MFS® 403(b) MUTUAL FUND APPLICATION

MFS® Heritage Trust Company℠, Custodian

TYPE OF ACCOUNT YOU ARE ESTABLISHING (Check all that apply)

- ☐ Salary Reduction
- ☐ Transfer of Assets (attach Transfer-In Form)
- ☐ 403(b) Rollover; check enclosed for $ _____ (Make check payable to MFS Heritage Trust Co.)

Send form(s) to: MFS SERVICE CENTER, INC., P.O. Box 55824, Boston MA 02205-5824

Application Section:		Completed by:
1	Participant Information	Participant
2	Employer Information	Participant
3	Fund Choice	Participant
4	Participant and Dealer Information	Participant and Representative
5	Designation of Beneficiary	Participant
6	Salary Reduction Agreement	Participant and Employer (only if not using employer's agreement)

1. Participant Information (Please print clearly)

FIRST NAME _____ MI ____ LAST NAME _____

PARTICIPANT'S MAILING ADDRESS _____

CITY _____ STATE ____ ZIP CODE _____

RESIDENTIAL ADDRESS (REQUIRED IF DIFFERENT THAN MAILING ADDRESS) _____

CITY _____ STATE ____ ZIP CODE _____

☐☐☐-☐☐-☐☐☐☐
SOCIAL SECURITY NUMBER

☐☐/☐☐/☐☐☐☐
DATE OF BIRTH (MM/DD/YYYY)

2. Employer Information (Please print clearly)

A new account cannot be established unless your employer has signed an MFS 403(b) Information Sharing Agreement or notified MFS in writing that it is the designated provider under the plan. Please check with your employer to ensure that this step has been completed. We need the following information in order to verify that we have such an agreement or notice on file.

PLAN NAME

EMPLOYER'S NAME

TAX IDENTIFICATION NUMBER

CITY STATE ZIP CODE

3. Fund Choice

Minimum initial purchase per fund is $25. No exchanges may be made between classes of shares.

MFS Family of Funds* investment choices: **Please Select One:** ☐ **A Shares** ☐ **B Shares** ☐ **C Shares**

FUND NAME	AMOUNT
	$
	$
	$

TOTAL AMOUNT ENCLOSED $

*Please see your financial advisor for a list of funds offering C shares.

4. Participant Signature and Dealer Information (Must be signed by the account owner and registered representative.)

I agree to the provisions contained in the MFS 403(b) Custodial Agreement (Agreement) and to the Custodian establishing an MFS 403(b) Mutual Fund Account (my "Account") for me. I agree that: (1) I have received a copy of the Agreement; (2) I am an Employee of the Employer named in Part 2 and understand that the Employer will need to confirm my eligibility to request distributions from my Account effective January 1, 2009 (or such later compliance date as may be established by the IRS); (3) I have received a copy of the current prospectus of each MFS mutual fund I have selected; (4) I understand that the Custodian (or its affiliates) and the Employer (or its agents) may share non public personal information with each other in connection with servicing my Account or processing my transactions; (5) I am responsible for computing my maximum annual contribution and for notifying the Custodian of the amount of any excess contributions that I wish to have distributed from my Account; and (6) I have read and I understand the limitations on the duties and liabilities of the Custodian and Distributor under the Agreement. I also certify, under penalties of perjury, that my taxpayer identification number is true, correct, and complete.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In the event that MFS Service Center, Inc. (MFSC), on behalf of the fund, is unable to verify the identity of investors, MFSC and the fund reserve the right to take additional steps up to and including closing the account if required by applicable law.

Participant Signature Date

This Account becomes effective on the date the Custodian, or its agent, accepts the Application by issuing an investment confirmation to the Employee, provided that the Custodian, or its agent, does not notify the Employee to the contrary within 30 days. If no dealer is designated, MFS Service Center, Inc. may require additional documentation before opening your account. We authorize MFS Service Center, Inc. to act as our agent in connection with transactions under the authorization form and agree to notify the distributor of any purchase made under the Letter of Intent or Right of Accumulation. We guarantee the investors' signatures and certify that we have verified the identity of the investors.

REGISTERED REPRESENTATIVE'S FIRST NAME | MI | LAST NAME

FIRM NAME | FIRM NUMBER

BRANCH STREET ADDRESS

CITY | STATE | ZIP CODE

REGISTERED REPRESENTATIVE'S PHONE NUMBER | REGISTERED REPRESENTATIVE'S E-MAIL ADDRESS

AUTHORIZED SIGNER OF BROKER/DEALER FIRM (REQUIRED) | DATE

5. Designation of Beneficiary

The following designation(s) is (are) subject to the provisions of the Plan. This designation of beneficiary(ies) remains in effect unless and until a new designation of beneficiary form is received in writing by the Custodian. For additional beneficiaries, please attach a separate list.

Primary Beneficiary(ies) All percentages must equal 100%.

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE (%) | ☐ SPOUSE ☐ OTHER RELATIONSHIP | DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE (%) | ☐ SPOUSE ☐ OTHER RELATIONSHIP | DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

Secondary Beneficiary (If the primary beneficiary/ies should fail to survive me. All percentages must equal 100%.)

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE (%) | ☐ SPOUSE ☐ OTHER RELATIONSHIP | DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

BENEFICIARY'S FIRST NAME | MI | LAST NAME

PERCENTAGE (%) | ☐ SPOUSE ☐ OTHER RELATIONSHIP | DATE OF BIRTH (MM/DD/YYYY) | SOCIAL SECURITY NUMBER

Unless otherwise indicated, payment will be made in equal shares to primary beneficiaries who survive me or, if none, to the secondary beneficiaries who survive me. If no beneficiary survives me, payment will be made to my estate.

6. SALARY REDUCTION AGREEMENT for the MFS 403(b) Mutual Fund

Custodial Agreement

IF YOU ARE USING YOUR EMPLOYER'S SALARY REDUCTION AGREEMENT, DO NOT COMPLETE THIS SECTION.

NAME OF EMPLOYER

NAME OF EMPLOYEE

The Employer and Employee agree as follows:

1. The Employee authorizes the Employer to reduce the Employee's wages beginning as of the first pay period following the date of this Salary Reduction Agreement in an amount equal to $_____(dollars) or _____% (percent) per payroll period.
2. The Employer agrees to reduce the Employee's wages by such amount as the Employee may designate and further agrees to pay to the Custodian all such amounts withheld within 30 days from the close of each pay period for crediting to the Account of the Employee.
3. The Employee shall have the right to change, or otherwise amend, this Salary Reduction Agreement in accordance with procedures established by the Employer.
4. This Salary Reduction Agreement is considered to be renewed for each subsequent year unless the Employee terminates the Salary Reduction Agreement or provides the Employer with a new Salary Reduction Agreement indicating a different salary reduction amount.

ORGANIZATION NAME

EMPLOYER SIGNATURE | DATE

EMPLOYEE NAME | MI | LAST NAME

EMPLOYEE SIGNATURE | DATE

EMPLOYEE ADDRESS

CITY | STATE | ZIP CODE

Mail completed form to:

Regular mail
MFS Service Center, Inc.
P.O. Box 55824
Boston, MA 02205-5824

Overnight mail
MFS Service Center, Inc
c/o Boston Financial Data Services
30 Dan Road
Canton, MA 02021-2809

MFS® 403(b) MUTUAL FUND TRANSFER-IN FORM

* Exchange: Exchange means a transfer of assets to an MFS 403(b) custodial account from a 403(b) of a different investment provider under the same employer plan.
(Complete sections 1,2,3,and 4.)

** Transfer: Transfer means a transfer of assets to an MFS 403(b) custodial account from a 403(b) of a different investment provider under a different employer's plan.
(Complete sections 1,2,3,4, and 5.)

Check One:

☐ I have an existing MFS 403(b) mutual fund account under the same employer plan.
(Complete sections 1,2,3,and 4.)

☐ I have an existing MFS 403(b) mutual fund account under a different employer plan.
(Complete sections 1,2,3,4, and 5.)

☐ I am establishing a new MFS 403(b) account using the same employer plan that covers my 403(b) account at my current investment provider.
(Complete 403(b) Mutual Fund Application and sections 1, 2, 3, and 4.)

☐ I am establishing a new MFS 403(b) account using a different employer plan from that which covers my 403(b) account that exists at my current investment provider.
(Complete 403(b) Mutual Fund Application and sections 1, 2, 3, 4, and 5.)

Please include any additional materials required by the current custodian or insurance company.

1. Name and Address of Employee (Please print clearly)

EMPLOYEE FIRST NAME | MI | LAST NAME

EMPLOYEE ADDRESS

CITY | STATE | ZIP CODE

☐☐☐-☐☐-☐☐☐☐ SOCIAL SECURITY NUMBER

☐☐/☐☐/☐☐☐☐ DATE OF BIRTH (MM/DD/YYYY)

DAYTIME PHONE NUMBER

REGISTERED REPRESENTATIVE'S NAME

REGISTERED REPRESENTATIVE'S PHONE NUMBER

2. Agreement Instructions (Please print clearly)

Contact your custodian or insurance company for their requirements before completing this section. Space is provided on the next page for signature guarantee, if required.

