial;
- (b) Specific references to the pertinent Plan provisions on which the denial is based;

(c) A description of any additional material or information necessary for the applicant to perfect the claim and an explanation of why such material or information is necessary; and

(d) An explanation of the Plan's claims review procedures and the time limits applicable to such procedures, a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

9.10 *Appeal Process.* In the event a claim for benefits is denied or if the applicant has had no response to such claim within ninety (90) days of its submission (in which case the claim for benefits shall be deemed to have been denied), the applicant or his duly authorized representative, at the applicant's sole expense, may appeal the denial to the Plan Administrator or Fund Sponsor, as applicable, within sixty (60) days of written notice of denial or sixty (60) days from the date such claim is deemed to be denied. In pursuing such appeal, the applicant or his duly authorized representative:

(a) May request in writing that the Plan Administrator or Fund Sponsor, as applicable, review the denial;

(b) May review pertinent documents and have reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits, at no charge; and

(c) May submit issues and comments in writing.

The decision on review shall be made within sixty (60) days of receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. If such an extension of time is required, written notice of the extension shall be furnished to the claimant before the end of the original sixty (60) day period.

The decision on review shall be made in a written or electronic format, and presented in a manner calculated to be understood by the claimant, and shall include (a) the reasons for the denial, (b) specific references to the provisions of the Plan on which such denial is based, (c) a description of the claimant's right to, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits, (d) a description of any voluntary appeal procedures offered by the Plan, and (e) a statement of the claimant's right to bring a civil action under ERISA section 502(a). If the decision on review is not furnished within the time specified above, the claim shall be deemed denied on review.

ARTICLE X: Amendment and Termination

10.1 *Amendment and Termination.* While it is expected that this Plan will continue indefinitely, the Corporation reserves the right to amend, otherwise modify, or terminate

the Plan, or to discontinue any further contributions or payments under the Plan, by action of its Board. In the event of a termination of the Plan or complete discontinuance of Plan Contributions, the Corporation 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 and all Accumulation Accounts will be distributed, provided that the Employer does not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Treasury regulations.

10.2 *Limitation.* Notwithstanding the provisions of Section 10.1, the following conditions and limitations apply:

(a) No amendment will be made which will operate to recapture for the Corporation any contributions previously made under this Plan. However, Plan Contributions made based on a mistake of fact may be returned to the Corporation within one year of the date on which the Plan Contribution was made.

(b) No amendment will deprive, take away, or alter any then accrued right of any Participant insofar as Participant Plan Contributions, Matching Contributions and Discretionary Nonelective Contributions are concerned.

ARTICLE XI: Miscellaneous

11.1 *Plan Non-Contractual.* Nothing in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment with any Eligible Employer, and nothing in this Plan will be construed as a commitment on the part of an Eligible Employer to continue the employment or the rate of compensation of any person for any period, and all employees of the Eligible Employer 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 person, firm, or corporation, any legal or equitable right against the Corporation, an Employer, or any of their 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 at least 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 *Finality of Determination.* All determinations with respect to the crediting of Hours of Service under the Plan are made on the basis of the records of the Corporation, and all determinations made are final and conclusive upon Employees, former Employees, and

all other persons claiming a benefit interest under the Plan. Notwithstanding anything to the contrary contained in this Plan, there will be no duplication of Hours of Service credited to an Employee for any one period of his or her employment.

- 11.5 *Incorporation of Funding Vehicles.* The Plan, together with the terms of the Funding Vehicles, is intended to satisfy the requirements of section 403(b) of the Code and the Treasury regulations thereunder. The terms of each Funding Vehicle issued to a Participant in accordance with the provisions of Article IV are a part of the Plan as if fully set forth in the Plan document and the provisions of each are incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.
- 11.6 *Tax Withholding.* Participant Plan Contributions are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Participant Plan Contributions, which constitute wages under section 3121 of the Code). Any benefit payment under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code). A Participant and/or Beneficiary shall provide such information as the Corporation may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 11.7 *IRS Levy.* Notwithstanding Section 11.8, the Corporation may pay from a Participant's or Beneficiary's Accumulation Account the amount the Corporation finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to the 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.
- 11.8 *Non-Alienation of Retirement Rights or Benefits.* No benefit under the Plan may, at any time, be subject in any manner to alienation, encumbrance, the claims of creditors or legal process to the fullest extent permitted by law. No person will have power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree or order which establishes the rights of another person to all or a portion of a Participant's benefit under this Plan to the extent that it is a "qualified domestic relations order" under section 414(p) of the Code and as described in Section 11.9 below.
- 11.9 *Domestic Relations Orders.* If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provisions of child support, alimony payments, or the marital property of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a domestic relations law of any State, and is qualified as a "domestic relations order" by the Plan Administrator as set forth under section 414(p) of the Code, 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 Plan Administrator shall establish

reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

IN WITNESS WHEREOF, and as evidence of the adoption of this Plan by the Corporation, it has caused the same to be signed by its officers thereunto duly authorized as of the _____ day of _____, 2009.

THE JOHNS HOPKINS HOME CARE GROUP, INC.

By: _____

Title: _____

Schedule A
Eligible Employers

Johns Hopkins Pharmaquip
Johns Hopkins Pediatrics At Home
Johns Hopkins Home Health Service

Schedule B
Minimum Distribution Incidental Benefit Tables

TABLE I

<u>Excess of Age of Participant over Age of beneficiary</u>	<u>Applicable percentage</u>
10 years or less	100%
11.....	96%
12.....	93%
13.....	90%
14.....	87%
15.....	84%
16.....	82%
17.....	79%
18.....	77%
19.....	75%
20.....	73%
21.....	72%
22.....	70%
23.....	68%
24.....	67%
25.....	66%
26.....	64%
27.....	63%
28.....	62%
29.....	61%
30.....	60%
31.....	59%
32.....	59%
33.....	58%
34.....	57%
35.....	56%
36.....	56%
37.....	55%
38.....	55%
39.....	54%
40.....	54%
41.....	53%
42.....	53%
43.....	53%
44 and greater	52%

TABLE II

<u>Age of Participant in calendar year preceding Required Beginning Date</u>	<u>Maximum Years Remaining</u>
70.....	26.2
71.....	25.3
72.....	24.4
73.....	23.5
74.....	22.7
75.....	21.8
76.....	20.9
77.....	20.1
78.....	19.2
79.....	18.4
80.....	17.6
81.....	16.8
82.....	16.0
83.....	15.3
84.....	14.5
85.....	13.8
86.....	13.1
87.....	2.4
88.....	11.8
89.....	11.1
90.....	10.5
91.....	9.9
92.....	9.4
93.....	8.8
94.....	8.3
95.....	7.8
96.....	7.3
97.....	6.9
98.....	6.5
99.....	6.1
100.....	5.7
101.....	5.3
102.....	5.0
103.....	4.7
104.....	4.4
105.....	4.1
105.....	3.8
105.....	3.6
105.....	3.4
105.....	3.2

105.....	2.8
105.....	2.6
105.....	2.4
105.....	2.2
105.....	2.0
105 and older.....	1.8