

Premium Saving Plan

Plan Document

For

**Vienna High School District #13
(Section 125 – Cafeteria Plan)**

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IMPORTANT INFORMATION

Effective Date: January 1, 2009

First Plan Year: January 1, 2009 through December 31, 2009

Subsequent Plan Years: January 1 through December 31

Plan Names: Vienna High School District #13 Premium Savings Benefit Plan

Employer (Plan Sponsor): Vienna High School District #13

**Address: 601 N. First Street
Vienna, IL 62995**

Employer Identification Number: 37-6003506

Plan Administrator: Terry Moreland

The Plan Administrator is designated as agent for all purposes of legal process.

PREMIUM SAVING PLAN

Vienna High School District #13 (the "Employer") has adopted this Plan effective 1/1/09 to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to pay for their portion of their health/dental benefits with before tax Premiums.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 (d) of the Internal Revenue Code of 1986, as amended, and the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125 (a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the individual or individuals appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.
- 1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414 (b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414 (c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414 (m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414 (o) .
- 1.3 "Benefit" means each of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

- 1.6 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Reduction Agreement authorized hereunder.
- 1.7 "Dependent" means any individual who qualifies as a dependent under a Health Benefit Contract or under Code Section 152.
- 1.8 "Effective Date" means January 1, 2009
- 1.9 "Election Period" means the period beginning 30 days immediately preceding each Plan Year for the election of Benefits and Salary Redirections. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
- 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.
- 1.10a However, Employees who are "leased employees" as defined in Code Section 414(n) (2) shall not be eligible to participate in the Plan.
- 1.10b Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he or she is eligible to receive medical benefits pursuant to a group medical plan sponsored by the Employer.
- 1.10c However, a self-employed individual as defined under Code Section 401 (c) shall not be eligible to participate in this Plan.
- 1.11 "Employee" means any person who is employed by the Employer, but excludes any person who is employed as an independent contractor. The term Employee shall include leased employees within the meaning of Code Section 414 (n).
- 1.12 "Employer" means Vienna High School District #13 and any Affiliated Employer (as defined in Section 1.2) which shall adopt this Plan; any successor which shall maintain this Plan; and any predecessor which has maintained this Plan.
- 1.13 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.14 "Highly Compensated Employee" means an employee described in Code Section 125(e) and the Treasury regulations thereunder, including an individual who is:
- (a) an officer
 - (b) A shareholder owning more than 5 percent of the voting power or value of all classes of stock of the Employer;

- (c) A spouse or Dependent of an individual described in (a) or (b) above.
- (d) If the administrator deems it necessary to avoid discrimination or possible taxation to key employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable benefits in order to assure compliance with this section. Any act taken by the administrator under this section shall be carried out in a uniform and nondiscriminatory manner:
- 1.15 "Health Benefit contract" means any contract issued by an Insurer underwriting a Benefit.
- 1.16 "Key Employee" means any person who is a key employee as defined in Section 416 (i) (1) of the Code.
- 1.17 "Participant" means any employee who participates in the Plan in accordance with Article II.
- 1.18 "Plan" means the Vienna High School District #13 Premium Saving Benefit Plan as set forth herein, together with all amendments thereto. The plan may also be referred to as the Cafeteria Plan.
- 1.19 "Plan Year" means the 12 month period beginning January 1 and ending on December 31. The initial plan year shall begin on January 1, 2009 and end on December 31, 2009. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 1.20 "Salary Redirection" means the amount of compensation which a participant elects to contribute to pay for the participant's share of the cost of providing his or her benefits under the plan, in accordance with Article III.

ARTICLE II ELIGIBILITY

- 2.1 The individuals who are eligible to participate hereunder are all Employees who are covered, or who are eligible to be covered, under the Employer's group health benefit plan(s).

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first pay date following the date after he or she has met the eligibility requirement of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

2.4 TERMINATION OF PARTICIPATION

A Participant's participation shall terminate in this Plan upon the occurrence of any of the following events:

- (a) His or her termination of employment, subject to the provisions of Section 2.6;
- (b) His or her death;
- (c) The termination of the Plan, subject to the provisions of Section 8.2.

2.5 CHANGE OF EMPLOYMENT STATUS

Any Eligible Employee shall be eligible to participate hereunder as of the date he or she satisfies the eligibility conditions for the Employer's group health plans, the provisions of which are specifically incorporated herein by reference. If a former Participant is rehired during the same period of coverage in which termination of employment occurs and such former Participant had revoked existing Benefit elections and terminated the receipt of Benefits at the time of termination of employment, then such rehired former Participant shall be prohibited from making new Benefit elections for the remaining portion of such period of coverage.

2.6 TERMINATION OF EMPLOYMENT

If a Participant terminated employment with the employer for any reason other than death, his or her participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Benefit for which the premiums have already been paid.

ARTICLE III
CONTRIBUTION TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to pay the employee's share of the cost of Benefits that a Participant has elected hereunder.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Election after the Plan Year has commenced and make a new election and/or Salary Redirection Election with respect to the remainder of the Plan Year, provided both the revocation and the new election are on account of and consistent with a change in family status as determined under the rules and regulations of the Department of the Treasury (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and termination of employment of a spouse). Salary Redirection amounts shall be contributed on a pro-rata basis for each pay period during the Plan Year. All individual Salary Reduction Elections are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect to have the amount of his Salary Redirection Cafeteria Plan Dollars applied to any one or more of the following Benefits:

- Dental
- Medical
- Prescription Drug
- Term Life

*Dependent life is not a qualified benefit.