To: _____ _____

NAME OF CURRENT INSURANCE COMPANY OR CUSTODIAN — CONTACT NAME

_____ _____

MAILING ADDRESS — DAYTIME PHONE NUMBER

_____ _____ _____

CITY — STATE — ZIP CODE

_____ _____

RE: 403(b) ACCOUNT NUMBER(S)

By this Agreement, I intend to effect a tax-free transfer of my present tax-sheltered annuity contract or 403(b) custodial account to an MFS 403(b) Account. I direct the party named above to surrender or liquidate such _____% or $ _____ of interest in the specified Account(s) and to transfer the proceeds by check made payable to:

MFS Heritage Trust Company, Custodian

_____ 403(b)

PARTICIPANT NAME

MFS Reference number _____

and to send the check to:

☐ **Mail Check**

Regular mail
MFS Service Center, Inc.
P.O. Box 55824
Boston, MA 02205-5824

Overnight mail
MFS Service Center, Inc
c/o Boston Financial Data Services
30 Dan Road
Canton, MA 02021-2809

☐ **Wire Funds**

State Street Bank and Trust Co.
Boston, MA 02101
ABA #011000028
Credit MFS DDA Number 99034795

I understand that this Agreement is irrevocable and binding. In the event that the undersigned employee receives a check for the proceeds, the check will immediately be endorsed payable to MFS Heritage Trust Company, Custodian, in an integrated transaction under the terms of this Agreement and the MFS 403(b) Mutual Fund Custodial Agreement.

Signatures

ACCEPTED BY EMPLOYEE

I understand that there is some uncertainty as to the tax status of Exchanges* and Transfers** of 403(b) custodial accounts because of recent changes in U.S. Department of the Treasury regulations and that I have independently determined that the Exchange or Transfer should be treated as nontaxable for federal income tax purposes and I am responsible for any and all tax consequences which may result from this Exchange or Transfer.

I agree that neither the Custodian, its agents, the Distributor, or my Employer has made any representations about the validity of this Agreement or about the tax consequences of this transaction.

_____ _____

EMPLOYEE SIGNATURE — DATE

Signature guaranteed by:

NAME OF FIRM

SIGNATURE OF AUTHORIZED PERSON

AFFIX SIGNATURE GUARANTEE STAMP HERE

Signature guarantee stamp must **not** be dated. If a Medallion Guarantee is not provided, the proper form for execution is

SIGNATURE(S) GUARANTEED

NAME OF ELIGIBLE GUARANTOR INSTITUTION

BY

SIGNATURE OF AUTHORIZED PERSON

EXAMPLE

The signature(s) must be guaranteed by an eligible bank, broker, dealer, credit union, national securities exchange, registered securities association, clearing agency, or savings association. Signature guarantees will be accepted in accordance with policies established by MFS Service Center, Inc. Notarization by a notary public is not acceptable in lieu of a signature guarantee provided by one of the eligible guarantor institutions listed above.

Name of Plan (if making a Transfer from one employer's plan to another): _____

Name of Transferor Investment Provider: _____

MAILING ADDRESS

DAYTIME PHONE NUMBER

CITY

STATE

ZIP CODE

TRANSFEROR 403(B) ACCOUNT NUMBER(S)

3. Instructions to MFS Heritage Trust Company

Upon receipt of the proceeds from my present 403(b) tax-sheltered annuity contract or custodial account, please purchase the mutual fund(s) indicated below.

MFS Family of Funds* investment choices: **Please Select One:** ☐ **A Shares** ☐ **B Shares** ☐ **C Shares**

FUND NAME	AMOUNT
	$
	$
	$

TOTAL AMOUNT ENCLOSED $ _____

*Please see your financial advisor for a list of funds offering C shares.

4. Authorization by Employer

For Exchanges within the same plan, the employer plan sponsor must complete this section. If this is a Transfer from one employer's 403(b) plan to a different plan, the employer plan sponsor of the recipient plan must complete this section and the employer of the transferring plan should complete section 5.

(Employer must keep a copy of this form for the plan's records.)

Check One:

☐ This transaction is an Exchange between one investment provider and another within the same 403(b) plan, and the undersigned is an authorized signer for the plan named below and the employer plan sponsor.

☐ This transaction is a Transfer from another employer's 403(b) plan to the 403(b) plan named below, and the undersigned is an authorized signer for the employer and plan receiving the Transfer named below. If the plan transfer is less than the total 403(b) custodial account or annuity contract ("403(b) contract") at the transferor investment provider, the receiving plan agrees to treat the amount transferred as a continuation of a pro rata portion of the participant's interest in the 403(b) plan to the extent required by regulations under section 403(b) of the Internal Revenue Code ("Code"). The plan also confirms the named employee is a current or former employee of the receiving employer.

In order to ensure that the requested Exchange or Transfer of the participant's 403(b) custodial account, described in PART 2 above, will satisfy the regulations under section 403(b) of the Code ("Regulations"), the undersigned certifies that s/he is an authorized signer for the employer and plan named below and represents and agrees as follows: (1) The plan permits the requested Exchange or Transfer; (2) distribution restrictions imposed under the MFS 403(b) custodial account are not less stringent than those imposed under the transferor 403(b) contract; (3) the accumulated benefit under the receiving contract immediately after the Exchange or Transfer is at least equal to the accumulated benefit under the transferor 403(b) contract immediately prior to the Exchange or Transfer.

PLAN NAME

EMPLOYER NAME

TAX IDENTIFICATION NUMBER

EMPLOYER ADDRESS

PHONE NUMBER

CITY

STATE

ZIP CODE

EMPLOYER SIGNATURE

DATE

PRINT NAME

TITLE

NAME OF THIRD PARTY AUTHORIZED TO PROVIDE INFORMATION FOR EMPLOYER (IF ANY):

ADDRESS

DAYTIME PHONE

5. Authorization by Transferring Employer

For Transfer from one employer's 403(b) to another's. Do not complete for Exchanges within the same plan.

(Employer must keep a copy of this form for the plan's records.)

This transaction is a Transfer from the 403(b) plan named below (Transferor Plan) to another employer's 403(b) plan as named

in Section 4 above, and the Transferor Plan allows this transfer.

NAME OF TRANSFEROR PLAN

EMPLOYER NAME

TAX IDENTIFICATION NUMBER

EMPLOYER ADDRESS

PHONE NUMBER

CITY

STATE

ZIP CODE

EMPLOYER SIGNATURE

TITLE

6. Acceptance by New Custodian

To be completed by MFS Heritage Trust Company

MFS Heritage Trust Co. accepts its appointment as Custodian of the above Employee's 403(b) Account and requests that the liquidation and transfer of assets directed above be sent to the address shown on this agreement.

MFS Heritage Trust Co.

SIGNATURE

DATE

MFS Investment Management®

MFS® 403(b) MUTUAL FUND CUSTODIAL AGREEMENT

Salary Reduction Plans Only

MFS 403(b) MUTUAL FUND
CUSTODIAL AGREEMENT
(Salary Reduction Only)

Effective July 1, 2010

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MFS 403(b) MUTUAL FUND
CUSTODIAL AGREEMENT
(Salary Reduction Only)

Effective July 1, 2010

ARTICLE 1: DEFINITIONS

1.1. ACCOUNT means the separate Custodial Account(s) for each Participant established and maintained pursuant to this Agreement to hold and manage the Contributions made hereunder for the benefit of a Participant.

1.2. AGREEMENT means this MFS 403(b) Mutual Fund Custodial Agreement (Salary Reduction only), which may constitute an amendment and restatement of the MFS 403(b) custodial agreement in effect immediately prior to this Mutual Fund Custodial Agreement or of another custodial agreement previously entered into by the Participant in accordance with Code Section 403(b)(7) and the Application executed to establish the Participant's Account, which Application is incorporated into and made a part of this Agreement.

1.3. ANNUITY CONTRACT means a nontransferable contract as described in Code Section 403(b)(1), established for a Participant under a Plan, that is issued by an insurance company qualified to issue annuities in a state, a political subdivision of a state, or any agency or instrumentality of a state (and including, for purposes of this definition, the District of Columbia) and that includes payment in the form of an annuity.

1.4. APPLICATION means the properly executed MFS 403(b) Mutual Fund Application and, if applicable, such other or additional documents as may have been or may be required, the execution of which establishes the Employee's Account.

1.5. BENEFICIARY means, subject to Article 9, if applicable, the person or persons (including individuals, trusts, estates, partnerships, corporations, associations, charitable or educational organizations, or other similar entities) currently designated as such by the Participant or Beneficiary, as applicable, in such form actually received by the Custodian as the Custodian prescribes or, if no such Beneficiary has been designated or is in existence at the time of distribution, the executor or other legal representative of the Participant or the Beneficiary, as applicable.

The initial Beneficiary shall be the person or persons designated as such on the Application. The Participant may modify his or her designation of Beneficiary at any time by executing a new designation of Beneficiary, in such form actually received by the Custodian as the Custodian prescribes which designation shall supersede any prior designation. A designated Beneficiary who becomes entitled to receive benefits under Section 6.4 may designate a successor Beneficiary in such form actually received by the Custodian as the Custodian prescribes and make modifications in the same manner as a Participant. If a designated Beneficiary becomes entitled to receive benefits under Section 6.4 but dies before all amounts in the Account to which the Beneficiary is entitled have been distributed to him or her, the successor Beneficiary will be entitled to receive any such remaining amounts in the Account. Where there is more than one person designated as

Beneficiary, the Account shall be segregated in accordance with Section 6.6; distributions from the Account shall be made pro rata among those persons designated as Beneficiary who are alive at the time of the distribution, unless specified otherwise in the designation of Beneficiary form.

