

CSD RETIREMENT TRUST
MULTIPLE EMPLOYER 403(b) PLAN

Effective January 1, 2010

Restated Effective April 1, 2014

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INTRODUCTION

The Trustees of the CSD Retirement Plan Trust (the "Trust") established this multiple employer Section 403(b) plan, formerly known as the Cooperating School Districts of Greater St. Louis, Inc. Multiple Employer 403(b) Plan (the "Plan"), effective as of January 1, 2010. The Plan is designed to provide eligible employees of participating public school districts ("Participating Districts") with a means of saving funds for retirement pursuant to a tax-sheltered annuity arrangement described in Section 403(b) of the Internal Revenue Code of 1986. The Plan is a governmental plan as defined in Section 414(d) of the Internal Revenue Code.

The Plan is hereby restated effective as of April 1, 2014 to change the name of the Plan to the CSD Retirement Trust Multiple Employer 403(b) Plan and to incorporate the terms of the First, Second and Third Amendments to the Plan adopted by the Trustees in 2010, 2011 and 2014, respectively.

Each Participating District adopts this Plan and the Trust for the benefit of its eligible employees by executing a Participation Agreement. The written plan document required by Section 1.403(b)-3(b)(3) of the Income Tax Regulations includes this Plan document, the Agreement and Declaration of Trust, the Participation Agreements and the Individual Agreements which set out the terms of the Annuity Contracts and Custodial Accounts purchased to fund benefits under the Plan.

ARTICLE I

DEFINITION OF TERMS

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

1.1 "Account" means the account maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 "Account Balance" means the bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, a separate Account Balance may be maintained for each Beneficiary. The Account Balance includes any Roth Elective Deferral Account established under Section 2.9, any Account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the Account established for a Beneficiary after a Participant's death, and any Account or Accounts established for an alternate payee (as defined in Section 414(p)(8) of the Code).

1.3 "Annuity Contract" means a nontransferable contract, as defined in Section 403(b)(1) of the Code, that is issued by an insurance company qualified to issue annuities in Missouri and that includes payment in the form of an annuity.

1.4 "Beneficiary" means the designated person who is entitled to receive benefits under the Plan after the death of a Participant.

1.5 "Custodial Account" means the group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established to hold assets of the Plan.

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

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

1.8 "Contract Administrator" means a firm designated by the Trustees to provide administrative services for the Plan.

1.9 "CSD" means EducationPlus Resources Inc. (formerly Cooperating School Districts of Greater St. Louis, Inc.).

1.10 "Disabled" means an individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

1.11 "Effective Date" of this Plan is January 1, 2010. The effective date of this restatement is April 1, 2014. The effective date with respect to any Participating District is the date specified in such District's Participation Agreement.

1.12 "Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash Compensation. The term Elective Deferral shall include Roth Elective Deferrals as defined in Section 2.9.

1.13 "Employee" means each individual who is performing services for a Participating District as a common law employee of an Employer. This definition is not applicable unless the Employee's Compensation for performing services for an Employer is paid by the Employer. Each Employer's employment classification of a person shall be binding and conclusive for all purposes of the Plan and shall remain in effect regardless of any contrary classification or reclassification of such person by any other person or entity, including, without limitation, the Internal Revenue Service, the Department of Labor, or a court of competent jurisdiction.

1.14 "Employer" means each Participating District with respect to its Employees and Participants and their Beneficiaries, individually, or all Participating Districts, collectively, as dictated by the context of the Plan.

1.15 "Funding Vehicles" means the Annuity Contracts and/or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Trustees for use under the Plan.

1.16 "Includible Compensation" means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$245,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code for years after 2009, and increased (up to the dollar maximum) by any Compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.17 "Income Tax Regulations" means the U.S. Treasury regulations issued under the Code as now in effect or as hereafter amended. All citations to sections of the Income Tax Regulations are to such sections as they may from time to time be amended or renumbered.

