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NON-ERISA SPECIMEN 403(b) PLAN FOR AFFILIATED CHURCH ORGANIZATIONS

Basic Plan Document

PURPOSE

This Plan is intended to be used by a non-electing Affiliated Church Organization to satisfy the requirements for an arrangement described in Code Section 403(b) that may include Employee Elective Deferrals, Mandatory Employee Contributions and Nondeductible Employee Contributions. It also allows for Matching Contributions and Employer Contributions. Accordingly, the Plan is not designed to comply with the requirements of ERISA, however IRC 403(b)12 nondiscrimination rules do apply to this plan. The Plan assets may be invested in Code Section 403(b)(1) annuity contracts or Code Section 403(b)(7) custodial accounts that are authorized by the Employer for use under the Plan. It is not intended that this specimen plan be used by Affiliated Church Organizations that elect to be subject to ERISA, Qualified Church Organizations and governmental entities (e.g., public schools) to establish a 403(b) retirement plan.

DEFINITIONS

The following words and phrases when used in the Plan with initial capital letters shall, for the purpose of this Plan, have the meanings set forth below unless the context indicates that other meanings are intended.

ACP SAFE HARBOR CONTRIBUTIONS
Means contributions described in Plan Section 3.04.

ACP SAFE HARBOR MATCHING CONTRIBUTIONS
Means Matching Contributions described in Adoption Agreement Section Three, Part D.

ACP SAFE HARBOR NONELECTIVE CONTRIBUTIONS
Means Plan Contributions made in an amount equal to at least three percent of each Eligible Employee’s Compensation. Such contributions shall be made without regard to whether an Eligible Employee makes an Elective Deferral or a Nondeductible Employee Contribution.

ACTUAL CONTRIBUTION PERCENTAGE (ACP)
Means the average of the Contribution Percentages of the eligible Participants in a group of either Highly Compensated Employees or non-Highly Compensated Employees.

ADOPTING EMPLOYER
Means any eligible employer named in the Adoption Agreement and any successor who by merger, consolidation, purchase, or otherwise assumes the obligations of the Plan.

ADOPTION AGREEMENT
Means the document executed by the Adopting Employer through which it adopts the Plan and thereby agrees to be bound by all terms and conditions of the Plan.

AFFILIATED CHURCH ORGANIZATION (ACO)
Means an organization which does not meet the require

ANNUAL ADDITIONS

Means, the following amounts credited to a Participant for the Limitation Year under this Plan and other plans deemed to be maintained by the Participant as described in Plan Section 3.10:

a. Plan Contributions,

b. Forfeitures,

c. Excess Aggregate Contributions

d. similar contributions or amounts under such other plans deemed to be maintained by the Participant, and

e. any additional amounts required by regulations under Code Section 415.

Means, for purposes of Plan Section 3.10(B), the sum of the following amounts credited to a Part2 112.6201 3u86I Part2 112.6201 3ued 9(ition)7(52amounts cr

3. Leave Cashouts. An amount is described in this paragraph (3) if –

   (a) The payment is for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

4. Deferred Compensation. An amount is described in this paragraph (4) if the payment is an amount received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

5. Other post-severance payments. If Employer Contributions for former Employees are elected in the Adoption Agreement, such former Employees' compensation will be Includible Compensation. Any other payment that is not described in paragraph (2), (3), or (4) of this subparagraph is not considered Compensation under paragraph (1) of this subparagraph if paid after Severance from Employment with the Employer maintaining the Plan, even if it is paid within the time period described in paragraph (1) of this subparagraph. Thus, Compensation does not include severance pay, or parachute payments within the meaning of Code Section 280G(b)(2), if they are paid after Severance from Employment with the Employer maintaining the Plan, and does not include post-severance payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to the Severance from Employment. Any payments not described above are not considered Compensation if paid after Severance from Employment, even if they are paid within 2½ months following Severance from Employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

C. Compensation for ACP and Code Section 401(a)(4) Testing

Compensation for purposes of ACP and Code Section 401(a)(4) testing will be W-2 wages unless another definition of Compensation is elected on the Adoption Agreement for allocation and other general purposes or another definition is required by law or regulation. Notwithstanding the foregoing, a Plan Administrator has the option from year to year to use a different definition of Compensation for testing purposes provided the definition of Compensation satisfies Code Section 414(s) and the regulations thereunder.