1.6. CODE means the Internal Revenue Code of 1986, as amended, and regulations issued thereunder.

1.7. COMPENSATION means all amounts that are treated as wages for Federal income tax withholding under Code Section 3401(a) for the Plan year (determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed). For purposes of determining an Employee's "Salary Reduction Contributions," limitations on annual additions to an Employee's Account, and determining who is a "highly compensated employee," Compensation shall also include all amounts that would be paid to the Employee during the year but for the Employee's election under a cash or deferred arrangement described in Code Section 401(k), a cafeteria plan described in Code Section 125, a qualified transportation fringe benefit program described in Code Section 132(f)(4), a simplified employee pension described in Code Section 402(h) or an annuity program described in Code Section 403(b), and a plan described in Code Section 457(b). Compensation is determined without regard to any community property laws.

Effective January 1, 2009, Compensation shall include any payment that (i) is made by the Employer to an individual with respect to any period during which the individual is performing service in the "uniformed services" (as defined in Chapter 43 of Title 38 of the United States Code) while on active duty for a period of more than 30 days, and (ii) represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer ("Differential Wage Payments"); provided that this paragraph shall apply only if all Employees performing any service in the uniformed services are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms. For purposes of this paragraph, the provisions of paragraphs (3), (4), and (5) of Code Section 410(b) shall apply.

1.8. CONTRIBUTION means any salary reduction contribution amount transmitted by the Employer to the Custodian, and any rollover, Investment Transfer, Exchange, or Plan-to-Plan Transfer to be credited to the Employee's Account in accordance with Articles 3 and 5.

1.9. CUSTODIAL ACCOUNT means the group or individual custodial account or accounts, as described in Code Section 403(b)(7), established for each Participant by an employer, or by a Participant individually, to hold assets of the Plan.

1.10. CUSTODIAN means MFS Heritage Trust Company, and any successor entity that satisfies the requirements of Code Section 401(f)(2), designated as the custodian to hold assets under this Agreement.

1.11. DESIGNATED VENDOR means a Vendor that is eligible to receive Contributions under the Plan.

1.12. DISTRIBUTOR means MFS Fund Distributors, Inc. and any successor entity.

1.13. EMPLOYEE means an individual employed by the Employer who has obtained such Employer's consent to participate under this Agreement and who has properly executed the Application.

1.14. EMPLOYER means the employer named in the Application, provided that such employer is an entity described in Code Section 403(b)(1)(A).

1.15. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued thereunder.

1.16. EXCHANGE means any investment change from an Annuity Contract or Custodial Account to an Annuity Contract or Custodial Account that is not provided by a Designated Vendor, and that satisfies the requirements of Section 5.2.

1.17. FUNDS means the regulated investment companies for which Massachusetts Financial Services Company, and any successor thereto, or affiliate thereof, acts as investment adviser (and are distributed by the Distributor).

1.18. INVESTMENT TRANSFER means a transfer of assets from an Annuity Contract or Custodial Account that is provided by a Designated Vendor to an Annuity Contract or Custodial Account that is provided by a different Designated Vendor.

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

1.20. PLAN means a plan described in Treas. Reg. 1.403(b)-3(b)(3) and maintained by the Employer for the benefit of its Employees.

1.21. PLAN ADMINISTRATOR means the Employer, except to the extent that the Employer designates one or more other persons in writing and such person(s) agree in writing to serve as such.

1.22. PLAN-TO-PLAN TRANSFER means a transfer of assets between an Annuity Contract or Custodial Account under the Plan and an Annuity Contract or Custodial Account under another employer's plan described in Code Section 403(b) that satisfies the conditions in Section 5.3.

1.23. RELATED EMPLOYER means the Employer and any other entity which is under common control with the Employer under Code Sections 414(b) or (c).

1.24. SEVERANCE FROM EMPLOYMENT means severance from employment with the Employer and any Related Employer. A Severance from Employment occurs on any date on which an Employee ceases to be an employee of a Related Employer, even though the Employee may continue to be employed either by another entity that is treated as the same employer where either that other entity is not an entity that can be an eligible employer (as defined in Code Section 403(b)(1)(A)) or in a capacity that is not employment with an eligible employer.

1.25. VENDOR means the investment provider of an Annuity Contract or Custodial Account.

ARTICLE 2: ESTABLISHMENT OF ACCOUNT, INTERPRETATION OF AGREEMENT

2.1. **Establishment of Account**. The Custodian shall, in accordance with the terms of this Agreement, establish and maintain an Account for the exclusive benefit of each Employee who has properly become a party to this Agreement and, in the event of the Employee's death, the Employee's Beneficiary. An Account will be established for the benefit of an Employee when (i) the Employer and/or Employee has completed and signed the Application and has delivered the Application to the Distributor, (ii) the Custodian has accepted the Application, and (iii) if and to the extent the Custodian requires, (A) the Employer consents to the Employee's participation hereunder, and (B) effective January 1, 2009, the Employer has entered into a written agreement with the Custodian to share information to the extent necessary to implement this Agreement and to comply with Code Section 403(b) and the regulations thereunder ("Information Sharing Agreement" or "ISA"). **In addition, effective January 1, 2009, the Custodian may decline to accept Contributions to an Account if the Custodian is not a Designated Vendor under the Plan.** To the extent that the Employer's consent is required for the establishment of the Account, the Employer shall be deemed to have consented to the Employee's participation hereunder upon the Employer's payment to the Custodian of any contribution made in accordance with Article 3. The Account shall become effective on the date the Custodian, or its agent, accepts the Application by issuing an investment confirmation or other acknowledgment to the Employee, provided that the Custodian, or its agent, does not notify the Employee to the contrary within 30 days thereafter. This Agreement may constitute an amendment or restatement, in whole or in part, of a custodial agreement previously adopted and maintained by the Employee in accordance with Code Section 403(b)(7) as more specifically provided in the Application.

2.2. **Interpretation of Agreement**. Any provisions of the Plan additional to or inconsistent with the provisions of this Agreement shall take precedence over this Agreement, to the extent they are no less restrictive than, and otherwise in compliance with, applicable laws. In the event that the Plan permits a feature, then, to the extent permitted in this Agreement, this Agreement shall be interpreted to permit such feature.

2.3. **Agreement to Share Information**. The Participant (or the Participant's Beneficiary, if applicable) hereby agrees that the Custodian may share information with the Plan Administrator, the Employer, or the agents of either, to the extent necessary to comply with Code Section 403(b) and the regulations thereunder.

ARTICLE 3: CONTRIBUTIONS

3.1. **Salary Reduction Contributions**.

(a) **Nature and Limit**. If the Custodian is a Designated Vendor, the Employer may make Contributions for the Employee's benefit, which Contributions shall be in accordance with this Article 3 and shall be credited by the Custodian to the Employee's Account. The Employer must specify the amount of each Contribution to be credited to each Employee's Account. Contributions will be invested only in accordance with Article 4. Contributions shall be made only pursuant to a salary reduction agreement (within the meaning of Code Section 3121(a)(5)(D)) between the Employer and the Employee. Any salary reduction agreement shall be effective only with respect to amounts the Employee earns after the

agreement becomes effective and may be modified in accordance with the rules applicable to cash or deferred elections under Code Section 401(k). A salary reduction agreement may be terminated at any time, but only with respect to amounts the Employee earns after such termination. Neither the Custodian nor the Distributor shall have any responsibility for determining (i) that the aggregate Contributions made to an Employee's Account are made only with respect to the amount of the Employee's Compensation, (ii) that the aggregate "elective deferrals" (within the meaning of Code Section 402(g)) made on the Employee's behalf by the Employer, together with those made by any other employer, do not exceed the limit on such elective deferrals prescribed in Code Section 402(g) (as defined by Code Section 414(c)), (iii) that the aggregate Employer Contributions made to the Employee's Account for any taxable year do not exceed the Employee's exclusion allowance as defined in Code Section 403(b)(2) or the applicable limitations on contributions under Code Section 415(c), and (iv) whether any portion of the Employer's Contribution to the Employee's Account for any taxable year constitutes an excess contribution or excess aggregate contribution subject to tax under Code Section 4973 or Code Section 4979, the amount thereof, and the amount of any income attributable thereto. If, no later than the March 1 immediately following the close of the calendar year for which there is an excess contribution, the Employee or the Employer provides notice to the Custodian that the Employee's Account holds excess contributions, the Custodian shall, no later than the immediately following April 15, pay to the Employee from his or her Account the amount of such excess contribution, and any income attributable thereto. Such notice must specify the amount of the excess contribution and of any income attributable thereto and request that the excess contribution be distributed. Effective for Plan years beginning after December 31, 2007, for purposes of determining corrective distributions of "excess contributions," and "excess aggregate contributions," the Employer shall calculate the income or loss on such amount only through the end of the taxable year in which such excess amounts were contributed to the Plan. Contributions on behalf of the Employee shall not exceed the limits on contributions described in this paragraph; failure to comply with these limits could result in disqualification of the account for federal income tax purposes.

(b) Nondiscrimination. The Plan must permit each individual employed by the Employer who is not an "excluded individual," as defined below, to make a Contribution of more than $200 pursuant to a salary reduction agreement to a Custodial Account or Annuity Contract provided by a Designated Vendor. An "excluded individual" is any employee of the Employer who: (i) is an employee eligible to participate in an eligible deferred compensation plan as described in Code Section 457, a qualified cash or deferred arrangement as described in Code Section 401(k), or another 403(b) annuity contract or custodial account, (ii) is a nonresident alien who receives no earned income (within the meaning of Code Section 911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)), or (iii) is a student performing services described in Code Section 3121(b)(10) or an employee who normally works less than 20 hours per week.