1.18 "Individual Agreement" means the agreements between a Vendor and the Trustees that constitutes or governs a Custodial Account or an Annuity Contract and the agreements between the Contract Administrator and the Trustees.

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

1.20 "Participating District" means CSD and any public school district or public community college qualified as a political subdivision under the laws of the State of Missouri or Illinois or any other State approved by the Trustees in accordance with Section 6.1 of the Trust and any charter school established pursuant to the laws of the State of Missouri or Illinois law or other approved State that accepts the obligations of the Plan and the Trust through the execution of a Participation Agreement.

1.21 "Participation Agreement" means an agreement between the Trustees and a Participating District whereby the Participating District adopts the Plan and agrees to be bound by the rights and obligations as outlined in the Plan and the Trust.

1.22 "Plan" means the Section 403(b) retirement plan designated as the CSD Retirement Trust Multiple Employer 403(b) Plan (formerly the Cooperating School Districts of Greater St. Louis, Inc. Multiple Employer 403(b) Plan). The Plan is a multiple employer plan comprised of separate Section 403(b) plans maintained by each Participating District. With respect to each Participating District, the term Plan means the Section 403(b) plan maintained by the Participating District for the benefit of its Employees by the adoption of this document. The written Plan document is comprised of this Plan document, the Agreement and Declaration of Trust, the Participation Agreements and the Individual Agreements.

1.23 "Plan Sponsor" means the Trustees of the CSD Retirement Plan Trust.

1.24 "Plan Year" means the calendar year.

1.25 "Prior Plan" means any Section 403(b) plan maintained by a Participating District prior to its participation in the Plan.

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

1.27 "Severance from Employment" means that the Employee ceases to be employed by an Employer and any Related Employer that is eligible to maintain a Section 403(b) plan. A Severance from Employment also occurs on any date on which an Employee ceases to be an Employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., an employee

ceases to be an employee performing services for a public school but continues to work for the same State or local government employer).

1.28 "Trust" means the Agreement and Declaration of Trust creating the CSD Retirement Plan Trust and the sub-trust created thereunder for the Plan.

1.29 "Trustees" means the Trustees designated under the terms of the Trust.

1.30 "Vendor" means the provider of an Annuity Contract or Custodial Account.

1.31 "Year of Service" means, for purposes of determining Includible Compensation or Special Catch-Up Contributions, each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full year of service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of years of service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

ARTICLE II

PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility. Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

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

2.3 Information Provided by the Employee. Each Participant shall provide to the Contract Administrator at the time of initial enrollment, and later if there are any changes, any

information necessary or advisable for administration of the Plan, including any information required under the Individual Agreements.

2.4 Change in Elective Deferral Election. A Participant may revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary, in accordance with uniform rules established by the Plan Sponsor. The Plan Sponsor shall permit such changes at least once each calendar quarter. A change in investment direction shall take effect as of the date provided by the Plan Sponsor on a uniform basis for all Employees.

2.5 Contributions Made Promptly. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle as soon as administratively practicable following the end of the payroll cycle with respect to which such Elective Deferrals relate, and in any event within 15 business days following the end of the month in which the amounts would otherwise have been paid to the Participant.

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

2.7 Employer Contributions. The Employer may make discretionary nonelective contributions on behalf of one or more Participants in such amounts as the Employer may determine, subject to the limitations stated in Article III.

2.8 Vesting. All Accounts are 100% vested at all times.

2.9 Roth Elective Deferrals. Effective May 1, 2010, if an Employer elects to allow its Employees to make Roth Elective Deferrals, the Plan shall accept Roth Elective Deferrals made on behalf of such Employees. A Participant's Roth Elective Deferrals shall be allocated to a separate Account maintained for such deferrals. Except as specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

(a) A "Roth Elective Deferral" means an Elective Deferral that (1) is designated irrevocably by the Participant at the time of the Compensation reduction election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (2) is treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation reduction election.