D. Limits On Compensation

The annual Compensation of each Participant taken into account in determining allocations shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan ("determination period"). The cost-of-living adjustment in effect for the calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Amounts under Code Section 125 exclude any amounts not available to a Participant in cash in lieu of group health coverage (deemed Code Section 125 compensation). An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participants' other health coverage as part of the enrollment process for the health plan.

If a determination period consists of fewer than 12 months, the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining an Employee's allocations or benefits for the current determination period, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

E. Safe Harbor Contribution Rules

Notwithstanding anything in this Plan to the contrary if an Employer has elected in the Adoption Agreement to apply the ACP safe harbor provisions to this Plan, Compensation means Compensation as defined in this Definitions Section of the Plan, except, for purposes of Plan Section 3.04, no dollar limit, other than the limit imposed by Code Section 401(a)(17), applies to the Compensation of a non-Highly Compensated Employee. However, solely for purposes of determining the Compensation subject to a Participant's salary reduction agreement, the Employer may use an alternative definition to the one described in the preceding sentence, provided such alternative definition is a reasonable definition within the meaning of Treasury Regulation 1.414(s)-1(d)(2) and permits each Participant to elect sufficient Elective Deferrals to receive the maximum amount of Matching Contributions (determined using the definition of Compensation described in the preceding sentence) available to the Participant under the Plan.

CONTRIBUTING PARTICIPANT

Means a Participant who has enrolled as a Contributing Participant pursuant to Plan Section 3.01 or 3.09 and on whose behalf the Employer is contributing Elective Deferrals (and Nondeductible Employee Contribution, if applicable) to the Plan.

CONTRIBUTION PERCENTAGE

Means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Compensation for the Plan Year.

CONTRIBUTION PERCENTAGE AMOUNTS

Means the sum of the Matching Contributions and Nondeductible Employee Contributions made under the Plan on behalf of the Participant for the Plan Year. Such Contribution Percentage Amounts shall not include Matching Contributions attributable to Mandatory Employee Contributions or Matching Contributions that are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferrals, Excess Aggregate Contributions or Excess Annual Additions that are distributed pursuant to Plan Section 3.10(A)(4). In addition, Contribution Percentage Amounts shall not include Matching Contributions that are forfeited because the contributions to which they relate are distributed from the Plan in accordance with the permissible withdrawal provisions found in Plan Section 5.01(A)(4).

DESIGNATED BENEFICIARY

Means the individual who is designated by the Participant (or the Participant's surviving Spouse) as the Beneficiary of the Participant's interest under the Plan and who is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation 1.401(a)(9)-4.

DIRECT ROLLOVER

ELECTIVE DEFERRALS

Means Plan Contributions made either as Pre-Tax Elective Deferrals or as Roth Elective Deferrals to the Plan at the election of the Participant or pursuant to automatic Elective Deferral enrollment, in lieu of cash compensation, and shall include contributions made pursuant to a salary reduction agreement. With respect to any taxable year, a Participant's Elective Deferrals are the sum of all Employer contributions made on behalf of such Participant pursuant to an election to defer under any qualified cash or deferred arrangement as described in Code Section 401(k), any simplified

EMPLOYER
Means the Adopting Employer and Related Employers listed on a Related Employer Participation Form who meet the definition of an Affiliated Church Organization.

EMPLOYER C ONTRIBUTION
Means the amount, if any, contributed to the Plan under Adoption Agreement Section Three, Part E by the Employer each Plan Year as a discretionary or fixed Employer Contribution.

EMPLOYMENT COMMENCEMENT DATE
Means, with respect5n4 8(a)12(Relat)6(e)-1(d)7(Enart)6(icip)}yr fC9Fce Ad002 6 1 Tf9 0 0 9 c0mv(e)i00.0002 Tc0.00.(9 0 0300.144 Tms.ld0.52[E(1ld0.52[I

QUALIFYING CONTRIBU TING PARTICIPANT

Means a Contributing Participant who satisfies the requirements described in Plan Section 3.03 to be entitled to receive a Matching Contribution (and Forfeitures,es

If the Plan permits both Pre-Tax Elective Deferrals and Roth Elective Deferrals and the Participant fails to designate whether their Elective Deferrals are Pre-Tax or Roth Elective Deferrals, the Participant will be deemed to have designated the Elective Deferral as Pre-Tax.