3.2. Investment Transfers, Exchanges, Plan-to-Plan Transfers, and Rollovers. If and to the extent permitted under the Plan, the Custodian may accept as a Contribution an Investment Transfer as described in Section 5.1, an Exchange that meets the requirements of Section 5.2, a Plan-to-Plan Transfer that meets the requirements of Section 5.3, or a rollover that meets the requirements of Section 5.5; provided that the Participant and/or Employer provides to the Custodian such instructions or information as the Custodian may reasonably require. The Custodian shall accept such Contributions only upon receipt of such certification as it deems necessary, made in accordance with Section 7.1(a), that such Contribution satisfies the applicable Code provisions for such a Contribution. No Account shall accept rollover contributions of after-tax contributions from any eligible retirement plan.

3.3. Nature of Contributions. All salary reduction contributions made pursuant to this Agreement shall be in cash. All other Contributions made pursuant to this Agreement shall be in cash, except as otherwise permitted by the Custodian. The Employee shall at all times have a 100% nonforfeitable right to all amounts credited to his or her Account.

ARTICLE 4: INVESTMENT OF ACCOUNTS

4.1. Direction of Investment. Amounts credited to the Participant's Account under this Agreement shall be invested only in shares of one or more Funds. The Participant (or the Participant's Beneficiary, if applicable) shall direct the Custodian, in such manner as the Custodian deems appropriate, to invest the Participant's Account in the shares of one or more Funds. For purposes of this Article 4, the Participant (or Beneficiary) may appoint an agent or designee to act on his or her behalf to direct the Custodian as to the investment and reinvestment of the Participant's Account, whose directions the Custodian shall follow upon the Custodian's receipt of notice satisfactory to the Custodian of such agent's or designee's authority. By giving such investment direction (either directly or through such agent or designee), the Participant shall be deemed to have acknowledged receipt of the then current prospectus of each such Fund. The Custodian shall invest the amounts credited to the Participant's Account only in accordance with such direction, subject to any minimum investment limitations or other limitations contained in the prospectus for the applicable Fund or imposed by law. The Custodian shall have no duty to invest Account assets other than pursuant to such properly given directions or to advise the Participant in any way as to the investment of Account assets, nor shall the Custodian, its agents, or the Distributor be liable for any loss resulting from the investment of Account assets in accordance with such investment directions. In the absence of proper investment directions, the Custodian may hold Contributions in cash, and shall not be liable for payment of interest thereon, for such period as the Custodian shall determine in accordance with applicable law. If the Custodian has received no such instructions by the end of any such period, the Custodian shall return such Contributions, without interest, to the Employer. Further, if the Participant (or Beneficiary) fails to provide instructions satisfactory to the Custodian regarding the investment of proceeds that the Account receives in the event an MFS Fund in which the Participant's Account is invested is liquidated and there is no successor fund (a "Liquidation"), then the Participant (or Beneficiary) hereby directs that the proceeds of the Liquidation be invested in an MFS Fund that is a money market fund or, if no such money market fund exists at the relevant time, in the MFS Fund that is the shortest duration bond fund in existence at that time.

4.2. Change of Investment within the Account. Subject to and otherwise in accordance with Sections 4.1 and 7.1, the Participant (or the Participant's Beneficiary, if applicable) may direct the Custodian, in such manner as the Custodian deems appropriate, to change the investment of all or any portion of the Participant's Account from one or more Funds to one or more other Funds. For Investment Transfers, which are investment changes involving a transfer of funds to another Custodial Account or Annuity Contract, see Article 5.

4.3. Reinvestment of Assets. All cash dividends, capital gains distributions, and other similar distributions received with respect to shares of a Fund credited to the Participant's Account shall be reinvested in shares of that Fund unless the Participant (or the Participant's Beneficiary, if applicable) otherwise directs. The Custodian shall elect to take in kind any dividend or other distribution payable either in cash or in kind.

4.4. Registration and Voting of Fund Shares. All Fund shares credited to the Participant's Account shall be registered in the name of the Custodian or its nominee. The Custodian or its agent shall deliver or cause to be delivered to the Participant (or the Participant's Beneficiary, if applicable) all notices, financial statements, prospectuses, contracts, proxies and proxy materials relating to the Fund shares held in the Participant's Account. The Custodian shall vote all Fund shares held in the Participant's Account in accordance with proper voting instructions from the Participant (or the Participant's Beneficiary, if applicable). Absent such instructions the Custodian is hereby directed to and shall vote such Fund shares for or against any proposition in the same proportion as all Fund shares of the relevant Fund for which instructions have been received.

ARTICLE 5: INVESTMENT TRANSFERS, EXCHANGES, PLAN-TO-PLAN TRANSFERS, AND ROLLOVERS

5.1. Investment Transfers. If and to the extent permitted under the Plan, the Participant may either (i) direct the Custodian to accept an Investment Transfer or (ii) direct an Investment Transfer of all or such portion of the assets credited to the Participant's Account as the Participant specifies in accordance with Section 7.1(a); provided that the Participant provides to the Custodian such other instructions, if any, as the Custodian may reasonably require (which may include the Employer's authorization of the Investment Transfer).

5.2. Exchanges. If and to the extent permitted under the Plan and provided that the conditions set forth below are satisfied, the Participant may direct that either (i) the Custodian accept an Exchange as a Contribution to the Account or (ii) all or such portion of the assets credited to the Participant's Account as the Participant specifies in accordance with Section 7.1(a) be Exchanged; provided that the Participant provides to the Custodian such other instructions, if any, as the Custodian may reasonably require (which may include the Employer's consent to the Exchange). An Exchange is not permitted unless the conditions set forth below are satisfied:

(a) the Participant or Beneficiary must have an accumulated benefit immediately after the Exchange that is at least equal to the Account balance of that Participant or Beneficiary immediately before the Exchange (taking into account the accumulated benefit of that Participant or Beneficiary under both the Account and the Annuity Contract or Custodial Account before the Exchange);

(b) the Annuity Contract or Custodial Account maintained by the receiving Vendor is subject to distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being Exchanged; and

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

(i) information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contracts or Custodial Accounts to which contributions have been made by the Employer, to satisfy Code Section 403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 6.1(a)); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 6.1(e) if the withdrawal results in a 6-month suspension of the Participant's right to make Contributions under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 6.1(e)); and

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

5.3. Plan-to-Plan Transfers. If and to the extent permitted under the Plan and provided that the conditions set forth below are satisfied, the Participant may direct either (i) that the Custodian accept a Plan-to-Plan Transfer as a Contribution to the Account or (ii) a Plan-to-Plan Transfer from the Plan to another plan described in Code Section 403(b) of all or such portion of the assets credited to the Participant's Account as the Participant specifies, in accordance with Section 7.1(a); provided that the receiving Vendor (including the Custodian in the case of a Plan-to-Plan Transfer to the Account) is a Designated Vendor of the transferee plan and that the Participant provides to the Custodian such other instructions, if any, as the Custodian may reasonably require and an acceptance of the successor custodian, trustee, or insurance company (which may include consent to the transfer by the Employer and/or the transferee employer). A Plan-to-Plan Transfer between the Plan and another plan described in Code Section 403(b) (as applicable) is not permitted unless each of the following conditions is satisfied:

(a) in the case of a Plan-to-Plan Transfer for an Employee, the Employee is a current employee or former employee of the employer (or the business of the employer) for the receiving plan;

(b) in the case of a Plan-to-Plan Transfer for a Beneficiary of a deceased Employee, the Employee was an Employee or former Employee of the employer (or business of the employer) for the receiving plan;

(c) the receiving plan provides for the receipt of Plan-to-Plan Transfers;

(d) the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the Plan-to-Plan Transfer that is at least equal to the accumulated benefit of that Participant or Beneficiary immediately before the Plan-to-Plan Transfer;

(e) the receiving plan provides that, to the extent any amount transferred is subject to any distribution restrictions under Treas. Reg. 1.403(b)-6, the receiving plan imposes restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan;

(f) if a Plan-to-Plan Transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the Plan treats the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the Plan.

5.4. Transfers to Purchase Permissive Service Credit. If and to the extent permitted under the Plan, a Participant may direct the Custodian to make a direct trustee-to-trustee transfer of amounts held in his Account to a qualified defined benefit plan that is a governmental plan (as defined in Code Section 414(d)); provided (a) that such a transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3) and (b) the Participant provides to the Custodian such other instructions, if any, as the Custodian may reasonably require (which may include the consent of the Employer and/or the transferee employer). The Custodian shall have no responsibility for the tax treatment to the Participant of any such transfer.

5.5. Rollovers.

(a) In General. If and to the extent permitted under the Plan, rollover Contributions (including rollover amounts transferred directly by one custodian, trustee, or insurer to another) from an existing Annuity Contract or Custodial Account or Code Section 408 individual retirement account or annuity ("IRA"), a plan qualified under Code Sections 401(a) or 403(a), or an eligible plan under Code Section 457(b) sponsored by a state, a political subdivision of a state or any agency or instrumentality of a state, or political subdivision of a state ("eligible state 457(b) Plan") (each an "eligible retirement plan") may be made to or from the Account; provided that the receiving Annuity Contract or Custodial Account is eligible to receive such Contributions and the rollover meets the requirements of this Section 5.5. Notwithstanding anything herein to the contrary, no rollover from an eligible

retirement plan may be made to the Account unless the Custodian is a Designated Vendor.