(b) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for each Participant who elects to make Roth Elective Deferrals. The Plan shall maintain a record of the amount of Roth Elective Deferrals in each such Participant's account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to the Participant's Roth Elective Deferral Account and the Participant's other Accounts under

the Plan. No contributions other than Roth Elective Deferrals and earnings properly attributable thereto shall be credited to a Participant's Roth Elective Deferral Account.

ARTICLE III

LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation. Except as provided in Sections 3.2 and 3.3, the maximum amount of a Participant's Elective Deferral under the Plan for any calendar year shall not exceed the applicable dollar amount established under Section 402(g) of the Code, which is \$16,500 for 2010, and is adjusted for cost-of-living for years after 2010 to the extent provided under Section 402(g)(4) of the Code.

3.2 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service. Because each Employer is a qualified organization (within the meaning of Section 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1 for any "Qualified Employee" is increased by the least of:

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

For purposes of this Section 3.2, a "Qualified Employee" means an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

3.3 Age 50 Catch-up Elective Deferral Contributions. A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals is \$5,500 for 2010, and is adjusted for cost-of-living to the extent provided under the Code for years after 2010.

3.4 Coordination. Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up

contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Includible Compensation for the year.

3.5 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Article III, if the Participant is or has been a participant in one or more other plans under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Contract Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Contract Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of Section 3.2 only if the other plan is a Section 403(b) plan.

3.6 Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code for which the Participant provides information that is accepted by the Contract Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

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

3.8 Limitations on Aggregate Annual Additions. Except for age 50 catch-up contributions described in Section 3.5, the annual additions (as defined in Section 415(c)(2) of the Code) allocated to the Section 403(b) accounts of any Participant for any calendar year shall not exceed the lesser of (a) \$49,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code for years after 2009, or (b) 100% of the Participant's Includible Compensation for the calendar year. For this purpose, contributions made by an Employer to all Section 403(b) annuity contracts (which for purposes of this Section 3.8 include Section 403(b)(7) custodial accounts) for the Participant are treated as one Section 403(b) annuity contract and contributions received under all such contracts will be aggregated. In addition, contributions made for a Participant are aggregated to the extent applicable under Section 414(b)

and (c) of the Code (each as modified by Section 415(h) of the Code). If a Participant's annual additions under this Plan, or under this Plan and any other Section 403(b) plan maintained by the Participant's Employer, result in an excess annual addition for any year, the excess annual addition will be deemed to be the annual additions last allocated. The portion of any Section 403(b) contract that includes the excess annual additions attributable to this Plan fails to be a Section 403(b) annuity contract and the remaining portion of the contract is a Section 403(b) annuity contract. The issuer of the Section 403(b) annuity contract that includes the excess annual addition shall maintain a separate account for such excess annual addition for the year of the excess and for each year thereafter. The provisions of this Section 3.8 shall be interpreted and applied in all respects in accordance with the requirements of Section 415 of the Code and the Income Tax Regulations.

ARTICLE IV

LOANS

4.1 Loans. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. The Plan Sponsor shall establish a Loan Policy setting out the terms and conditions under which Plan loans will be allowed.

4.2 Maximum Loan Amount. No loan to any Participant shall be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of:

- (a) \$50,000, reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan on the date the loan is made (not taking into account any payments made during such one-year period); or
- (b) the greater of one-half of the value of the Participant's Account Balance or \$10,000.

For the purpose of this limitation, all loans from all plans of the Employer and any Related Employer are aggregated; provided, however, that aggregation shall not be applied so as to allow the amount of a loan from this Plan to exceed the amount that would otherwise be permitted in the absence of aggregation.

4.3 Loan Terms. Each loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan; provided that if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period may extend beyond five years. Repayment of any loan shall be through payroll withholding or through an

Automated Clearing House ("ACH") debit arrangement unless another method of repayment is authorized by the Loan Policy.

