

Supplement to IRA, 403(b) and 457(b) Custodial Agreements



The updates below apply to the American Century Investments® custodial agreements for the following retirement accounts: SEP IRA, SARSEP IRA, SIMPLE IRA, 403(b) and 457(b).

Summary of change: A SIMPLE IRA may accept a rollover contribution from a Traditional IRA, a SEP IRA, a governmental 457(b), a qualified plan under 401(a) or a 403(b) plan after the Participant's 2-year participation period in the SIMPLE IRA, as reflected in the September 2016 IRS "List of Required Modifications" for SIMPLE IRAs.

Disclosure Statement and Custodial Agreement for SIMPLE IRA: Article I, page 17, replace current paragraph with the following:

The Custodian will accept cash contributions made on behalf of the Participant by the Participant's employer under the terms of a SIMPLE IRA plan described in Section 408(p). The Custodian will also accept transfers or rollovers from other SIMPLE IRAs of the Participant at any time. Additionally, beginning after December 18, 2015, and after the expiration of the 2-year period following the date the Participant first participated in the SIMPLE IRA, the Custodian will accept a rollover contribution from an eligible retirement plan. An eligible retirement plan is defined as a Traditional IRA under 408(a) or (b), a SEP IRA, a governmental 457(b) plan, a qualified plan under 401(a), or a 403(b) plan. No other contributions will be accepted by the Custodian.

Summary of change: The employer may authorize fee deduction from SEP, SARSEP and SIMPLE IRAs.

Disclosure Statement and Custodial Agreement for Traditional, Rollover, Roth, SEP and SARSEP IRA: Article VIII, Section 16: Taxes, Fees and Expenses, page 41, replace paragraph (d) with the following:

The Depositor or, for a SEP or SARSEP IRA, the Depositor's employer, may authorize the Custodian to pay other expenses incurred by the Depositor or the Depositor's employer out of the Custodial Account, including but not limited to fees of a registered investment Advisor for financial advisory services rendered to the Depositor with respect to the assets held in the Custodial Account and fees for the performance of other administrative services, including, for a SEP or SARSEP IRA, services performed by an administrator appointed by the Depositor's employer. The Depositor or, for a SEP or SARSEP IRA, the Depositor's employer, must specifically authorize the Custodian in writing, in a form and manner acceptable to the Custodian and Service Company, to pay such fees upon receipt of a statement from the Advisor or other service provider. The Custodian and Service Company shall not be required to inquire as to the actual performance of such services, the accuracy of the fee statement, the reasonableness of the fees for the services, or the regulation of such fees under federal or state law. The Custodian and Service Company shall be free from all liability to the Depositor, any Beneficiary, or any other person for the payment of, or the failure or refusal to pay, such fees.

Disclosure Statement and Custodial Agreement for SIMPLE IRA: Article VIII, Section 16: Taxes, Fees and Expenses, page 31, replace paragraph (d) with the following:

The Participant or Participant's employer may authorize the Custodian to pay other expenses incurred by the Participant or Participant's employer out of the Custodial Account, including but not limited to fees of a registered investment Advisor for financial advisory services rendered to the Participant with respect to the assets held in the Custodial Account and fees for the performance of other administrative services, including services performed by an administrator appointed by the Participant's employer. The Participant or Participant's employer must specifically authorize the Custodian in writing, in a form and manner acceptable to the Custodian and Service Company, to pay such fees upon receipt of a statement from the Advisor or other service provider. The Custodian and Service Company shall not be required to inquire as to the actual performance of such services, the accuracy of the fee statement, the reasonableness of the fees for the services, or the regulation of such fees under federal or state law. The Custodian and Service Company shall be free from all liability to the Participant, any Beneficiary, or any other person for the payment of, or the failure or refusal to pay, such fees.

Summary of change: Updates to custodial fee information

The Revised Content shown below replaces the existing content in the following documents as noted for each document.

- *Disclosure Statement and Custodial Agreement for Traditional, Rollover, Roth, SEP and SARSEP IRA: Fees That May Apply, page 19. Under SEP and SARSEP IRA Owner fees section, replace "Custodial fee" section.*
- *Disclosure Statement and Custodial Agreement for SIMPLE IRA: Fees That May Apply, page 13, replace "Custodial fee" section.*
- *403(b) Custodial Agreement: Questions and Answers, pages 3-4, replace "Is there a fee for my 403(b) custodial account?" section.*
- *Plan and Custodial Agreement for 457(b) Tax-deferred retirement plan: Article 10—Fees and expenses of the account, pages 17-18. Replace the second paragraph.*

Revised Content:

Your assets are held in a custodial account by the Custodian, State Street Bank and Trust Company. The applicable custodial fee noted below will be charged if your eligible investments at American Century Investments total less than \$10,000 at the time the fee is calculated.

- If your custodial account is invested in no-load shares or in R Class shares established through certain intermediary agreements with us, you will be charged \$15 *per fund* annually.
- If your custodial account is invested in load shares (excluding R Class shares established through certain intermediary agreements with us), you will be charged a \$15 annual fee.

The custodial fee is waived if your eligible investments total \$10,000 or more at the time the fee is calculated. We will calculate your total eligible investments on the business day prior to the second Friday of November each year. If your investments' total value is less than \$10,000 at that time, we will redeem shares on the second Friday of November to pay the fee. For custodial accounts first funded between August 1 and the second Friday in November, the fee calculation is delayed until the business day prior to the second Friday in February of the following calendar year. In such case, this may result in the deduction of two custodial fees during a calendar year (on the second Friday of February and the second Friday of November). No bill will be sent. If you prefer to prepay your custodial fee, call American Century Investments for details on prepaying the fee.

In determining your total eligible investments, we will include all personal accounts registered under your Social Security number. Personal accounts include individual, joint, UGMA/UTMA, personal trusts, Coverdell Education Savings Accounts, Traditional, Rollover, Roth, SEP, SARSEP and SIMPLE IRAs, 403(b) and governmental 457(b) custodial accounts, but no other retirement accounts. If you hold American Century Investments brokerage accounts, only assets from American Century Investments funds will be considered in the calculation of your eligible investments amount.

If you are a joint owner or custodian of an account listed under someone else's Social Security number, we will calculate those assets as part of that person's eligible investments, and not yours.

Additional Content for 403(b) and 457(b) custodial agreements:

- *403(b) Custodial Agreement: At the end of the above Revised Content, add the following:*
If your employer's 403(b) plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the custodial fee is waived if your employer has notified American Century Investments of the plan's ERISA status.
- *Plan and Custodial Agreement for 457(b) Tax-deferred retirement plan: At the end of the above Revised Content, add the following:*
The Custodian may substitute a different fee schedule at any time upon thirty (30) days' written notice to the Participant or Beneficiary.

Supplement to 403(b) and 457(b) Custodial Agreements



Effective February 1, 2014, the updates below will be made to the American Century Investments® custodial agreements for the following retirement accounts: 403(b) and 457(b).

Summary of change

American Century Investments® will add a target-date fund as the investment default fund. Assets may be invested in the target-date fund if client instructions are unclear, in the absence of investment instructions, or if a fund is no longer available for the account. The target-date fund will be based on the client's year of birth and an assumed retirement age of 65.

Changes to 403(b) and 457(b) Custodial Agreements:

American Century Investments 403(b) Custodial Agreement, Article II: Definitions, page 15, new paragraph D and delete current paragraph M (**Money Market Fund**).

American Century Investments Plan and Custodial Agreement 457(b) Tax-deferred retirement plan, Article II: Definitions, page 4, new paragraph 2.4 and delete current paragraph 2.13 (**Money Market Fund**).