(b) Direct Rollover Procedure. If one or more distributions from the Account, to be made in accordance with Section 6.1, constitute "eligible rollover distributions," as defined below, the Custodian shall be responsible for giving to the "distributee," as defined below, a written explanation concerning the direct rollover of such distributions in accordance with Code Section 402(f). The Employer hereby agrees to provide such notice to such distributee, as agent for the Custodian. The distributee shall be given a period of 30 days following the date such explanation was provided to him or her to elect to have all or a portion of the distribution paid directly to an eligible retirement plan. If the distributee affirmatively elects to make or not to make a direct rollover within said 30-day period, the Custodian shall make payment of such distribution as soon as reasonable after receipt from the distributee of such election. If the distributee elects a direct rollover, such election must provide the name of the retirement plan to which such payment is to be made, a representation that the retirement plan is eligible to receive rollover contributions from a 403(b) Plan and meets the applicable qualification requirements of the Code, and such other information and/or documentation as the Custodian may deem necessary to effectuate the direct 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). The distributee's election to make or not to make a direct rollover with respect to one distribution that is part of a series of payments will apply to all future distributions until the distributee subsequently changes the election. If the distributee fails to elect whether or not a distribution is to be paid in a direct rollover within said 30-day period, the distributee will be deemed to have elected not to have any portion of the distribution paid in a direct rollover. If the Participant elects to roll over to an eligible State 457(b) plan, the amounts rolled over must be accounted for separately.

(c) Eligible Rollover Distribution Defined. "Eligible rollover distribution" means any distribution to a distributee of all or any portion of the distributee's Account, as described in Code Section 402(c)(2) and (4) and regulations thereunder (except that the distribution is from a Code Section 403(b) account rather than from a qualified plan); an "eligible rollover distribution" does not include any distribution (i) that is for a specified period of ten years or more; (ii) to the extent it is required under Code Sections 401(a)(9) and 403(b)(10); (iii) that is one of a series of substantially equal annual or more frequent payments made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's Beneficiary; (iv) that is a hardship distribution; or (v) to the extent it is not includable in gross income unless such amount is transferred in a direct trustee-to-trustee transfer to a defined contribution plan that agrees to separately account for the contributions not included in gross income.

(d) Distributee Defined. A distributee includes a Participant. Effective for Plan years beginning after December 31, 2009, in addition, the Participant's surviving spouse or non-spouse Beneficiary and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse or non-spouse Beneficiary.

(e) Direct Transfers by Nonspouse Beneficiaries. If and to the extent permitted under the Plan, an individual who is a designated Beneficiary of the Participant and who is not the surviving spouse of the Participant may direct that a trustee-to-trustee transfer of all or such portion of the assets credited to the Participant's Account as such individual specifies be made to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or Code Section 402(c)(8)(B)(ii) that is established for the purposes of receiving the distribution on behalf of such individual who is a designated Beneficiary of the Participant and who is not the surviving spouse of the Participant and will be treated as an inherited individual retirement plan, provided that the Custodian is provided with such other instructions, if any, as the Custodian may reasonably require and with the acceptance of the successor custodian, trustee or insurance company.

5.6. Agent or Designee. The Participant may appoint an agent or designee to act on his or her behalf to direct that all or a portion of the assets credited to the Participant's Account be transferred, Exchanged, or rolled over in accordance with Section 5.2, 5.3 or 5.5, as applicable, to such Annuity Contract or Custodial Account as the agent or designee specifies; the Custodian shall follow such agent or designee's direction upon the Custodian's receipt of notice satisfactory to the Custodian of such agent's or designee's authority.

5.7. No Representation. Neither the Custodian, or its agents, nor the Distributor shall have any responsibility for the income tax treatment to the Participant of any rollover, Investment Transfer, Exchange, Plan-to-Plan Transfer or transfer to purchase permissive service credit.

5.8. Outstanding Loans or After-Tax Contributions. Notwithstanding anything herein to the contrary, the Custodian may decline to accept an Exchange, a Plan-to-Plan Transfer, or a rollover from a Custodial Account or Annuity Contract that includes an outstanding loan or after-tax contributions.

ARTICLE 6: DISTRIBUTIONS

6.1. Distribution Events. Subject to Section 7.2 and Section 10.2, the Custodian shall make or commence distribution of assets from the Participant's Account only upon receipt of the Participant's request for such distribution and of evidence satisfactory to the Custodian that one of the following events has occurred (which may include the Employer's authorization of the distribution):

(a) The Participant has a Severance from Employment;

(b) The Participant has become disabled within the meaning of Code Section 72(m)(7) (*e.g.*, an inability to engage in any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued or indefinite duration);

(c) The Participant has died;

(d) The Participant has attained age 59½;

(e) If and to the extent permitted under the Plan, the Participant has encountered financial hardship as set forth in Section 6.2, but only with respect to Contributions (and not earnings thereon) for years beginning after December 31, 1988;

(f) Pursuant to a qualified domestic relations order under Section 10.2 hereof;

(g) If and to the extent permitted under the Plan, a Plan termination; provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Code Section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the regulations under Code Section 403(b); or

(h) Effective January 1, 2009, and to the extent permitted under the Plan, the Participant elects a qualified reservist distribution as defined in Code Section 729t)(2)(G).

All distributions shall also be subject to the Custodian's right to obtain proper federal income tax withholding election forms from an Employee and/or to withhold any income or other taxes it is required to withhold by federal law.

6.2. Hardship Withdrawals.

(a) General Rules. If and to the extent permitted under the Plan, a Participant is eligible to make a hardship withdrawal to the extent described in this Section 6.2 if the Plan Administrator, who shall have sole responsibility for doing so, determines the withdrawal is for a purpose that is an immediate and heavy financial hardship of the Participant and the withdrawal does not exceed the amount of the financial need, as described in Section 6.2(c). Such election shall be submitted to the Plan Administrator at such time and in such manner as shall be prescribed by the Plan Administrator.

(b) Immediate and Heavy Financial Hardship. Whether a Participant has an immediate and heavy financial need is to be determined solely by the Plan Administrator based on all the relevant facts and circumstances. The following circumstances have been deemed pursuant to Treas. Reg. 1.401(k)-1(d)(3)(iii)(B) to constitute an immediate and heavy financial hardship of the Participant:

(i) the payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, his or her spouse, child, or dependent (as defined in Code Section 152 without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B));

(ii) medical expenses that would otherwise be deductible by the Participant for federal income tax purposes pursuant to Code Section 213 and that are incurred by the Participant, the spouse, or any dependent of the Participant, or a distribution necessary for such a person to obtain medical care described in Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of the Participant's "adjusted gross income");

(iii) the purchase (excluding mortgage payments) of the Participant's principal residence;

(iv) the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence;

(v) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children, or dependents (as defined in Code Section 152 without regard to Code Section 152(d)(1)(B));

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

(vii) payment of expenses described in Sections 6.2(b)(i), (ii), and (v) incurred on behalf of the Participant's named Beneficiar(ies) under the Plan; and

(viii) any other expense that is deemed to be an immediate and heavy financial need by the Internal Revenue Service.

(c) Distribution Necessary to Satisfy Financial Hardship. Unless the Plan specifies other methods for determining that the amount of the distribution does not exceed the Participant's financial need, a hardship withdrawal shall be permitted only if the following requirements are satisfied:

(i) the distribution does not exceed the amount of the immediate and heavy financial hardship expense (including a reasonable amount to enable the Participant to pay taxes and penalties on such withdrawal);

(ii) the Participant has obtained all distributions other than hardship withdrawals, and all nontaxable loans currently available under all plans maintained by the Employer, unless obtaining such loan would increase the severity of the Participant's hardship; and

(iii) the Plan and all other plans maintained by the Employer suspend Contributions and other contributions by the Participant for at least six months after the receipt of the hardship withdrawal.

If the Secretary of the Treasury prescribes additional methods for meeting the requirements for hardship withdrawal, such additional methods shall be incorporated herein by reference and shall be deemed to constitute an immediate and heavy financial hardship of the Participant.

(d) Hardship Withdrawal Distributions and Information Exchange. The Custodian shall make a distribution on account of financial hardship upon receipt of the Plan Administrator's authorization of such withdrawal in accordance with Section 7.1(a). The Plan Administrator shall be solely responsible for determining that the hardship withdrawal is in accordance with the Plan, that the distribution is for an immediate and heavy financial

hardship of the Participant, that the withdrawal does not exceed the amount of the financial need, and that the distribution amount is only of salary reduction contributions to the Plan and not earnings thereon. The Custodian and the Employer shall exchange information to the extent necessary, including in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Treas. Reg. 1.401(k)-1(d)(3)(iv)(E)), the Custodian notifying the Employer of the withdrawal (the Employer shall be deemed to have been notified of the withdrawal at the time it authorizes such withdrawal).

6.3. Methods of Distribution. Subject to Section 6.4 and Article 9 below, the Participant (or Beneficiary, if applicable) shall elect to receive distributions from the Participant's Account in any one or more of the forms below. (To determine whether the distribution is eligible for a direct rollover or, for nonspouse beneficiaries, a direct transfer, see Section 5.5 above.)