4.4 Information Coordination Concerning Loans. The Contract Administrator shall coordinate the limitations on loans set forth in Section 4.2, including collecting information from Vendors and transmitting information requested by Vendors concerning the outstanding balance of any loans made to a Participant. The Contract Administrator shall also collect information from and transmit information to Vendors concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with defaulted loans treated as taxable distributions.

ARTICLE V

BENEFIT DISTRIBUTIONS

5.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Except as permitted in the case of excess Elective Deferrals, withdrawal of amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in Section 72(t)(2)(G) of the Code, or termination of the Plan, distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. The Contract Administrator shall coordinate with the Vendors and the Employer as necessary to comply with the requirements of this Article V. Distributions may be made in the form of a Direct Rollover (as described in Section 5.7) or in such other forms of payment as may be available from the applicable Funding Vehicles.

5.2 Small Account Balances. Distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, provided that the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and that any such distribution complies with the requirements of Section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000). If the Account Balance of a Participant does not exceed \$1,000 at the time of his or her Severance from Employment, the Participant's entire Account Balance may be distributed in the form of a lump sum payment, without his or her consent.

5.3 Minimum Distributions. The Plan and each Individual Agreement shall comply with a reasonable and good faith interpretation of the minimum distribution requirements of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder, as modified by the Income Tax Regulations under Section 403(b) of the Code.

(a) For purposes of applying the distribution rules of Section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Section 1.408-8 of

the Income Tax Regulations, except as provided in Section 1.403(b)-6(e) of the Income Tax Regulations.

(b) Minimum distributions shall commence no later than the Participant's "Required Beginning Date", which is the first day of April following the later of (a) the calendar year in which the Participant attains age 70½ or (b) the calendar year in which the Participant retires from employment with the Employer. The required minimum distribution for the year the Participant attains age 70½ or retires may be made as late as the Required Beginning Date. The required minimum distribution for each other year, including the year that contains the Required Beginning Date, must be made by the end of such year; provided, however, that in the case of annuity payments, the second payment need not be made until the end of the next payment interval.

(c) The amount to be distributed each year, beginning with the calendar year the Participant attains age 70½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Account, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the Participant's age as of his or her birthday in the year. However, if the Participant's sole designated Beneficiary is his or her spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9, using the ages as of the Participant's and spouse's birthdays in the year.

(d) In the case of annuity payments, the Participant's benefit must be paid over (i) the life of the Participant or the lives of the Participant and his or her designated Beneficiary or (ii) a period certain not extending beyond the life expectancy of such Participant or the joint and last survivor expectancy of such Participant and his or her designated Beneficiary. Such distribution periods cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&A-1 and Q&A-4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

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

5.5 In-Service Distributions After Age 59½. A Participant may elect to receive a distribution of all or any portion of his or her Account after attaining age 59½.

5.6 Hardship Withdrawals.

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need.

(b) The following are the only financial needs considered immediate and heavy:

(1) expenses incurred or necessary for medical care, described in Section 213(d) of the Code, of the Participant, the Participant's spouse or dependents, or the Participant's primary Beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);

(2) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary Beneficiary;

(4) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(5) payments for funeral or burial expenses for the Participant's deceased parent, spouse, child or dependent, or the Participant's primary Beneficiary; and

(6) expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

(c) A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

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

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

(3) all plans maintained by the Employer provide that the Participant's Elective Deferrals will be suspended for six months after the receipt of the hardship distribution.

(d) The Contract Administrator shall coordinate with the Vendors and the Employer as necessary to comply with the requirements of this Section 5.6.

(e) Hardship withdrawals shall not be permitted from any portion of a Participant's Account attributable to Employer contributions and earnings thereon.

5.7 Rollover Distributions. A Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(a) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(b) The term "Distributee" includes a Participant, the Beneficiary of a deceased Participant, or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a Direct Rollover may be made only to an individual retirement account or annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. In this case the determination of any required minimum distribution under Section 401(a)(9) of the Code that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18.