4.2 GROUP HEALTH PLAN BENEFITS

- (a) A Participant may elect to be covered under a health and hospitalization benefit contract or other group health plan for the Participant, his or her spouse, and his or her Dependents.
- (b) The Employer may select suitable health and hospitalization benefit contracts or group health plan for use in providing this health benefit, which policies or other group health plan will provide uniform benefits for all participants electing this Benefit.
- (c) The rights and conditions with respect to the benefits payable from such health and hospitalization benefit contract or other group health plan shall be determined therefrom, and such benefit contract or other group health plan shall be incorporated herein by reference.

4.3 CASH BENEFIT

If a Participant fails to make any election of benefit options or does not elect any Salary Redirections, such Participant shall be deemed to have chosen the cash benefit as his or her sole benefit option.

4.4 NONDISCRIMINATION REQUIREMENTS

- (a) It is the Employer's intent that this Cafeteria Plan not discriminate as to contribution or Benefits provided to Highly Compensated Participants as defined in Section 1.14.
- (b) It is the Employer's intent that this Cafeteria Plan not provide qualified benefits as defined under code Section 125 (f) to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan.
- (c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees in whose favor discrimination may not occur under Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his or her effective date of participation pursuant to Section 2.2. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his or her Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election pursuant to this Section 5.1 shall not be effective until the first pay period following the latter of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made.

5.2 SUBSEQUENT ANNUAL ELECTION

During the Election Period prior to each subsequent Plan Year, each Participant MAY be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wished to select and purchase with his or her Salary Redirection Cafeteria Plan Benefit Dollars. If an employee has previously signed an election form and wants to continue without any changes, a new election form is NOT necessary. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit option elections and Salary Redirection elections as are then in effect for the current Plan Year.

5.3 CHANGE OF ELECTION

Any Participant may change a Salary Redirection election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if the changes are necessitated by and are consistent with a change in family status which is acceptable under rules and regulations adopted by the Department of the Treasury (e.g., marriage, divorce, death of a spouse or child, birth or adoption of child, termination of employment of spouse, switching from part-time to full-time employment status participant or spouse, unpaid leave of absence participant or spouse, and significant change in health coverage of spouse's health coverage due to employment).

ARTICLE VI ERISA PROVISIONS

6.1 CLAIM FOR BENEFITS

(a) Any claim for Benefits provided by an Insurance or Health Benefit Contract shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure. Any other claim for Benefits shall be made to the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. If the Administrator does not notify the Participant of the denial of the claim within the 90 day period specified above, then the claim shall be denied. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) An explanation of the Plan's claim procedure.

(b) Within 60 days after receipt of the above material the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) Submit issues and comments in writing.

(C) A decision on the review by the Administrator will be made no later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. If the decision on review is not made within such period, the claim shall be deemed denied. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

6.2 NAMED FIDUCIARY

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation, administration, and interpretation of the Plan.

6.3 GENERAL FIDUCIARY RESPONSIBILITIES

The administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participant and their beneficiaries, and:

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) In accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

ARTICLE VII ADMINISTRATION

7.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants or Key Employees if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To approve reimbursement requests and to authorize the payment of benefits; and
- (f) To appoint such agents, counsel accountants, consultants and actuaries as may be required to assist in administering the Plan.

7.2 EXAMINATION OF RECORDS

The Administrator will make available to each Participant such records as pertain to the Participant for examination at reasonable times during normal business hours.

7.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Employees.

7.4 GROUP HEALTH PLAN CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of a group health plan or an insurance contract of a particular insurer whose product is then being used in conjunction with this Plan, the terms of such group health plan or insurance contract shall control as to those Participants receiving coverage under such group health plan or insurance contract. For this purpose, the group health plan or insurance contract shall control in defining the person eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of reducing any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

8.2 TERMINATION

The Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any benefit contract shall be paid in accordance with the terms of the contract.

ARTICLE IX MISCELLANEOUS

9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.13.

9.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 NON-ALIENATION OF BENEFITS

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other obligation of such person, except as otherwise required by law.

9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Participants.

9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of the Plan.

9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) Upon the failure of either the Participant or the Employer to obtain the coverage contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the cost of coverage, if any received by the Employer or the Participant as a result of the Participant's claim.

- (c) The Employer shall not be responsible for the validity of any insurance contract issued hereunder or for the failure on the part of the insurer to make payments provided for under any insurance contract, or for the action of any person which may delay or render null and void or unenforceable, in whole or in part, an insurance contract.

9.8 FUNDING

Unless otherwise required by law, contribution to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.9 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations thereunder relating to cafeteria plans.

9.10 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amount paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the participant has reason to believe that any such payment is not sole excludable. Notwithstanding the foregoing, the rights of participants under this Plan shall be legally enforceable.

9.11 OTHER SALARY-RELATED PLANS

It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Plan. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted by law and not otherwise provided for in such other plan, be based on his or her total compensation from the Employer, including any amount by which his or her salary or wages may be reduced pursuant to the provisions of Section 3.2.

9.12 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of ILLINOIS.

9.13 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.14 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, not in any way shall affect the Plan or the construction of any provision thereof.

9.15 CONTINUATION OF COVERAGE

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

IN WITNESS WHEREOF, this Plan document is hereby executed this
1st day of January 2009.

EMPLOYER

WITNESS