Ancillary Fund means any mutual fund or registered investment company designated by American Century Investment Management, Inc., which is (i) advised, sponsored or distributed by a duly licensed mutual fund or registered investment company other than the Custodian, and (ii) subject to a separate agreement between American Century Investment Management, Inc. and such mutual fund or registered investment company, to which neither the Custodian nor American Century is a party; provided, however, that such mutual fund or registered investment company must be legally offered for sale in the state of the Employee's residence.

Changes to American Century Investments 403(b) Custodial Agreement Only

Article II: Definitions, page 15, replace current paragraph L with below.

Fund means any mutual fund or investment company registered under the Investment Company Act of 1940, as amended, which is advised, sponsored or distributed by American Century Investment Management, Inc. or any of its affiliated companies, that are authorized by American Century for the investment of contributions to the Plan. In addition, if so elected by the Employer and only for purposes of investing contributions to a Custodial Account, "Fund" shall also include any mutual fund investment options available under the Schwab Personal Choice Retirement Account® (PCRA) self-directed brokerage account option. Subject to the provisions of Article IV below, the term "Fund" may also include an Ancillary Fund.

Article IV: Investment of Contributions, section A. Purchase of Shares, Page 19, additions to paragraph 2 and new paragraph 3.

The Employee will specify his or her investment instructions for the initial investment of contributions to the Custodial Account at the same time he or she completes the Account Application for the Custodial Account, and such instructions will remain in effect until the Custodian receives new instructions in a form acceptable to the Custodian. However, if investment instructions for any contribution are not received from the Employee as required, or if any instructions received by the Custodian are incomplete or ambiguous in the judgment of the Custodian, the Custodian may continue to invest contributions to the Custodial Account in accordance with the Employee's most recent investment instructions (if any) until such incompleteness or ambiguity has been resolved to the Custodian's satisfaction; alternatively, the Custodian may return any contributions received for the Custodial Account to the Employee or Employer,

or may invest them in (1) a default Fund selected by the Employer for the Plan, if any, or (2) an Ancillary Fund, if one has been designated by American Century Investment Management, Inc., and Employee shall be deemed to have directed Custodian to invest such contributions accordingly until new instructions are provided by the Employee or until such incompleteness or ambiguity has been resolved. In any event, the Custodian will have no liability for interest or for loss or changes in investment values of Fund shares which occur pending the Employee's providing proper investment instructions or the resolution of such incompleteness or ambiguity (as the case may be).

The parties to this Agreement recognize and agree that American Century Investment Management, Inc. may from time-to-time designate an Ancillary Fund in which all or a portion of the contributions to a Custodial Account may be invested and reinvested. The parties to this Agreement further recognize and agree that the lack of investment instructions (or the provision of instructions that are incomplete or ambiguous) by Employee shall act as Employee's consent to the designation by American Century Investment Management, Inc. of an Ancillary Fund in which all or a portion of the Custodial Account may be invested or reinvested. Despite any contrary provision of this Agreement, neither the Custodian nor American Century has any discretion with respect to the designation of an Ancillary Fund.

Article IV: Investment of Contributions, section C. Change of Investments, page 20, additions to paragraph 4.

In the event that any Fund held in the Custodial Account is liquidated or is otherwise made unavailable by the Distributor of such Fund as a permissible investment for the Custodial Account hereunder, the liquidation or other proceeds of such Fund shall be invested in accordance with the instructions of the Employee. If the Employee does not give such instructions, or if such instructions are unclear or incomplete in the opinion of the Custodian, the Custodian may invest such liquidation or other proceeds in such other Fund (including an Ancillary Fund if available) as the Distributor designates, and provided that the Distributor gives at least thirty (30) days advance notice to the Employee (or his or her Beneficiary, if Employee is deceased). In such case, neither the Distributor nor the Custodian will have any responsibility for such investment.

Changes to 457(b) Custodial Agreement Only

Article 5, Investment of account assets section, page 10, additions to paragraph 1 and new paragraph 2.

Each contribution to an Account shall be applied to the purchase of full and fractional Shares designated by the Participant and shall be credited to and held in such Account. In the event no direction is made, or if such direction is incomplete or unclear in the judgment of American Century, the Participant directs the Custodian to invest all contributions in an Ancillary Fund, if one has been designated by American Century Investment Management, Inc., until further direction is received. Contributions shall continue to be invested in such Ancillary Fund unless the Participant submits to the Custodian subsequent contrary instructions, in a form acceptable to the Custodian, to invest in another series of Shares. The Participant, or a Beneficiary for whom an Account has been established, may exchange a series of Shares for any other eligible Shares by submitting instructions in a form acceptable to the Custodian. A Participant, or a Beneficiary for whom an Account has been established, may change his or her investment direction or exchange Shares at any time, subject to any restrictions described in the prospectus for any Shares. All dividends and capital gain distributions received on the Shares held in the Account shall be reinvested in additional Shares, which shall be credited to such Account.

The parties to this Plan and Custodial Agreement recognize and agree that American Century Investment Management, Inc. may from time-to-time designate an Ancillary Fund in which all or a portion of the contributions to an Account may be invested and reinvested. The parties to this Plan and Custodial Agreement further recognize and agree that the lack of investment instructions (or the provision of instructions that are incomplete or unclear) by Participant shall act as Participant's consent to the designation by American Century Investment Management, Inc. of an Ancillary Fund in which all or a portion of the Account may be invested or reinvested. Despite any contrary provision of this Plan and Custodial Agreement, neither the Custodian nor American Century has any discretion with respect to the designation of an Ancillary Fund.

Plan and Custodial Agreement

457(b) Tax-deferred retirement plan

Read about the terms and conditions that govern your plan.

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457(b) Plan and Custodial Agreement

Article 1 — Introduction

The individual signing the accompanying application and State Street Bank and Trust Company, hereby establish this 457(b) Plan and Custodial Agreement. This Plan and Custodial Agreement is not binding upon the Custodian until the Participant has received a statement confirming the initial account set up and/or initial transaction for the Account. Receipt by the Participant of a confirmation of the initial account set up and/or initial purchase of the fund Shares will serve as notification of State Street Bank and Trust Company's acceptance of appointment as Custodian of the Participant's Account. As more fully described in Article 5, the Custodian shall invest all contributions in the Account as designated by the Participant.

Article 2 — Definitions

As used in this Plan, the following terms shall have the meaning hereinafter set forth, unless a different meaning is plainly required by the context:

- 2.1 **"Account"** shall mean any Account established under this Plan.
- 2.2 **"Account Balance"** shall mean the balance of the Account maintained with respect to each Participant that reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or losses on the Account's investments (net of Account expenses) allocable to the Participant, any transfers for the Participant's benefit and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any Account established under Article 4 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 Code Section 414(p)(8)].
- 2.3 **"American Century"** shall mean American Century Services, LLC.
- 2.4 **"Annual Deferral"** shall mean the amount of Compensation deferred in any Plan Year.
- 2.5 **"Application"** shall mean the Application by which this Plan, as amended from time to time, is adopted by the Participant and under which the Participant agrees to be bound by all the terms and conditions of the Plan and Custodial Agreement. The Application shall include a designation of Shares for investment and a designation of Beneficiary. The statements contained therein shall be incorporated into this Plan and Custodial Agreement.
- 2.6 **"Beneficiary"** shall mean:
- (a) the person or entity that is entitled to benefits under the Plan following the Participant's death; or
 - (b) an alternate payee as described in Section 1.457-10(c) of the Income Tax Regulations.
- 2.7 **"Code"** shall mean the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code and Income Tax Regulations issued thereunder are to such sections as they may from time to time be amended or renumbered.
- 2.8 **"Compensation"** shall mean 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 Plan Year, plus amounts that would be cash Compensation for services to the Employer includible in the Employee's gross income for the Plan Year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer Compensation under Article 3 of this Plan).