(c) The term "Eligible Retirement Plan" includes a qualified plan described in Section 401(a) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract 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, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution.

(d) 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:

(1) 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 period of 10 years or more;

(2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(3) any hardship distribution;

(4) the portion of any other distribution that is not includible in gross income; and

(5) any distribution that is reasonably expected to total less than \$200 during a year.

(e) In the event of a mandatory distribution greater than \$1,000, in accordance with the provisions of Section 5.2 of the Plan, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly, the Plan Sponsor will direct payment of the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Sponsor. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the Participant's distribution attributable to any rollover contribution is included.

(f) The Vendor shall provide, within a reasonable time period before making an Eligible Rollover Distribution, an explanation to the Participant of his or her right to elect a Direct Rollover and the income tax withholding consequences of not electing a Direct Rollover.

(g) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan shall 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 IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

5.8 Distribution of Death Benefits. Upon the death of a Participant, distributions shall be made to the Participant's Beneficiary consistent with a reasonable and good faith interpretation of the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations. In the event no valid designation of Beneficiary exists, or if the Beneficiary is not alive at the time of the Participant's death, the death benefit shall be distributed to the person or persons determined under the rules of the applicable Individual Agreements or, if none, to the Participant's estate.

(a) If the Participant dies on or after the Required Beginning Date (as defined in Section 5.3) and distribution commenced in the form of annuity payments, the remaining portion of the Participant's interest will continue to be distributed under the annuity contract option chosen. Otherwise the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated Beneficiary, with such life

expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below if longer.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (3) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if distributions are being made over the period described in paragraph (3) below, over such period.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.

(4) The amount to be distributed each year under paragraph (1), (2) or (3), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraph (1), (2) or (3) and reduced by 1 for each subsequent year.

(b) If the Participant dies before the Required Beginning Date, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life or, if elected, in accordance with paragraph (3) below. If the surviving

spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

(4) The amount to be distributed each year under paragraph (1) or (2) or (3) is the quotient obtained by dividing the value of the Account (including any outstanding rollover or transfer) as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) and reduced by 1 for each subsequent year.

(c) If the Participant dies before the Required Beginning Date and distributions are made in the form of annuity payments, his or her entire interest will be distributed at least as rapidly as set out below. The interest in the annuity includes the amount of any outstanding rollover and transfer and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits.

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after required distributions commence, any remaining interest will continue to be distributed under the annuity contract option chosen.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) and reduced by 1 for each subsequent year.

5.9 In-Plan Roth Rollovers. A Participant or a Beneficiary who is the surviving spouse of a Participant who is eligible under the terms of the Plan to receive a distribution from an Account in this Plan that is not a Roth Elective Deferral Account may elect, in accordance with rules established by the Plan Sponsor or Contract Administrator, to have some or all of such Account rolled over within this Plan to an In-Plan Roth Rollover Account, provided that such in-Plan rollover satisfies the requirements to qualify as an Eligible Rollover Distribution from the Plan. An amount rolled over to an In-Plan Roth Rollover Account shall be included in the taxable income of the Participant or Beneficiary in the year the in-Plan Roth rollover occurs as if such amount had been distributed from the Plan in a taxable distribution. Thereafter, the In-Plan Roth Rollover Account shall be accounted for separately as any other designated Roth account within the Plan. A distribution that is rolled over in an in-Plan Roth direct rollover is not treated as a distribution for purposes of the loan provisions of the Plan.