(a) A lump-sum payment in cash or Fund shares of all or any portion of a Participant's Account;

(b) Substantially equal monthly, quarterly, semiannual, or annual payments in cash or in Fund shares over a period certain not to exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and the Participant's Beneficiary;

(c) Installment payments which may vary in amount (including a lump-sum payment or payments which, in the aggregate, constitute an amount that is less than a Participant's benefit in the Participant's Account). Subject to Section 6.4, the payments made pursuant to this paragraph (c) are not required to be paid over a period certain or at regular intervals of time but may not exceed the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and the Participant's Beneficiary; or

(d) A nontransferable fixed or variable annuity contract, purchased from an insurance company and delivered to the Participant, that provides substantially equal monthly, quarterly, semiannual, or annual payments over the life of the Participant or over the joint lives of the Participant and his or her Beneficiary with a survivor annuity for the life of the survivor in an amount equal to not less than 50% nor more than 100% of the amount payable during the joint lives of the Participant and Beneficiary, and that otherwise satisfies applicable regulations and rulings under Code Sections 403(b) and 401(a)(9). Such an annuity also may provide for an annuity certain feature for a period not exceeding the life expectancy of the Participant or, if the Participant has a Beneficiary, the joint life and last survivor expectancy of the Participant and the Beneficiary. Any annuity contract distributed under this Agreement must provide for non-increasing payments. If this annuity option is selected, the Custodian shall transfer the assets credited to the Participant's Account under this Agreement to the annuity provider upon receipt of the Participant's instructions.

(e) Subject to Article 9, the Participant's Beneficiary shall be entitled to elect the method of distribution of all assets in the Participant's Account remaining at the death of the Participant unless the Participant has elected to receive distribution under (c) above or has specified the form of distribution to be made to the Beneficiary. Subject to Article 9 and

paragraph 7.2(c), if the Participant or Beneficiary fails to elect a method of distribution, he or she shall be deemed to have elected a single sum distribution in cash.

6.4. Required Distributions. In general, distributions from the Participant's Account must be made as required pursuant to the minimum distribution rules under Code Section 403(b)(10), Treas. Reg. 1.403(b)-6, and Code Section 401(a)(9) and Treas. Reg. 1.401(a)(9)-1 to 1.401(a)(9)-8 (the "minimum distribution rules"), as described in this Section 6.4. The minimum distribution rules permit calculation of minimum required distributions by excluding the Participant's Account balance valued as of December 31, 1986 but including all earnings (whether on contributions made before or after January 1, 1987) and contributions after December 31, 1986; the amount attributed to the pre-1987 account balance must be reduced under this method by the amount of any distributions from the Account after December 31, 1986 that are not required under the minimum distribution rules. This required minimum distribution calculation method is permitted only if records of the Account have been kept that are sufficient to enable identification and maintenance of the pre-1987 account balance amount. The Custodian has not maintained such records. Alternatively, the other applicable minimum distribution rules of Treas. Reg. 1.403(b)-6 can be applied to the Participant's entire Account balance; this is the only method of calculation available if the pre-1987 account balance amount either cannot be, or is not, calculated. The incidental benefit provisions of Code Section 403(b)(10), Treas. Reg. 1.403(b)-6(g), and Treas. Reg. 1.401(a)(9)(b)(1)(i) (the "incidental benefit rule") shall also apply to the Participant's account to the extent required thereunder. The minimum distribution rules, the incidental death benefit rule, and any other regulations or rulings then in effect thereunder, are incorporated herein by this reference, and shall be deemed to modify the provisions in this Section to the extent such provisions are inconsistent with said rules. If the Participant has more than one Annuity Contract or Custodial Account ("403(b)"), the Participant may elect to receive the total amount of the required minimum distributions under all of the 403(b)s from any one or more of the 403(b)s, as provided in Treas. Reg. 1.403(b)-6(e)(7). Distribution instructions for the first required minimum distribution must be received, in accordance with paragraph 7.1(a), by the Custodian by March 1 in order to be processed by April 1.

(a) Required Beginning Date. The applicable Account balance of a Participant must be, or commence to be, distributed by April 1 of the calendar year next following the later of the calendar year in which the Participant attains age 70½, or the calendar year in which he retires from employment with the Employer (the "required beginning date"). The minimum amount required to be distributed once the Participant reaches the required beginning date is described in this Section 6.4. Any monthly, quarterly, or semiannual payment shall be one-twelfth, one-fourth, or one-half, respectively, of the relevant annual payment.

(b) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 6.4, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(6)(2) of TEFRA.

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

(i) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as provided in the Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

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

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

(iv) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph 6.4(c), other than paragraph 6.4(c)(i), will apply as if the surviving spouse were the Participant.

For purposes of this paragraph 6.4(c) and paragraphs 6.4(f) and 6.4(g), unless paragraph 6.4(c)(iv) above applies, distributions are considered to begin on the Participant's required beginning date. If paragraph 6.4(c)(iv) above applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subparagraph (i) above. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subparagraph (i) above, the date distributions are considered to begin is the date distributions actually commence.

(d) Forms of Distributions. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of (i) for distributions beginning prior to the Participant's death, the calendar year containing such Participant's required beginning date, or (ii) for distributions beginning after a Participant's death, the calendar year distributions must begin under Code Section 401(a)(9) (the "first distribution calendar year"), distributions will be made in accordance with this Section 6.4. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).

(e) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that is required to be distributed for each Calendar Year which a distribution is required ("distribution calendar year") is the lesser of

(i) The quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(f) Lifetime Required Minimum Distributions Continue through Year of Participant's Death. Required minimum distributions will be determined under this paragraph 6.3(h) and paragraph 6.3(g) beginning with the first distribution calendar year and up to and including a subsequent distribution calendar year that includes the Participant's date of death.

(g) Death on or after Date Distributions Begin – Participant Survived by Designated Beneficiary. Participant Survived By Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that is required to be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

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

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

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

(h) Death on or after Date Distributions Begin – No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account

balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(i) Death before Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. Except as provided in the Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that is required to be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph 6.4(g)(i).

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

(iii) Death of Surviving Spouse before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph 6.4(c)(i), this paragraph 6.4(i)(i) will apply as if the surviving spouse were the Participant.

(j) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 1.5 hereof and is the designated Beneficiary under Code Section 401(a)(9) and Treas. Reg. 1.401(a)(9)-1, Q&A-4.

(k) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under paragraph 6.4(c). The required minimum distribution for the Participant's First Distribution Calendar Year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(l) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. 1.401(a)(9)-9.

(m) Participant's Account Balance. The account balance as of the last day in the calendar year immediately preceding the distribution calendar year increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of

dates in such year after and decreased by distributions made in such year. The account balance for the year includes any amounts rolled over or transferred to such year.

(n) Waiver of 2009 Required Minimum Distribution. If and to the extent set forth in the Plan, a Participant or Beneficiary who would have been required to receive a required minimum distribution for 2009 but for the enactment of Code Section 401(a)(9)(H) ('2009 RMD'), and who would have satisfied that requirement by receiving a distribution that is (1) equal to the 2009 RMD or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMD) 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 a period of at least 10 years ("Extended 2009 RMDs"), shall not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. If and to the extent set forth in the Plan, the Plan Administrator will give Participants and Beneficiaries described in the preceding sentence the opportunity to elect to receive the distributions described in the preceding sentence. If and to the extent set forth in the Plan, the 2009 RMDs and Extended 2009 RMDs will be treated as eligible rollover distributions in 2009.

6.5. Payment of Benefits to Minors or Incompetents. If a distribution is payable to a person with a legal disability or a minor, the Custodian may distribute the amount payable to the (i) legal guardian or representative of the individual, (ii) parents of the individual, or (iii) person having legal custody of the individual. The Sponsor or the Custodian may require satisfactory proof prior to making any distribution under this paragraph.

6.6. Multiple Beneficiaries. If there are two or more Beneficiaries who are simultaneously entitled to receive a benefit upon the death of the Participant or a prior Beneficiary, that benefit shall be segregated into separate accounts representing each Beneficiary's separate interest in that benefit. Following such segregation of benefits, each Beneficiary's separate account shall be maintained as though it were a benefit payable solely to that Beneficiary, and no Beneficiary shall have any interest in or claim to any portion of the original benefit other than the separate account representing his or her interest in that benefit.

ARTICLE 7: THE CUSTODIAN

7.1. Communication to the Custodian; Electronic Recordkeeping.

(a) Communication to the Custodian. All notices, elections, declarations, requests, applications, forms, designations (including beneficiary designations), instructions, and directions (including investment, distribution and other directions), as well as all other communications (collectively, "communication" or "communications") to or from the Custodian or the Distributor, as applicable, shall be made by such method as the Custodian or the Distributor, as applicable, may from time to time prescribe or permit, which methods shall include in writing, telephonically, or electronically, to the extent such method is in accordance with applicable law. The Custodian shall be entitled to rely on any such communication filed with or otherwise received by it and believed by it to be genuine or properly given, including but not limited to any such communication from an agent or designee appointed in accordance with Section 4.1 or Section 5.6, and shall have

no duty of inquiry with respect to any of the matters stated therein or the consequences to the Participant or Beneficiary thereof, and shall be fully protected in acting or omitting to take any action in reliance upon any such communication. Any such communication may be proved by original copy or reproduced copy thereof, including, without limitation, a photocopy, a facsimile transmission, an electronic image or any other electronic reproduction. For the purposes of this Agreement, the Custodian and/or the Distributor, as applicable, may (but are not required to) give the same effect to a telephonic instruction, voice recording, or any instruction received through electronic commerce as it gives to a written instruction, and the Custodian's and/or the Distributor's, as applicable, action in doing so shall be protected to the same extent as if such telephonic or electronic instructions were, in fact, a written instruction. Any such instruction may be proved by audio-recorded tape, electronic reproduction, or other means acceptable to the Custodian or the Distributor, as applicable, as the case may be. If any disputes arise as to the person(s) who constitute the Beneficiary(ies) hereunder, the proper allocation or disposition of the Account assets, or otherwise relating to the rights or obligations of persons with respect to the Account, it shall be solely the responsibility of the affected person(s) to seek judicial or other appropriate resolution of such dispute, and neither the Custodian nor any affiliate thereof shall have any such responsibility or authority; provided that, in the event such a dispute arises and none of the affected persons seeks appropriate resolution, the Custodian shall have the right, but not any obligation, to apply to a court of competent jurisdiction for a determination of the relative rights and obligations of the affected persons and the resolution of such dispute. Further, to the extent agreed to by the Custodian or Distributor (as applicable), in each instance concerning forms, documents, notices, disclosure, or other communication ("Communications," in the aggregate), including those documents that require a signature by any party, between the Custodian or Distributor and the Employer maintaining the Plan or a Participant, in which this Agreement provides that such Communications must be "written" or "in writing," such Communications will be permitted telephonically, electronically, or through any other similar method to the extent such method is in accordance with applicable law (including the Electronic Signatures in Global and National Commerce Act of 2000 ("E-Sign Act"), applicable Internal Revenue Service or Department of Treasury Regulations, and Department of Labor regulations to the extent they are applicable to ERISA Plans).