In order to be considered Compensation under this Plan, compensation must be paid or treated as paid to the Employee prior to the Employee's Severance from Employment from the Employer. Effective with respect to remuneration paid after December 31, 2008, this rule does not apply, however, to an Employee who does not currently perform services for the Employer by reason of qualified military service [as that term is used in Code Section 414(u)(1)] to the extent the Compensation is a "differential wage payment," as defined by

Code Section 3401(h)(2). The term "Post-Severance Compensation" shall mean any compensation paid to an Employee after the Employee's Severance from Employment. Notwithstanding the rule in the first sentence of this paragraph, effective with respect to Post-Severance Compensation paid to the Employee on or after January 1, 2008, Post-Severance Compensation shall be considered Compensation if:

- (1) it is paid by the later of 2½ months after the Employee's Severance from Employment or the end of the Plan Year that includes the date of Severance from Employment; and
- (2) it consists of payments that:
 - (i) would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer; and
 - (ii) are regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments.

Any payment not described in (2) above is not considered Compensation if paid after Severance from Employment, even if it is paid within the time period described in (1) above. For example, Compensation does not include severance pay, unfunded nonqualified deferred compensation, or parachute payments within the meaning of Code Section 280G(b)(2), if any such amounts are paid after Severance from Employment.

- 2.9 **"Custodian"** shall mean State Street Bank and Trust Company, or any successor thereto.
- 2.10 **"Employee"** shall mean each natural person, whether appointed or elected, who is employed by the Employer as a common-law Employee, excluding any Employee who is included in a unit of Employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.
- 2.11 **"Employer"** shall mean the Employer named in the Application and Salary Reduction Agreement, which shall be a State, a political subdivision of a State, or an agency or instrumentality of a State. For purposes of this Plan, the definition of State shall include the District of Columbia.
- 2.12 **"Includible Compensation"** shall mean an Employee's actual wages in box 1 of Form W-2 for a Plan Year for services to the Employer, but subject to a maximum of \$245,000 [or such amount as may apply under Code Section 401(a)(17)] and increased (up to the dollar maximum) by any Compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer Compensation under Article 3 of this Plan).
- 2.13 **"Money Market Fund"** shall mean a Share selected by American Century that seeks to maintain a \$1 share price by investing in high-quality (two highest short-term categories), very short-term (60 days or less weighted average maturity) debt obligations of banks, governments, and corporations.
- 2.14 **"Normal Retirement Age"** shall be age 62.
- 2.15 **"Participant"** shall mean an individual who is currently deferring Compensation, or who has previously deferred Compensation, under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.
- 2.16 **"Plan"** shall mean the Plan and Custodial Agreement established by the Participant in the form hereof, including the Application, designation of Beneficiary for death benefits, and Salary Reduction Agreement executed by the Participant.
- 2.17 **"Plan Year"** shall be the calendar year.
- 2.18 **"Salary Reduction Agreement"** shall mean an agreement between the Employer and the Employee pursuant to which the Employer shall reduce the Employee's Compensation by a designated amount or percentage and contribute such amount to the Employee's Account. The statements contained therein shall be incorporated into this Plan. The Salary Reduction Agreement must be entered into before the first day of the month in which the salary is paid or made available, or, in the case of a new Employee, on or before the first day on which the Employee performs services for the Employer.

- 2.19 **“Severance from Employment”** shall mean the date that the Participant dies, retires, or otherwise has a Severance from Employment with the Employer, subject to any guidance or regulations issued under the Code.
- 2.20 **“Shares”** shall mean any series of mutual funds offered by American Century or any of its affiliated companies that are authorized by American Century for the investment of contributions to the Plan.

Article 3 – Participation and contributions

- 3.1 **Eligibility.** Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.
- 3.2 **Election required for participation.** An Employee may elect to become a Participant by executing a Salary Reduction Agreement to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Employer. Any such election shall remain in effect until a new election is filed.
- 3.3 **Commencement of participation.** An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a Salary Reduction Agreement pursuant to Section 3.2. Such Agreement shall become effective no earlier than the calendar month following the month in which the Agreement and Application are completed and filed. A new Employee may defer Compensation payable in the calendar month during which he or she first becomes an Employee if an Agreement providing for the deferral is entered into on or before the first day on which he or she performs services for the Employer. The Custodian shall open and maintain one or more Accounts for the Participant to which all contributions shall be credited.
- 3.4 **Information provided by the participant.** Each Employee enrolling in the Plan should provide to the Custodian at the time of initial enrollment, and later if there are any changes, any information deemed necessary or advisable by the Custodian. In addition, each Employee shall notify his or her Employer if the Employee is a participant in any other eligible plan under Code Section 457(b).
- 3.5 **Contributions made promptly.** Annual Deferrals by the Participant under the Plan shall be transferred by the Employer to the Participant's Account within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for proper administration if the contribution is made to the Account within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.
- 3.6 **Amendment of Annual Deferrals election.** Subject to other provisions of the Plan, a Participant may at any time revise his or her Salary Reduction Agreement, including a change of the amount of his or her Annual Deferrals. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later.
- 3.7 **Leave of absence.** Unless a Salary Reduction Agreement is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.
- 3.8 **Disability.** A disabled Participant may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

Article 4 – Contributions

- 4.1 **Receipt of contributions.** All Annual Deferrals shall be made in cash. The Custodian shall accept and hold in a Participant's Account such contributions as it may receive from time to time and shall invest such contributions in the series of Shares most recently designated by the Participant in accordance with Article 5 of this Plan. The Participant shall be the beneficial owner of all Shares held in or credited to his or her Accounts and shall be fully vested in such Accounts at all times.
- 4.2 **Employer contributions.** The Employer shall make contributions to the Participant's Account in accordance with the Salary Reduction Agreement and any other plan maintained by the Employer as authorized under Section 14.8.
- 4.3 **Basic annual limitation.** The maximum amount of the Annual Deferrals under the Plan for any Plan Year shall not exceed the lesser of (a) the Applicable Dollar Amount or (b) the Participant's Includible Compensation for the Plan Year. The Applicable Dollar Amount is the amount established under Code Section 457(e)(15), which is \$16,500 for 2011 and may be adjusted for cost-of-living after 2011 to the extent provided under Code Section 415(d).

- 4.4 **Age-50 catch-up annual deferral contributions.** A Participant who will attain age 50 or more by the end of the Plan Year is permitted to elect an additional amount of Annual Deferrals, up to the maximum dollar amount of the age-50 catch-up Annual Deferral for the Plan Year. The maximum dollar amount of the age-50 catch-up Annual Deferral for a Plan Year is the amount established under Code Section 414(v), which is \$5,500 for 2011 and may be adjusted for cost-of-living after 2011 to the extent provided under the Code.
- 4.5 **Special Section 457 catch-up limitation.** If the applicable Plan Year is one of a Participant's last three (3) Plan Years ending before the Plan Year in which the Participant attains Normal Retirement Age, and the amount determined under this Section 4.5 exceeds the amount computed under Sections 4.3 and 4.4, then the Annual Deferral limit under this Article 4 shall be the lesser of:
- (a) An amount equal to two (2) times the Section 4.3 Applicable Dollar Amount for such Plan Year; or
 - (b) The sum of:
 - (1) An amount equal to
 - (A) the aggregate Section 4.3 limit for the current Plan Year plus each prior Plan Year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus
 - (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such Plan Years, plus
 - (2) An amount equal to
 - (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior Plan Year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 4.4 and 4.5), minus
 - (B) the aggregate contributions to Pre-2002 Coordination Plans for such Plan Years, as defined in Section 4.6(c).