ARTICLE VI

ROLLOVERS TO THE PLAN AND TRANSFERS

6.1 Eligible Rollover Contributions to the Plan. To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan (as such terms are defined in Section 5.7) may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall not accept a rollover contribution that includes after-tax employee contributions other than Roth Elective Deferrals. The Plan will accept rollovers to a Roth Elective Deferral Account only if all of the following requirements are satisfied: (a) The rollover is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code; (b) the rollover is permitted under the rules of Section 402(c) of the Code; and (c) the Vendor obtains information regarding the Participant's tax basis under Section 72 of the Code in the amount rolled over. The Vendor shall establish and maintain for the Participant a separate Account for any Eligible Rollover Distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan. The Plan Sponsor, in its sole discretion, may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if (a) the other plan provides for the direct transfer of assets; (b) the Participant is an Employee or former Employee of an Employer; (c) 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; and (d) the transferred amounts are subject to restrictions on distributions that are not less stringent than those imposed by the transferring plan. The Plan Sponsor and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan Sponsor or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies Section 403(b) of the Code.

6.3 Plan-to-Plan Transfers from the Plan. The Plan Sponsor, in its sole discretion, may permit the transfer of assets from the Plan to another plan that satisfies Section 403(b) of the Code in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3 only if (a) the other plan provides for the acceptance of plan-to-plan transfers; (b) each affected Participant is an employee or former employee of the employer (or the business of the employer) under the receiving plan; (c) 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; and (d) the transferred amounts are subject to restrictions on distributions that are not less stringent than those imposed by this Plan. Upon the transfer of assets under this Section 6.3, 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 Sponsor may require such documentation from the receiving plan as it deems appropriate or necessary to effectuate the transfer in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the receiving plan satisfies Section 403(b) of the Code.

6.4 Contract and Custodial Account Exchanges.

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements and uniform procedures established by the Plan Sponsor.

(b) An investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article II (referred to herein as an exchange) is not permitted unless authorized under rules established by the Plan Sponsor and unless the conditions in paragraphs (c) through (f) of this Section 6.4 are satisfied.

(c) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).

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

(e) The Employer enters into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Contract Administrator and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Contract Administrator of any hardship withdrawal under Section 5.6 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Contract Administrator or other Vendors concerning the Participant's or Beneficiary's Section 403(b) Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable the Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.6); and

(2) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other Annuity Contract or Custodial Account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.2, so that any such additional loan is not a deemed distribution under Section 72(p)(1) of the Code; and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(f) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(e) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(e)(1) and (2).

6.5 Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

ARTICLE VII

INVESTMENT OF CONTRIBUTIONS

7.1 Vendors and Funding Vehicles. Subject to the terms of the Trust, the Trustees shall have responsibility for selecting and contracting with one or more Vendors and Funding Vehicles authorized to receive contributions under the Plan and may add new Vendors and new Funding Vehicles or eliminate Vendors or Funding Vehicles from the Plan from time to time.

7.2 Manner of Investment. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts.

7.3 Exclusive Benefit. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for

any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.4 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contracts or Custodial Accounts in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under Article VI of the Plan and applicable Income Tax Regulations.

7.5 Current and Former Vendors. The Plan Sponsor shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Contract Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor that is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Contract Administrator and the Vendor shall coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

ARTICLE VIII

ADMINISTRATION

8.1 Plan Sponsor. The Trustees of the Trust shall serve as the Plan Sponsor. The Trustees shall have authority to delegate some or all of the duties of the Plan Sponsor to such individuals, committees or companies as the Trustees shall determine appropriate from time to time. Any delegation of duties assigned to the Plan Sponsor under the terms of this Plan shall be documented in a separate written agreement with the party accepting the responsibility. If a committee is designated, the committee shall act by a majority of its members either at a meeting or by written consent without a meeting.