(b) Electronic Recordkeeping. The Custodian and the Distributor reserves the right to keep all records related to the Account in electronic format to the extent permissible by law (including with respect to ERISA Plans, Section 2520.107-1 of the Department of Labor Regulations or such other applicable guidance as may be in effect from time to time) and destroy any paper records, which are kept electronically. The electronic recordkeeping system will ensure the integrity, accuracy, authenticity, and reliability of the underlying records. Records will be maintained in reasonable order and in a safe and accessible place, so that they can be inspected or examined if necessary. Electronic records will be readily convertible into legible and readable paper copy as necessary to satisfy any requirements of the law.

7.2. Duties of the Custodian. The Custodian shall:

(a) Receive Contributions transmitted to it in accordance with this Agreement;

(b) Invest and reinvest Account assets in Fund shares in accordance with this Agreement;

(c) Make distributions and transfers from the Account in accordance with Articles 5 and 6;

(d) Maintain accurate records of all the transactions in the Account;

(e) File with the Internal Revenue Service and/or any other governmental agency such returns, reports, forms, and other information as may be required of it as Custodian;

(f) Provide to the Participant at least one time each calendar year a statement of all transactions in the Participant's Account during the preceding year and a statement showing the value of assets held in the Account as of the end of such year. To the extent permitted by law, 30 days after providing the Participant with the statements described above, the Custodian shall be released and discharged from all liability to the Participant or any third party as to the matters contained in such statement unless the Participant files objections thereto with the Custodian within such 30-day period; and

(g) Perform all other duties and services consistent with the purposes and intentions of this Agreement. The Custodian may perform any of its administrative duties through other persons designated by the Custodian from time to time.

7.3. Limitations on Duties and Liabilities. As used in this Section 7.3, the terms "Custodian" and "Distributor" shall include their agents, affiliates, successors, assigns, officers, directors, and employees.

(a) The Custodian shall be fully protected in acting or omitting to take any action in reliance upon any direction, instruction or other document or order believed by the Custodian to be genuine or properly given; the Custodian shall also be fully protected in acting or omitting to take any action in reliance on its belief that any such direction, instruction, document, or other order either is not genuine or is not properly given. The Custodian shall not be required to carry out any instructions not given in accordance with this Agreement and neither the Custodian nor the Distributor shall be liable for loss of income or for appreciation or depreciation in Fund Share value that shall result from the Custodian's failure to follow instructions not given in accordance with this Agreement. If instructions are received that, in the opinion of the Custodian, are unclear, neither the Custodian nor the Distributor shall be liable for loss of income or for appreciation or depreciation in Fund Share value during the period preceding Custodian's receipt of clarification of the instructions.

(b) Neither the Custodian nor the Distributor shall have any responsibility with regard to the initial or continued qualification of the Account under Code Section 403(b)(7).

(c) Neither the Custodian nor the Distributor shall be held responsible for determining the amount, character or timing of any distribution to the Participant or for determining whether the Agreement is subject to ERISA. The Custodian shall have no responsibility to make any distribution to or process any withdrawal by the Participant or Beneficiary unless and until it receives the requisite instructions given in accordance with this Agreement and any

and all applications, certificates, tax waivers, signature guarantees and other documents deemed necessary or advisable by the Custodian.

(d) The Custodian shall neither assume nor have any duty to inquire about any matter arising under the Agreement.

(e) To the extent permitted by law, the Participant shall fully indemnify the Custodian and the Distributor and hold them harmless from and against any and all liability whatsoever, including without limitation damages, amounts agreed upon in settlement, attorneys' fees, court costs and other fees and expenses, which may arise either (i) in connection with this Agreement and matters which it contemplates (except for direct damages solely and directly caused by the indemnitee's willful misfeasance, bad faith, or negligence) or (ii) with respect to making or failing to make any distribution other than for failure to make distribution in accordance with instructions therefore which are in full compliance with the provisions of this Agreement.

(f) Except as required by law, neither the Custodian nor the Distributor shall be obligated or expected to commence or defend a legal action or proceeding in connection with this Agreement, unless the Custodian or Distributor and the Participant or Beneficiary agree that the Custodian or Distributor, as applicable, will defend a given legal action and the Custodian or Distributor, as applicable, is fully indemnified for so doing to its satisfaction from and against any and all liability whatsoever, including, without limitation, damages, amounts agreed upon in settlement, attorneys' fees, court costs, and other fees and expenses. The Participant and the Beneficiary, as applicable, shall notify the Custodian and Distributor immediately upon the receipt of notice of any such legal action or proceeding. Both the Participant and the Beneficiary shall furnish any requested information to, and otherwise cooperate fully with, the Custodian and Distributor in connection with their defense and/or settlement of any such legal action or proceeding. The Custodian and the Distributor shall have the sole right to control the defense and/or settlement of any such legal action or proceeding, including, without limitation, the right to select counsel.

(g) *In no event shall the custodian or the distributor be liable for any indirect, special, incidental, or consequential damages suffered or incurred by the employer, the employee, the beneficiary, or any other party*. This provision shall survive termination of this Agreement.

7.4. Compensation. In consideration for its services hereunder, the Custodian shall be entitled to receive the applicable fees specified in its fee schedule at the time the Participant completes the Application, or in accordance with any fee schedule subsequently adopted by the Custodian, upon 30 days' notice to the Participant. The Participant may pay the Custodian's fee directly; if not so paid, said fee shall be payable from the Participant's Account.

7.5. Expenses. The Custodian shall have a right to pay out of the Participant's Account all expenses, fees and administrative costs incurred by the Custodian in the performance of its duties as Custodian (including fees for legal services rendered to the Custodian) or taxes levied or assessed upon or in respect of the Account. The Custodian is authorized either to redeem Fund Shares and

use the proceeds of redemption to pay the foregoing expenses, fees, administrative costs, or taxes, or to charge the Participant directly therefore. In addition, the Custodian may, upon such terms and conditions (including without limitation receipt of such documentation) as the Custodian deems necessary, agree to pay directly from the Account certain advisory or other similar fees at the direction of the Participant or Beneficiary, or his or her designee.

7.6. Resignation and Removal of the Custodian. The Participant delegates to the Distributor the power and authority to remove the Custodian. The Distributor may remove the Custodian hereunder at any time upon notice to the Custodian. The Custodian may resign at any time upon notice to the Distributor. Any such notice of resignation or removal shall take effect on the date specified therein, which shall not be less than 30 days after the delivery thereof, unless such notice shall be waived by the party entitled to the notice. Upon such resignation or removal of the Custodian, the Distributor shall designate a successor custodian qualified pursuant to Section 1.10 of this Agreement, which successor custodian shall accept such appointment. Upon receipt by the Custodian of the acceptance of appointment by the successor custodian, the Custodian shall transfer to the successor custodian the assets and records (or copies thereof) of the Account; provided, however, that the Custodian may retain whatever assets it reasonably deems necessary for payment of its fees, costs, expenses, compensation, and any other liabilities which constitute a charge on or against the assets of the Account or on or against the Custodian.

ARTICLE 8: AMENDMENT AND TERMINATION

8.1. Amendment. The Participant and Custodian delegate to the Distributor the power to amend this Agreement (including retroactive amendments) in whole or in part at any time. The Distributor shall provide prompt notice and a copy of any such amendment to the Participant and Custodian in accordance with Section 7.1. The Participant shall be deemed to have accepted such amendment unless the Participant objects thereto to the Distributor within 30 days after the date the amendment is sent. The Participant may amend the Agreement by amendment of the Application, which amended Application must be completed and submitted in accordance with Article 2 to be effective.

However, no amendment shall be made that (i) would impose any additional duties on the Custodian without its consent; (ii) would cause or permit any part of the Account to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participant or Beneficiary, except to the extent required by law, or cause or permit any portion of such assets to revert to or become the property of the Employer; or (iii) would retroactively deprive any Participant or Beneficiary of any benefit to which he or she is entitled under the Agreement, unless such amendment is necessary to conform the Agreement to or satisfy the conditions of any law, governmental regulation, or ruling.