However, in no event can the deferred amount be more than the Participant's Compensation for the Plan Year.

- 4.6 **Special rules.** For purposes of this Article 4, the following rules shall apply:
- (a) Participant covered by more than one eligible plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article 4.
 - (b) Pre-participation plan years. In applying Section 4.5, a Plan Year shall be taken into account only if
 - (1) the Participant was eligible to participate in the Plan during all or a portion of the Plan Year and
 - (2) Compensation deferred, if any, under the Plan during the Plan Year was subject to the Basic Annual Limitation described in Section 4.3 or any other plan ceiling required by Code Section 457(b).
 - (c) Pre-2002 coordination plan years. For purposes of Section 4.5(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, Code Section 408(p) SIMPLE retirement account, or any plan under which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any Plan Year are only taken into account for purposes of Section 4.5(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that Plan Year.
 - (d) Disregard excess deferral. For purposes of Sections 4.3, 4.4 and 4.5, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 4.7. To the extent that the combined deferrals for pre-2002 Plan Years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior Plan Years.

- 4.7 **Correction of excess deferrals.** If the Annual Deferral on behalf of a Participant for any Plan Year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any Plan Year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b), then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value allocable thereto), shall be distributed to the Participant. Upon the receipt of a request from the Participant in a form acceptable to the Custodian, the Custodian shall distribute to such Participant from his or her Account the amount of such excess deferral and the net income attributable thereto.
- 4.8 **Protection of persons who serve in a uniformed service.** A Participant whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five (5) years following the date employment resumes [or, if sooner, for a period equal to three (3) times the period of the qualified military service].
- 4.9 **Eligible rollover contributions to the plan.**
- (a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request, in the form and manner acceptable to the Custodian, to have all or a portion of the eligible rollover distribution paid to the Plan in cash or Shares. The Custodian may require such documentation from the distributing plan as it deems necessary to effect the rollover in accordance with Code Section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code Section 402(c)(8)(B).
 - (b) For purposes of Section 4.9(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten (10) years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Participant, or (3) any portion of any other distribution that is a required minimum distribution under Code Section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a) or 403(b), or an eligible governmental plan described in Code Section 457(b).
 - (c) The Custodian shall establish and maintain for the Participant a separate Account for any eligible rollover distribution paid to the Plan.
- 4.10 **Transfers to the plan from other 457 plans.** A Participant who is a participant in another eligible governmental plan under Code Section 457(b) may request, in the form and manner acceptable to the Custodian, to transfer assets, in cash or Shares, to the Plan as provided in this Section 4.10. Such a transfer is permitted only if the other plan provides for the direct transfer of the Participant's interest therein to the Plan. The Custodian may require such documentation from the other plan as it deems necessary to effect the transfer in accordance with Code Section 457(e)(10) and Section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in Section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under this Article 4.
- 4.11 **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 Plan Year after the payment of the contribution, and upon the Custodian's receipt and approval of a proper request, the amount of the mistaken contribution (adjusted for any income or loss in value allocable thereto) shall be returned directly to the Participant or the Employer.

4.12 Roth Elective Deferrals.

(a) General Application

- (1) This Article 4.12 will apply to contributions beginning no earlier than the first day of the first taxable Plan Year beginning on or after January 1, 2011.
- (2) As of the effective date under Section 4.12(a)(1), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate Account maintained for such Deferrals as described in subsection (b).
- (3) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as elective deferrals for all purposes under the Plan.

(b) Separate Accounting.

- (1) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral Account maintained for each Participant.
- (2) The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's Account.
- (3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral Account and the Participant's other Accounts under the Plan.
- (4) No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral Account.

(c) Direct Rollovers

- (1) Notwithstanding Section 6.11, a direct rollover of a distribution from a Roth Elective Deferral Account under the Plan will 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.
- (2) Notwithstanding Section 4.9, the Plan will accept a rollover contribution to a Roth Elective Deferral Account only if it is:
 - (i) 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; or
 - (ii) An in-plan Roth rollover made in accordance with Section 6.18.
- (3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a Plan Year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a Plan Year.
- (4) The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution are applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(d) Correction of Excess Contributions

- (1) In the case of a distribution of excess contributions, a Participant may designate the extent to which the excess amount is composed of pre-tax elective deferrals and Roth Elective Deferrals but only to the extent such types of deferrals were made for the Plan Year.

(2) If the Participant does not designate which type of elective deferral is to be distributed, the Plan will distribute Roth Elective Deferrals first.

(e) Definition of Roth Elective Deferrals

(1) A Roth Elective Deferral is an elective deferral that is:

- (i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the Plan; and
- (ii) 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 cash or deferred election.

Article 5 – Investment of account assets

Each contribution to an Account shall be applied to the purchase of full and fractional Shares designated by the Participant and shall be credited to and held in such Account. In the event no direction is made, the Custodian will invest all contributions in Shares of a Money Market Fund until further notice is received. Contributions shall continue to be invested in such Fund unless the Participant submits to the Custodian subsequent contrary instructions, in a form acceptable to the Custodian, to invest in another series of Shares. The Participant, or a Beneficiary for whom an Account has been established, may exchange a series of Shares for any other eligible Shares by submitting instructions in a form acceptable to the Custodian. A Participant, or a Beneficiary for whom an Account has been established, may change his or her investment direction or exchange Shares at any time, subject to any restrictions described in the prospectus for any Shares. All dividends and capital gain distributions received on the Shares held in the Account shall be reinvested in additional Shares, which shall be credited to such Account.

Article 6 – Distribution of benefits

- 6.1 **Benefit distributions at retirement or other severance from employment.** Upon retirement or other Severance from Employment (other than due to death), a Participant is entitled to receive a distribution of his or her Account Balance under any form permitted under Section 6.3 commencing on the date elected under Section 6.2. The Custodian shall continue to maintain the Participant's Account until it receives an election to commence benefit payments under Section 6.2 and the Account is fully distributed.
- 6.2 **Election of benefit commencement date.** A Participant may elect to commence distribution of benefits at any time after retirement or other Severance from Employment by filing a request with the Custodian, in a form acceptable to the Custodian, before the date on which benefits are to commence. The Participant shall be provided all forms and notices required under the Plan and the Code and shall be allowed to waive any required waiting period prior to any distribution from the Plan. However, in no event may distribution of benefits commence later than the date described in Section 6.7. Benefits shall be paid in cash or in Shares, as directed by the Participant or Beneficiary.
- 6.3 **Forms of distribution.** In an election to commence benefits under Section 6.2, a Participant or Beneficiary entitled to a distribution of benefits under this Article 6 may elect to receive payment in any of the following forms of distribution:
- (a) a lump-sum payment, or
 - (b) monthly, quarterly, semiannual or annual installments, subject to the requirements in Section 6.7.
- 6.4 **Death benefit distributions.**
- (a) If the Participant dies before his or her Required Beginning Date, as defined in Section 6.7(a), the following rules apply:
 - (1) If the Beneficiary is the Participant's surviving spouse, distribution to the surviving spouse shall begin no later than the later of (A) December 31 of the Plan Year in which the Participant would have attained age 70½ and (B) December 31 of the Plan Year following the Plan Year of the Participant's death. The undistributed portion of the Account shall be distributed to the surviving spouse in annual installment payments calculated in a manner similar to that provided for in Section 6.7(b) over the spouse's life expectancy using the Single Life Table in Section 1.401(a)(9)-9, A-1 of the Income Tax Regulations for the spouse's age on the spouse's birthday for that Plan Year.