8.2 Duties and Powers. The Plan Sponsor shall be responsible for coordinating the administration of the Plan according to its terms and consistent with the requirements of Section 403(b) of the Code. The Plan Sponsor shall allocate responsibility for compliance with such requirements among the Plan Sponsor, the Employers, the Contract Administrator and the Vendors as provided in the Plan and in the contracts with the Contract Administrator and the Vendors. These requirements include but are not limited to (a) determining whether an Employee is eligible to participate in the Plan; (b) determining whether contributions comply with the applicable limitations; (c) determining whether hardship withdrawals and loans comply with applicable requirements and limitations; (d) determining that any distributions, transfers, rollovers or purchases of service credit comply with applicable requirements and limitations; (e) maintaining a list of all Vendors under the Plan; (f) determining that the requirements of the Plan and Section 403(b) of the Code are properly applied; and (g) determining the status of domestic relations orders.

8.3 Discretionary Authority. The Plan Sponsor shall have full discretion and authority to interpret the Plan provisions and to decide all questions concerning the Plan. All interpretations, determinations and decisions of the Plan Sponsor for which there is a rational basis shall be final and legally binding on each Employer, Participant or Beneficiary, and all other persons or entities.

8.4 Advisors. The Plan Sponsor shall have the authority to hire third party administrators, consultants, agents, attorneys, accountants or other persons for such purposes as the Plan Sponsor considers necessary or desirable.

8.5 Administrative Rules and Procedures. The Plan Sponsor shall have authority to establish and enforce such rules, regulations and procedures as it shall deem necessary or proper for the efficient administration of the Plan. All such rules, regulations and procedures shall be binding on all Participating Districts and Participants.

8.6 Payment of Expenses. The reasonable expenses of the Plan Sponsor, including fees of any person or company retained to assist or advise the Plan Sponsor, shall be paid from the assets of the Trust or may be charged to the Employers, as determined by the Plan Sponsor from time to time. The Plan Sponsor may, in its sole discretion, allocate specific categories of Plan expenses to the accounts of the Participants or Beneficiaries to which the expenses are attributable. Plan expenses that are not specifically allocated and are not paid by the Employers shall be charged to the accounts of Participants and Beneficiaries in proportion to their respective Account Balances in the Trust.

ARTICLE IX

AMENDMENT AND PLAN TERMINATION

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

9.2 Amendment and Termination. The Trustees reserve the right to amend or terminate the Plan at any time in the manner prescribed in the Trust.

9.3 Distribution upon Termination of the Plan. Upon complete termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts shall be transferred or distributed; provided that, with respect to each Employer, distribution is permitted only if the Employer and any Related Employer on the date of termination do 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 Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations. If an Employer continues to maintain a Section 403(b) plan for the benefit of its Employees, such plan shall be treated as a continuation and successor of the Plan with respect to that Employer and the

Accounts of the Participants (including former Participants) of that Employer shall be included as accounts under such successor plan of the Employer.

ARTICLE X

MISCELLANEOUS

10.1 Non-Assignability. Except as provided in Sections 10.2 and 10.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

10.2 Domestic Relation Orders. If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance 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 Sponsor shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the qualified domestic relations order.

10.3 IRS Levy. The Plan Sponsor may authorize payment from a Participant's or Beneficiary's Account Balance the amount that the Plan Sponsor finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

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

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

and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

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

10.7 Procedure When Distributee Cannot Be Located. The Employer shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. If the Employer is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

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

10.9 Governing Law. The Plan will be construed, administered and enforced according to the Code and the laws of the State of Missouri.

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

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

ARTICLE XI

PARTICIPATING DISTRICTS

11.1 Adoption by Employers. With the consent of the Trustees, CSD, any public school district or public community college that qualifies as a political subdivision under the laws of the State of Missouri or Illinois or any other State approved by the Trustees in accordance with Section 6.1 of the Trust and any charter school established pursuant to the laws of the State of Missouri or Illinois or other approved State may adopt this Plan and all of the provisions hereof, and participate herein and be known as a Participating District, by a properly executed Participation Agreement evidencing said intent and will of such Participating District. The Plan shall be adopted as a restatement and continuation of any Prior Plan maintained by the Participating District. To the extent required by law, the custodial accounts and annuity contracts established under any such Prior Plan shall be incorporated as part of the Plan of the Participating District.