8.2. Termination. The Account of a Participant shall automatically terminate when all assets held in the Account have been distributed. The Account of a Participant shall also terminate upon (i) a determination by the Internal Revenue Service that the Participant's Account does not qualify under Code Section 403(b)(7) or (ii) the liquidation, dissolution, or complete cessation of business of the Employer without the Employer having provided proper rollover, transfer, or distribution instructions. Upon such termination, the Custodian shall distribute all assets in the Account to the Participant or the Participant's Beneficiary in accordance with Article 6.

ARTICLE 9: SPECIAL ERISA RULES

9.1. In General. If this Agreement is subject to ERISA by reason of the Employer's involvement in activities related to the Agreement or otherwise, as determined under ERISA Section 3(2) and regulations and rulings thereunder, the rules described in this Article 9 shall apply. If the Employer determines that this Agreement is subject to ERISA, the Employer shall so notify the Custodian as soon as practicable.

9.2. Plan Administrator. The Plan Administrator shall be the "named fiduciary" for purposes of ERISA.

9.3. Spousal Consent; Form of Benefit. Unless a Participant otherwise elects as provided below, distribution to the Participant shall be made in the form of an annuity for his or her life or, if the Participant is married, in the form of a joint and survivor spousal annuity. An unmarried Participant may elect to waive the single life annuity form of benefit by electing during the applicable election period prescribed in ERISA Section 205 an alternative form of benefit and certifying in writing that he or she has no spouse. A married Participant may elect to waive the joint and survivor spousal annuity form of benefit and/or to designate a Beneficiary other than or in addition to his or her spouse during the applicable election period prescribed in ERISA Section 205 only by obtaining the spouse's consent in writing to the election, which consent must acknowledge the effect of the election and be witnessed by a notary public. In the event of the death of a married Participant before distribution to him or her has begun, the portion of the Participant's Account required to be distributed as a "qualified preretirement survivor annuity," as defined in ERISA Section 205(e), shall be distributed to the Participant's spouse, unless the Participant's spouse has consented (during the applicable election period prescribed in ERISA Section 205 and in the manner described above) to the Participant's designation of a Beneficiary other than or in addition to the spouse. Upon receipt of notification that a distribution event, as described in Section 6.1 above, has occurred, the plan administrator shall provide to the Participant a written explanation of the terms and conditions of the single life annuity or joint and survivor spousal annuity, as applicable; the Participant's right to make, and the effect of, an election to receive distributions in a form other than such an annuity; the right of the Participant's spouse, if any, to withhold consent to such an election; and the Participant's right to revoke an election prior to commencement of distributions.

9.4. Claims Procedure for Agreements Subject to ERISA. If this Agreement is subject to ERISA by reason of the Employer's involvement in activities related to the Agreement or otherwise, as determined under ERISA Section 3(2) and regulations and rulings thereunder, the following rules shall apply.

The Plan Administrator or its delegate will review a Participant's or Beneficiary's claim for benefits within a reasonable period of time not to exceed 90 days. If special circumstances require an extension of time, the Plan Administrator may take up to an additional 90 days, in which case the Participant or Beneficiary will be notified of the delay prior to termination of the initial 90-day period. The extension notice shall indicate (i) the special circumstances requiring the extension and (ii) the date by which the Plan Administrator expects to reach a benefit determination.

If a claim is wholly or partially denied, the Participant or Beneficiary will receive in writing (i) the specific reason or reasons for denial; (ii) the specific reference to the provision(s) of the Agreement on which the denial is based; (iii) a description of any additional materials or information required

before the claim can be processed and an explanation of why such material or information is required; and (iv) a list of the steps to be taken if the Participant or Beneficiary wants the denial of claims reviewed, including a statement of the Claimant's right to bring litigation under Section 502(c) of ERISA.

If a claim has been denied, the claimant has the right to request a review of the denied claim, to be represented by legal counsel, to review relevant documents (within the meaning of Section 2560.503-1(m)(8) of the ERISA Regulations), and to submit any comments in writing. To obtain a review, the claimant must mail or deliver a letter for review to the Plan Administrator within 60 days from the receipt of the denial of claim or from the time the claim is deemed denied.

Upon receipt of the request for review of a denied claim, the Plan Administrator will make a prompt decision based upon all the comments and documents submitted without regard to whether such items were previously provided, within 60 days after the request for review is received, unless special circumstances require an extension of time of up to an additional 60 days, in which case the claimant will receive an extension notice prior to the end of the 60-day period. The extension notice shall indicate (i) the special circumstances necessitating the extension and (ii) the date by which the Plan Administrator expects to render a benefit determination.

If on review of a denied claim the Plan Administrator again determines that the claim should be denied, the notice of that decision shall be written in a manner calculated to be easily understood by the claimant and will give specific reasons for the denial as well as refer to the provision(s) of the Agreement on which the decision is based. An adverse benefit decision on appeal shall be written in a manner calculated to be understood by the claimant and shall set forth (i) the specific reason or reasons for the adverse determination, (ii) the specific reference to the .Plan provisions on which the denial is based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim (the relevance of a document, record or other information will be determined in accordance with Section 2560.503-1(m)(8) of the ERISA Regulations), and (iv) a statement of the claimant's right to bring a legal action under Section 502(a) of ERISA.

9.5. Disability Claim Procedures. (a) If a claim for disability benefits is denied, an initial reviewer of the Plan Administrator (the "initial reviewer") shall notify the claimant, in accordance with Section 2560.503-1(g) of the ERISA Regulations, of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the initial reviewer for up to 30 days, provided that the initial reviewer both determines that such an extension is necessary due to matters beyond the control of the initial reviewer and notifies the claimant prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the initial reviewer expects to render a decision. If prior to the end of the first 30-day extension period, the initial reviewer determines that, due to matters beyond the control of the initial reviewer, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the initial reviewer notifies the claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the initial reviewer expects to render a decision. In the case of any extension, the notice shall specifically explain the standards on which entitlement to a disability benefit is based,

the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues and the fact that the claimant will be allowed at least 45 days within which to provide the specified information.

Any claimant whose claim for a disability retirement benefit described in paragraph (a) is denied may, within 180 days after the claimant's receipt of notice of the denial, request a review of the denial by notice given in writing to the initial reviewer. Such review shall: (i) not afford deference to the initial adverse benefit determination; (ii) provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial adverse determination, without regard to whether the advice was relied upon in making the initial determination; and (iii) shall be conducted by an individual or committee who is neither the individual who made the adverse benefit determination that is the subject of the appeal nor the subordinate of such individual ("appeal reviewer"). In deciding an appeal that is based in whole or in part on a medical judgment, the appeal reviewer shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was not consulted in connection with the initial adverse determination and is not the subordinate of any such individual.

ARTICLE 10: MISCELLANEOUS

10.1. Plan Administrator. A person may serve as plan administrator for limited purposes only, including without limitation for purposes of determining whether a domestic relations order constitutes a Qualified Domestic Relations Order (QDRO).

10.2. Qualified Domestic Relations Orders.

(a) Right to Benefit. The right to receive benefits payable hereunder may be assigned to the Participant's spouse, former spouse, child, or other dependent ("alternate payee") pursuant to the terms of a domestic relations order if the order is determined by the plan administrator for this purpose to be a qualified domestic relations order within the meaning of Code Section 414(p) and ERISA Section 206 ("QDRO"). The Custodian shall effect a distribution pursuant to a QDRO only upon its receipt of proper direction, accompanied by such other information as the Custodian may reasonably require including, without limitation, a statement that the distribution is in accordance with Code Section 414(p) and ERISA Section 206.

(b) Distribution Pursuant to Order. Any benefit payable from the Participant's Account to an alternate payee pursuant to the terms of a QDRO shall be payable as soon as administratively reasonable after the order is determined to be a QDRO, without regard to whether the Participant has reached his or her "earliest retirement age" as defined in Code Section 414(p) and ERISA Section 206(d). The actual time and manner of such payment shall be as provided under the QDRO consistent with applicable law and the distribution provisions of this Agreement.

10.3. Nonalienability; Exclusive Benefit. No interest of the Participant or Beneficiary in the Account shall be subject in any manner to anticipation, assignment, alienation, sale, transfer, pledge, encumbrance, trustee process, garnishment, attachment, execution, or levy of any kind, except

with regard to payments pursuant to Section 10.2 and payments of the expenses of the Custodian or its agents as authorized under this Agreement or to the extent otherwise required by law.

10.4. Applicable Law. To the extent not superseded by federal law, this Agreement shall be governed by the laws of the State of New Hampshire generally with respect to the duties, rights, and responsibilities of the Custodian, but shall be governed by the laws of the Commonwealth of Massachusetts with respect to matters relating to or arising out of any payment(s) made or to be made from the Participant's Account.

10.5. Successors. This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties hereto.

10.6. Construction. It is intended that this Agreement qualify as a Custodial Account under Code Section 403(b)(7). Pursuant to that intent, this Agreement shall be construed and administered in accordance with, and limited by, all applicable laws.

10.7. Separability. If any provision of this Agreement shall be held invalid or illegal for any reason, the Agreement shall be construed and enforced as if such invalid or illegal provision had never been included in this Agreement, and such determination shall not affect any remaining provisions of Agreement.

10.8. Death Benefits. If a Participant dies on or after January 1, 2007, while performing Qualified Military Service (as defined below), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed employment with the Employer and then terminated employment on account of death. For purposes of this Agreement, "Qualified Military Service" shall mean any service in the "uniformed services" (as defined in Chapter 43 of Title 38 of the United States Code) by any Employee if such Employee is entitled to reemployment rights under such Chapter with respect to the Employer for such service.