- (2) If the Beneficiary is not the Participant's surviving spouse and is a natural person, distribution shall begin no later than December 31 of the Plan Year following the Plan Year of the Participant's death. The undistributed portion of the Account shall be distributed to the Beneficiary in annual installment payments calculated in a manner similar to that provided for in Section 6.7(b). The distribution period shall be the Beneficiary's life expectancy determined in the Plan Year following the Plan Year of the Participant's death using the Single Life Table in Section 1.401(a)(9)-9, A-1 of the Income Tax Regulations for the Beneficiary's age on the Beneficiary's birthday for that Plan Year, reduced by one for each Plan Year that has elapsed after that Plan Year.
- (3) If neither Section 6.4(a)(1) nor Section 6.4(a)(2) applies, then commencing in the Plan Year following the Plan Year of the Participant's death, the Participant's Account Balance shall be paid to the designated Beneficiary in a lump sum or installments provided the entire Account Balance is distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (b) If the Participant dies on or after his or her Required Beginning Date, as defined in Section 6.7(a), the following rules apply:
- (1) If the Beneficiary is the Participant's surviving spouse, distribution to the surviving spouse shall begin no later than December 31 of the Plan Year following the Plan Year of the Participant's death. The undistributed portion of the Account shall be distributed to the surviving spouse in annual installment payments calculated in a manner similar to that provided for in Section 6.7(b). The distribution period, using the Single Life Table in Section 1.401(a)(9)-9, A-1 of the Income Tax Regulations, shall be the longer of (A) the spouse's life expectancy for the spouse's age on the spouse's birthday for that Plan Year or (B) the remaining life expectancy of the Participant determined in the Plan Year in which the Participant died, reduced by one for each Plan Year that has elapsed after that Plan Year.
- (2) If the Beneficiary is not the Participant's surviving spouse and is a natural person, distribution shall begin no later than December 31 of the Plan Year following the Plan Year of the Participant's death. The undistributed portion of the Account shall be distributed to the Beneficiary in annual installment payments calculated in a manner similar to that provided for in Section 6.7(b). The distribution period, using the Single Life Table in Section 1.401(a)(9)-9, A-1 of the Income Tax Regulations, shall be the longer of (A) the Beneficiary's life expectancy determined in the Plan Year following the Plan Year of the Participant's death for the Beneficiary's age on the Beneficiary's birthday for that Plan Year, reduced by one for each Plan Year that has elapsed after that Plan Year or (B) the remaining life expectancy of the Participant determined in the Plan Year in which the Participant died, reduced by one for each Plan Year that has elapsed after that Plan Year.
- (3) If neither Section 6.4(b)(1) nor Section 6.4(b)(2) applies, then commencing in the Plan Year following the Plan Year of the Participant's death, the Participant's Account Balance shall be paid to the designated Beneficiary in annual installment payments over the remaining life expectancy of the Participant, using the Single Life Table in Section 1.401(a)(9)-9, A-1 of the Income Tax Regulations, determined in the Plan Year in which the Participant died, reduced by one for each Plan Year that has elapsed after that Plan Year.

6.5 **Amount of account balance.** Except as provided in Section 6.7, the amount of any payment under this Article 6 shall be based on the Account Balance on the date of payment.

6.6 **Revocation of prior election.** Any election made under this Article 6 may be revoked at any time.

6.7 **Latest distribution date.**

- (a) Required distribution. Except as otherwise provided under Code Section 401(a)(9)(H) and any guidance issued thereunder, in no event shall any distribution under this Article 6 begin later than the Required Beginning Date, which is the later of (1) April 1 of the Plan Year following the Plan Year in which the Participant attains age 70½ or (2) April 1 of the Plan Year following the Plan Year in which the Participant retires or otherwise has a Severance from Employment. If distributions commence in the Plan Year following the later of the Plan Year in which the Participant attains age 70½ or the Plan Year in which the Severance from Employment occurs, (1) the distribution on the date that distribution commences must be equal to what the annual installment payment would have been for the Plan Year that the Participant had a Severance from Employment, determined under Section 6.7(b) and (2) an amount equal to the annual installment payment for the Plan Year after Severance from Employment determined under Section 6.7(b) must also be paid before the end of the Plan Year of commencement.

- (b) Payment amount. The minimum required payment amount in any Plan Year shall be determined by multiplying the Account Balance by a fraction equal to one divided by the distribution period set forth in the Uniform Lifetime Table at Section 1.401(a)(9)-9, A-2 of the Income Tax Regulations for the Participant's age on the Participant's birthday for that Plan Year. The Account Balance for this calculation (other than the final installment payment) is the Account Balance as of the end of the Plan Year prior to the Plan Year for which the distribution is being calculated. Payments shall commence on the date elected under Section 6.2. For any Plan Year, the Participant can elect distribution of a greater amount (not to exceed the amount of the remaining Account Balance) in lieu of the amount calculated using this formula. At the Participant's election, this minimum required payment amount can be made in monthly, quarterly, semiannual, or annual installments.
- (c) Notwithstanding anything to the contrary in this Section 6.7, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. In addition, notwithstanding anything to the contrary in Section 6.11, and solely for purposes of applying the direct rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs will be treated as eligible rollover distributions.

6.8 **In-service distributions from rollover account.** If a Participant has a separate Account attributable to rollover contributions to the Plan, at any time the Participant may elect to receive a distribution of all or any portion of the amount held in the rollover Account.

6.9 **Unforeseeable Emergency Distribution.**

- (a) Distribution. If the Participant has an unforeseeable emergency before retirement or other Severance from Employment, the Participant may elect to receive a lump-sum distribution equal to the amount requested or, if less, the maximum amount permitted to be distributed under this Section 6.9.
- (b) Definition of unforeseeable emergency. An unforeseeable emergency is defined as a severe financial hardship of the Participant or Beneficiary resulting from:
 - (1) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent [as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), or (d)(1)(B)];
 - (2) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);
 - (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent [as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), or (d)(1)(B)]; or
 - (4) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 6.9, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.
- (c) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved:
 - (1) through reimbursement or compensation from insurance or otherwise;
 - (2) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
 - (3) by cessation of deferrals under the Plan.

- (d) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

6.10 **In-service distributions for certain Account Balances of \$5,000 or less.** A Participant who is an active Employee of the Employer may elect, in a form and manner acceptable to the Custodian, to receive a lump-sum distribution of the total Account Balance if:

- (a) the total Account Balance not attributable to rollover contributions does not exceed \$5,000 [or the dollar limit under Code Section 411(a)(11), if greater];
- (b) the Participant has not previously received an in-service distribution of the total amount payable to the Participant under this Section 6.10; and
- (c) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.