11.2 Funding Vehicles. All Participating Districts shall be required to make all contributions, including Elective Deferrals, to the Funding Vehicles designated by the Plan Sponsor as Funding Vehicles under the Plan. A Funding Vehicle may, but shall not be required to, commingle, hold and invest as one Plan fund all contributions made by Participating Districts, as well as all increments thereof.

11.3 Designation of Agent. Each Participating District shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Vendors of the approved Funding Vehicles, each Participating District shall be deemed to have irrevocably designated the Trustees as its agent, unless the context of the Plan clearly indicates the contrary.

11.4 Employee Transfers. In the event an Employee is transferred between Participating Districts, the Employee shall be treated in the same manner as other Employees of the Participating District to which the Employee is transferred. No such transfer shall effect a Severance from Employment hereunder.

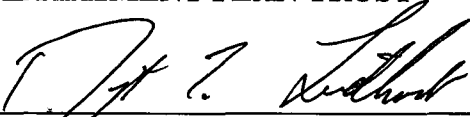
11.5 Participating District Contributions. Contributions to the Plan shall be determined and allocated separately for the Employees of each Participating District, and shall be paid to and held by the Funding Vehicles for the exclusive benefit of the Employees of such Participating District and the Beneficiaries of such Employees, subject to all the terms and conditions of this Plan and the Trust. The Contract Administrator shall keep separate books and records concerning the affairs of each Participating District hereunder and as to the accounts and credits of the Employees of each Participating District.

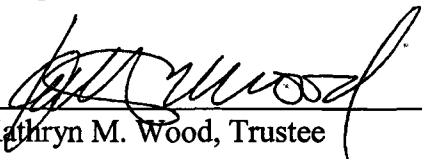
11.6 Amendment. In adopting the Plan, each Participating District consents to the authority of the Trustees to amend the Plan and the Trust in the manner prescribed in the Trust.

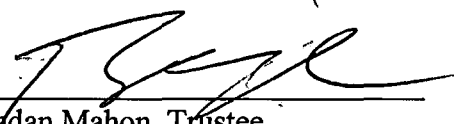
11.7 Discontinuance of Participation. Any Participating District shall be permitted to discontinue or revoke its participation in the Plan and the Trust at any time by providing 30 days advance written notice to the Trustees and the Contract Administrator. By revoking its participation, the withdrawing Employer agrees that its Section 403(b) plan shall cease to be part of this multiple employer Plan and shall cease to be governed by the terms of this document. The withdrawing Employer shall adopt a successor plan as a continuation of the Plan for its Employees and shall assume full responsibility for administration and compliance of such successor plan. All Plan Accounts of the Participants (including terminated former Participants and Beneficiaries) of the withdrawing Employer shall be included as accounts under the Employer's successor plan and the Plan Sponsor and Contract Administrator shall cease to have responsibility for compliance of such Accounts. However, any Accounts held in Funding Vehicles through the Trust shall continue to be held in such Funding Vehicles, subject to all terms and conditions governing such Funding Vehicles, until the Participant requests distribution, transfer or exchange of such Accounts consistent with the requirements of the Employer's successor plan and Section 403(b) of the Code and the Income Tax Regulations. If a withdrawing Employer completely discontinues maintaining any Section 403(b) plan for its Employees, the Accounts of the Participants of the withdrawing Employer shall be distributed to the Participants or transferred to other Section 403(b) plans consistent with the requirements of Section 403(b) of the Code and the Income Tax Regulations.

IN WITNESS WHEREOF, the Trustees have caused this Plan to be executed this 21
day of May, 2014, effective as of April 1, 2014.

**TRUSTEES OF THE
CSD RETIREMENT PLAN TRUST**

By: 
Dwight L. Lindhorst, Trustee

By: 
Kathryn M. Wood, Trustee

By: 
Brendan Mahon, Trustee