6.11 **Rollover distributions.**

- (a) A Participant, the surviving spouse of a Participant [or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)], or a non-spousal Beneficiary who is entitled to an eligible rollover distribution may elect, at the time and in the manner prescribed by the Custodian, to have all or any portion of the distribution paid directly to an eligible retirement plan specified by that person in a direct rollover.
- (b) For purposes of this Section 6.11, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include
 - (1) any installment payment under Section 6.3 for a period of ten (10) Plan Years or more, or 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary,
 - (2) any distribution made under Section 6.9 as a result of an unforeseeable emergency, or
 - (3) any portion of any other distribution that is a required minimum distribution under Code Section 401(a)(9). However, this Section 6.11(b)(3) shall not apply to a distribution that would have been a required minimum distribution if not for Code Section 401(a)(9)(H) and any guidance issued thereunder.
- (c) For purposes of non-spousal beneficiaries under this Section 6.11, effective on and after January 1, 2007, an eligible retirement plan means an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b). For purposes of all other persons entitled to an eligible rollover distribution, an eligible retirement plan shall have the same meaning as under the previous sentence but shall also include a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a) or 403(b), or an eligible governmental plan described in Code Section 457(b) that accepts the eligible rollover distribution.

Effective on and after January 1, 2008, the term eligible retirement plan in this Section 6.11 shall also include a "Roth IRA," as described in Code Section 408A(b).

6.12 **Transfers to other 457 plans.**

- (a) Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of Code Section 457(b) and Section 1.457-2(f) of the Income Tax Regulations. A transfer is permitted under this Section 6.12(a) for a Participant only if the Participant has had a Severance from Employment with the Employer and is an employee of the entity that maintains the other eligible governmental plan. Such election must be filed with the Custodian in a form and manner acceptable to the Custodian. Further, a transfer is permitted under this Section 6.12(a) only if the other eligible governmental 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) Upon the transfer of assets under this Section 6.12, 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 Custodian may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.12 or to effect the transfer pursuant to Section 1.457-10(b) of the Income Tax Regulations.

6.13 Permissive service credit transfers.

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan [as defined in Code Section 414(d)] that provides for the acceptance of plan-to-plan transfers directed by the Participant, then the Participant may elect to have any portion of his or her Account Balance transferred to the defined benefit governmental plan. Such election must be filed with the Custodian in a form and manner acceptable to the Custodian. A transfer under this Section 6.13(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under section 6.13(a) only if the transfer is for either the purchase of permissive service credit [as defined in Code Section 415(n)(3)(A)] under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

6.14 Designation of beneficiary.

- (a) At any time and from time to time, each Participant shall have the right, by written notice on a form acceptable to the Custodian, to designate one or more Beneficiaries or to change a Beneficiary designation. This right shall also extend to the Participant's Beneficiary upon the Participant's death.

A designation of Beneficiary form shall be deemed legally valid only when submitted to the Custodian fully completed and duly executed and shall take effect when received in a form acceptable to the Custodian. Any such designation may be revoked at any time and shall be automatically revoked upon receipt by the Custodian of a subsequent, valid designation of Beneficiary form bearing a later execution date.

- (b) If more than one Beneficiary shall have been designated, the amount of the benefit shall be paid to the Beneficiaries as provided in the designation of Beneficiary form; otherwise in equal parts. However, no part of any death benefit shall be paid to a Beneficiary who is not living at the time of the Participant's death. If any Beneficiary is then deceased, the parts to which the living Beneficiaries are entitled shall be increased proportionately. If a Beneficiary entitled to a distribution under the provisions of this Section 6.14 should die before receiving full distribution of the amount to which he is entitled, the provisions of the next following paragraph shall apply in the same manner as though the decedent were the Participant.
- (c) If no Beneficiary should survive the Participant, or all Beneficiaries renounce their rights to receive any benefit from the Account, or in the absence of a valid designation of Beneficiary in effect at the time of the Participant's death, the Custodian shall, upon receipt of a certified copy of the death certificate or other appropriate evidence of the fact of death satisfactory to the Custodian, make distribution of the deceased Participant's Account to the person(s) of the following class and in the following order of preference:
 - (1) the deceased Participant's spouse, but if no such spouse shall survive the Participant; then to
 - (2) the surviving natural and adoptive children of the deceased Participant, in equal shares per capita, but if there should be no surviving children; then to
 - (3) the deceased Participant's estate.
- (d) The Custodian may conclusively rely upon the accuracy of all matters reported to it by any source ordinarily presumed to be knowledgeable respecting the matters so reported. The Custodian shall have no higher duty than the exercise of reasonable care and shall incur no liability by reason of any action taken in reliance upon inaccurate or fraudulent information reported by any source assumed to be reliable, or by reason of incomplete information in its possession at the time of such distribution.

- (e) In the event of a divorce, if a former spouse has been designated as a Beneficiary of the Participant's Account, such designation is automatically revoked. Such former spouse may be subsequently designated as a Beneficiary but only in a new designation of Beneficiary executed by the Participant subsequent to the final decree of divorce and filed with the Custodian.
- (f) Except as described in (e) above, a Beneficiary designation will not be changed automatically and is not affected by any other executed documents or agreements such as, but not limited to, pre-nuptial agreements or other court orders, except as required by law or Section 6.16 below. Only Beneficiary designations duly executed, filed with and acceptable to the Custodian are valid and enforceable.

Any distribution from the Account of a deceased Participant may be made in cash or in Shares (or partly in each), at the direction of the Beneficiary, and shall be made upon receipt by the Custodian of information deemed by it sufficient upon which to base such distribution. The Custodian shall incur no liability respecting fluctuations in the value of the Account of a deceased Participant in the event of a delay of distribution occasioned by the Custodian's good faith decision to await additional evidence or information bearing on the Beneficiaries.

Upon full and complete distribution of the Participant's Account pursuant to the provisions of this Section 6.14, the Custodian shall be fully discharged from all liability respecting such Account. In the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account of the deceased Participant. All court costs, legal expenses, reasonable compensation for time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the deceased Participant's Account.

- 6.15 **Payments to minors and incompetents.** No distribution will be payable to a Participant or Beneficiary known by the Custodian to be a minor under the laws of his or her state of residence or otherwise under a legal disability unless and until the Custodian receives authorization and direction from the legal representative of such Participant or Beneficiary's interest in the Account who has authority to act on behalf of the Participant or Beneficiary with respect to such interest as appropriate under the laws of the state in which said Participant or Beneficiary resides, or, in the case of a minor Beneficiary, if there is no such legal representative, then from any parent of the Beneficiary or to another adult individual on behalf of the Beneficiary, provided such parent or other individual agrees and consents in writing to give such authorization and direction (and to accept any distribution made to him or her pursuant to such authorization and direction) only as fiduciary for the Beneficiary. Notwithstanding any contrary provision of the preceding sentence, if the Beneficiary is a minor under the laws of his or her residence, the Custodian may pay such distribution to a custodian for such Beneficiary under the Uniform Gift to Minors Act or Uniform Transfers to Minors Act, so long as such distribution is permitted by the laws of the state in which said Beneficiary resides. Such payment shall fully discharge the Custodian and American Century from further liability on account thereof.
- 6.16 **Transfers incident to divorce and domestic relations order.** 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. All or any portion of the Participant's interest in the Account transferred pursuant to a Domestic Relations Order shall be held as a separate Account for the benefit of such person or persons as directed in the Domestic Relations Order, and such person or persons shall have all the rights and powers over such Account that were vested in the Participant. A distribution to a Beneficiary who is an alternate payee under a Qualified Domestic Relations Order (as defined in Code Section 414(p)) may be made in advance of one of the qualifying events specified in Section 6.1 if such distribution is required under the Qualified Domestic Relations Order.
- 6.17 **Procedure when distributee cannot be located.** The Custodian shall make reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary, who is entitled to benefits under the Plan.

If the Custodian is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Custodian shall continue to hold the benefits due such person, subject to the unclaimed property laws of the applicable state to the extent not superseded by federal statutes.

- 6.18 **In-plan Roth rollovers.** Effective on and after January 1, 2011, a Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)), who is entitled to a distribution that is eligible for rollover under Article 6 may elect, at the time and in the manner prescribed by the Custodian, to take such a distribution from the Plan, other than from a designated Roth Account, and contribute such distribution in a qualified rollover contribution to the designated Roth Account maintained under the Plan for the benefit of the Participant, surviving spouse or alternate payee for whom the distribution is made. The conversion of non-Roth Accounts to Roth Accounts shall be done in compliance with Section 2112 of the Small Business Jobs Act of 2010 and related guidance issued thereunder, and Code Section 402A(c)(4).

Article 7 – Concerning the Custodian and participants' accounts

- 7.1 **The Custodian.** The Custodian, American Century and their affiliated companies, employees and agents shall not be responsible in any way for determining the Participant's permissible amount of contributions; the collection of contributions under this Plan; the selection, retention or disposition of the investments of the Accounts; any losses incurred because of a selected investment; the amount, character, timing, purpose, propriety, or tax consequences of any contribution or distribution, including but not limited to rollovers and transfers, made pursuant to Articles 4 and 6 hereof; or any other action taken or not taken at the Participant's or Beneficiary's request. The Participant and each Beneficiary shall at all times fully indemnify and save harmless the Custodian, American Century, their affiliates and successors and assigns from any liability arising from distributions so made or actions so taken or not taken and from any and all other liability whatsoever that may arise in connection with this Plan, except liability arising from the negligence or willful misconduct of the Custodian or American Century.

The Custodian shall be under no duty to take any action other than as herein specified with respect to an Account unless the Participant or Beneficiary shall furnish the Custodian with instructions in proper form and such instructions shall have been specifically agreed to by the Custodian. In addition, the Custodian shall be under no duty to defend or engage in any suit with respect to an Account unless the Custodian shall first have agreed in writing to do so and shall have been fully indemnified to the satisfaction of the Custodian.

The Custodian may conclusively rely upon and shall be protected in acting upon any written order from the Participant or Beneficiary or any other notice, request, consent, certificate, or other instrument or paper believed by it to be genuine and to have been properly executed, and so long as it acts in good faith, in taking or omitting to take any other action. Any such order or notification shall be provided in writing on an original document or, at the Custodian's discretion, may be provided by a copy thereof reproduced through photocopying, facsimile transmission or electronic transmission. For this purpose, the Custodian may (but is not required to) give the same effect to a verbal instruction or electronic communication as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such verbal instructions or electronic communication were, in fact, a written instruction. The Custodian shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If instructions are received that, in the opinion of the Custodian, are unclear, or are not given in accordance with this Plan and Custodial Agreement, the Custodian shall not be liable for loss of income or for appreciation or depreciation in the Account Balance during the period preceding the Custodian's receipt of written clarification of the instructions. Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Participant or a Beneficiary, the Custodian may, in its discretion, establish procedures pursuant to which the Participant or Beneficiary may delegate to a third party any and all of the Participant's or Beneficiary's powers and duties hereunder, provided, however, that in no event may anyone other than the Participant execute the Application by which this Plan is adopted or the form by which the Beneficiaries are designated.

The Custodian may appoint such agents, attorneys, or other parties (including American Century, any of its affiliates and/or persons in their employ) and delegate to such agents such ministerial and limited discretionary duties, including, but not limited to:

- (a) acceptance and investment of contributions;
- (b) maintenance on Participant's Account records and Beneficiary designations;
- (c) distribution of benefit payments; and
- (d) collection and remittance of fees.

- 7.2 **Participant's accounts.** All amounts of Annual Deferrals, all property and rights purchased with such amounts, and all income attributable to such amounts, property or rights shall be held and invested in the Participant's Accounts in accordance with this Plan and Custodial Agreement. All investments, amounts, property, and rights held in the Participant's Accounts shall be held for the exclusive benefit of the Participant and his or her Beneficiaries and defraying reasonable expenses of the Plan and Custodian. It shall be impossible, prior to the satisfaction of all liabilities with respect to the Participant and his or her Beneficiaries, for any part of the assets and income of the Participant's Accounts to be used for, or diverted to, purposes other than for the exclusive benefit of the Participant and his or her Beneficiaries, except as specifically provided in this Plan.
- 7.3 **Distributions.** Except as specifically provided in this Plan, distributions from an Account shall be made only upon the request of the Participant or Beneficiary; provided, however, that the Custodian is empowered to make a distribution absent such instruction if directed to do so pursuant to a court order and the Custodian shall in such event incur no liability for acting in accordance with such court order. In the event the Participant or Beneficiary directs a transfer or rollover of assets to or from the Account under Articles 4 or 6, the Custodian shall not be responsible for any losses the Participant may incur as a result of the timing of any transfer from or to another custodian or trustee that are due to circumstances reasonably beyond the control of the Custodian.

Article 8 – Reports of the custodian

The Custodian shall keep accurate and detailed records of all receipts, contributions, investments, disbursements and other transactions hereunder. The Custodian shall keep such records and file with the Internal Revenue Service such returns and other information concerning the Account as may be required of it under the Code and any regulations promulgated thereunder.

The Participant or Beneficiary and the Custodian shall furnish to each other such information relevant to the Account as may be required under the Code and any regulations issued, or forms adopted, by the Treasury Department thereunder. As soon as practicable after the close of each Plan Year, and whenever required by the Code, the Custodian shall deliver to the Participant or Beneficiary, if applicable, a written report reflecting receipts, disbursements and other transactions effected in the Account during such period and the fair market value of the assets and liabilities of the Account as of the close of such period. Unless the Participant or Beneficiary sends the Custodian written objection to a report within thirty (30) days of receipt, the Participant or Beneficiary shall be deemed to have approved such report, and the Custodian, American Century and their affiliates, officers, employees, attorneys and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties and obligations, or responsibilities as shown on, or reflected by, such report.

Article 9 – Voting and other action

American Century or any of its affiliated companies shall deliver, or cause to be delivered, either by mail or electronically, to the Participant or Beneficiary, if applicable, all notices, prospectuses, financial statements and other reports to shareholders, proxies and proxy soliciting materials relating to the Shares credited to the Account. The Participant or Beneficiary (or other authorized agent) may direct the Custodian as to the manner in which such Shares shall be voted. In the absence of direction from the Participant or Beneficiary (or other authorized agent), the Participant or Beneficiary authorizes and instructs the Custodian to vote the Shares credited to the Account as recommended by the Share's board of directors in the relevant proxy soliciting materials. The Custodian shall have no responsibility to separately review or evaluate such Share's board of directors' voting recommendation nor have any liability for following the Participant's or Beneficiary's instruction to follow the Share's board of directors' recommendation.

Article 10 – Fees and expenses of the account

All taxes of whatever kind or character that may be imposed, levied, or assessed upon or in respect to the Account or the Custodian in its capacity as such; all expenses incurred by the Custodian in the performance of its duties hereunder including fees of attorneys and other persons engaged by the Custodian for service in connection with the Account; and the fees and other compensation of the Custodian for its services hereunder according to the schedule in effect from time to time shall be paid by the Custodian out of the Account unless, and to the extent, paid by the Participant or Beneficiary.

The Custodian will charge the following annual custodial fees to a Participant or Beneficiary whose Account balance is less than \$10,000 as of the business day prior to the second Friday in November: (i) \$15 annual fee per fund on no-load shares; and (ii) \$15 annual fee per Participant or Beneficiary on load shares. The fees do not apply if the Participant's or Beneficiary's

total American Century investment balance, which is based on the value of all personal accounts listed under the Participant's or Beneficiary's Social Security number, is \$10,000 or more. Fees will be deducted automatically each year on the second Friday in November. No bill will be sent. The amount a Participant or Beneficiary owes will be determined by the accounts the Participant or Beneficiary owns on that date. A Participant's or Beneficiary's total American Century investment balance will be based on the fund prices as of the close of business the previous business day. A Participant or Beneficiary who prefers to prepay the fees may call American Century for details on prepaying the custodial fee. The Custodian may change the published fee schedule upon thirty (30) days' written notice to the Participant or the Beneficiary.

In addition to the fees and expenses of the Custodian, the Participant, Beneficiary (if applicable), or Employer may authorize the Custodian in writing or in such other form as shall be acceptable to the Custodian to pay other Plan expenses incurred by the Employer, the Participant, or the Beneficiary, out of the Account, including, but not limited to, fees of a registered investment advisor for financial advisory services rendered to the Participant with regard to assets held in the Account and fees for the performance of other administrative services, including an administrator appointed by the Employer. Custodian may pay such fees upon receipt of a statement from the advisor or other service provider. The Custodian shall not be required to inquire as to the actual performance of such services, the accuracy of the fee statement, the reasonableness of the fees for the services, or the regulation of such fees under federal or state law (beyond the willful violation of such laws by the Custodian). The Custodian shall be free from all liability to the Employer, the Participant, any Beneficiary or any other person for the payment of, or failure or refusal to pay, such fees.

Article 11 – Amendment

American Century reserves the right to amend this Plan, in whole or in part, to meet the requirements of Code Section 457(b) or for any other purpose. Any such amendments may be retroactively effective if such amendment is necessary to conform the Plan to, or satisfy the conditions of, any law or governmental regulation or ruling and to permit the Plan to meet the requirements of Code Section 457(b). American Century will provide a copy of such amendment to the Participant. Pending the adoption of any amendment necessary or desirable to conform this Plan to the requirements of any amendment to any applicable provision of the Code or regulations or rulings issued thereunder, the Custodian and American Century may operate the Account in accordance with such requirements to the extent that the Custodian and/or American Century deem necessary to preserve the tax benefits of the Account, and Custodian and/or American Century will have no duty, obligation or liability for so doing. No amendment to this Plan shall place any greater burden on the Custodian without its written consent.

Article 12 – Termination of plan

The Plan is established with the intent that it shall qualify under Code Section 457(b) as that Section exists at the time the Plan is established.

If the Custodian or American Century receives written notice that the Internal Revenue Service has determined that the Plan fails to qualify under Code Section 457(b), as it existed at the time the Plan was established, by reason of some inadequacy not corrected by a retroactive amendment pursuant to the Code, the Custodian shall terminate the Plan by distributing the Account Balance.

Upon termination of the Account, this Plan shall be considered to be rescinded and of no force and effect. The Custodian shall be relieved from all further liability with respect to this Plan, the Account and all assets thereof so distributed. The Custodian shall be relieved from all liability from determining the mode of distributing the assets of the Account.

Article 13 – Resignation or replacement of custodian

(a) Upon 60 days' prior written notice to the Custodian, American Century may remove it from its office hereunder. Such notice, to be effective, shall designate a successor custodian and shall be accompanied by the successor's written acceptance. The Custodian also may at any time resign upon 60 days' prior written notice to American Century, whereupon American Century shall notify the Participant (or Beneficiary, if the Participant is deceased) and shall appoint a successor to the Custodian. In connection with its removal or resignation hereunder, the Custodian may, but is not required to, designate a successor custodian by written notice to American Century if American Century does not designate a successor custodian, and American Century and Participant (or Beneficiary) will be deemed to have consented to such successor unless American Century designates a different successor custodian and provides written notice thereof together with such a different successor's written acceptance by such date as the Custodian specifies in its original notice to American Century (provided that American Century will have a minimum of 60 days to designate a different successor).

- (b) The successor custodian shall be a bank, insured credit union, or other person satisfactory to the Secretary of the Treasury under Code Section 408(a)(2). Upon receipt by Custodian of written acceptance by its successor of such successor's appointment, Custodian shall transfer and pay over to such successor the assets of the Custodial Account and all records (or copies thereof) of Custodian pertaining thereto, provided that the successor custodian agrees not to dispose of any such records without the Custodian's consent. Custodian is authorized, however, to reserve such sum of money or property as it may deem advisable for payment of all its fees, compensation, costs, and expenses, or for payment of any other liabilities constituting a charge on or against the assets of the Account or on or against the Custodian, with any balance of such reserve remaining after the payment of all such items to be paid over to the successor custodian.
- (c) No custodian shall be liable for the acts or omissions of its predecessor or its successor.

Article 14 – Miscellaneous

- 14.1 **Non-assignability.** Except as provided in Sections 6.16 and 14.2 and Article 10, the interests of each Participant and Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors or to alienation, assignment, trustee process, garnishment, attachment, execution, or levy of any kind except by the Custodian for its fees and for the expenses of the Account; and no attempt to cause such assets to be so subjected shall be recognized except to such extent as may be required by law or provided for herein. 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.
- 14.2 **IRS levy.** Notwithstanding Section 14.1, the Custodian may pay from a Participant's or Beneficiary's Account Balance the amount that is 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.
- 14.3 **Taxes.** The tax treatment of any contributions to the Account, any distributions from the Account and any earnings of the Account depends, among other things, upon the nature of the Employer, the relationship of the Participant to the Employer, and the amount of contributions made in any Plan Year to the Account (and to other plans, accounts or contracts with the benefit of special tax treatment) for the benefit of the Participant. The Custodian and American Century assume no responsibility with respect to such matters, nor shall any term or provision of this Plan be construed so as to place any such responsibility upon any one of them. The Custodian shall have no responsibility with regard to the initial or continued qualification of the Account under Code Section 457(b).
- 14.4 **Condition of plan.** It is a condition of this Plan, and the Participant by participating herein expressly agrees, that the Participant shall look solely to the assets of the Account for the payment of any benefit to which the Participant is entitled under the Plan.
- 14.5 **Notices by the custodian.** Any notice from the Custodian or American Century to the Participant provided for in this Plan shall be effective if sent by U.S. Postal mail or by electronic transmission to the Participant's last address on the Custodian's or American Century's records.
- 14.6 **Construction.** Wherever used in the Plan, the masculine gender shall include the feminine gender, and singular shall include the plural, unless the context indicates otherwise.
- 14.7 **Governing Laws.** All questions arising with respect to the provisions of this Plan shall be determined by application of the laws of the State of Missouri, except to the extent federal statutes supersede Missouri law.
- 14.8 **Employer's plan provisions will control.** If the Employer maintains another retirement plan or program and is

making direct contributions to the Account on behalf of the Participant pursuant to that plan or program, to the extent any provisions of that plan or program are inconsistent or conflict with this Plan and the Employer has notified the Custodian and American Century in writing of such provisions, the provisions of the Employer's plan or program will supersede the applicable provisions of this Plan, provided:

- (a) the Employer has provided a copy of the most recent documents governing the plan or program to the Custodian or American Century;
- (b) such provisions are not contrary to Code Section 457(b), as amended, or any of the regulations thereunder; and
- (c) such provisions do not impose any additional duties or responsibilities upon the Custodian or American Century without prior written consent of the party upon whom such additional duties or responsibilities are imposed.



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