Notwithstanding anything in this Plan to the contrary, Elective Deferrals shall be transferred to the applicable Funding Vehicle as soon as such contributions can reasonably be segregated from the general assets of the Employer.

B. Pre-Tax vs. Roth Elective Deferrals – If the Adopting Employer so elects in Adoption Agreement Section Three, Part A, each Employee who enrolls as a Contributing Participant may specify wh

E. Automatic Elective Deferrals

1. Automatic Contribution Arrangements (ACA) and Eligible Automatic Contribution Arrangements (EACA) – Each Employee who is not a member of an excluded class of Employees, as specified in Adoption Agreement Section Two, Part C, will be given a reasonable opportunity to enroll as a Contributing Participant. Notwithstanding the foregoing, if the Adopting Employer so elected in the Adoption Agreement, eligible Employees who fail to provide the Employer a salary reduction agreement indicating either 1) their desire not to make Elective Deferrals, or 2) the amount or percentage of Compensation to be deferred, will automatically have the amount or percentage of Compensation listed in the Adoption Agreement withheld from their Compensation and contributed to the Plan as an Elective Deferral. The Employer shall establish a uniform and nondiscriminatory policy to determine whether or not a Participant has made a timely affirmative election to defer at a rate (including zero percent) that is different from the rate selected for automatic Elective Deferrals in the Adoption Agreement. Elective Deferrals for such automatically enrolled Contributing Participants shall continue at the rate specified in the Adoption Agreement until 1) the Contributing Participant provides the Employer a salary reduction agreement (either in writing or in any other form permitted under rules promulgated by the IRS) to the contrary, or unless 2) Elective Deferrals are increased in accordance with Plan Section 3.01(E)(3). Contributions made pursuant to this Plan Section 3.01(E) will be characterized as Pre-Tax Elective Deferrals. Except as otherwise indicated in this Plan Section 3.01(E) or as otherwise indicated in rules promulgated by the IRS, Elective Deferrals made to the Plan pursuant to this Plan Section 3.01(E) will be subject to all Plan rules otherwise applicable to Elective Deferrals.

B. Allocation Formula and the Right to Share in the Employer Contribution

1. General – The Employer Contribution for any Plan Year will be deemed allocated to each Participant's Individual Account as of the last day of that Plan Year. If elected in the Adoption Agreement, Employer Contributions shall be allocated to the Plan on behalf of each Participant who has incurred a Disability. Any Employer Contribution for a Plan Year must satisfy Code Section 401(a)(4) and the Treasury Regulations thereunder for such Plan Year.

   If elected in the Adoption Agreement, Employer Contributions shall be allocated to the Plan on behalf of a Participant who is a former Employee. The amount, the allocation formula, and the class of former Employees eligible to receive Employer Contributions shall be determined by the Employer, in its sole discretion, from year to year. Such contributions will be based upon the former Employee's Includible Compensation for a period of up to five years.

2. Special Rules for Integrated Plans – If the Adopting Employer has selected the integrated contribution and allocation formula in the Adoption Agreement, the integration level shall be defined in the Adoption Agreement. This Plan may not allocate contributions based on an integrated formula if the Employer maintains any other 403(b) or qualified plan that provides for allocation of contributions based on an integrated formula that benefits any of the same Participants. The maximum disparity rate shall be determined in accordance with the following table.

MAXIMUM DISPARITY RATE

Integration Level	Maximum Disparity
Taxable Wage Base (TWB)	5.7%
More than $0 but not more than 20 percent of TWB	5.7%
More than 20 percent of TWB but not more than 80 percent of TWB	4.3%
More than 80 percent of TWB but not more than TWB	5.4%

Annual overall permitted disparity limit: Notwithstanding anything in this Plan to the contrary, for any Plan Year this Plan benefits any Participant who benefits under

e. Participants who are still employed on the last day of the Plan Year who have completed 50 percent of the number of Hours of Service to otherwise be a Qualifying Participant or Qualifying Contributing Participant, if applicable;

f. Any Participant still employed on the last day of the Plan Year;

g. Participants who are not employed on the last day of the Plan Year because the Participant has died,4f3Mrtie 0.0015 Tc0.0018 Tw9 0 0

3.08 PLAN-TO-PLAN TRANSFER CONTRIBUTIONS

1. If elected in the Adoption Agreement, the Plan may receive any amounts transferred to it on behalf of an Employee from another Code Section 403(b) plan, unless an Employee is either employed by a Related Employer that does not participate in this Plan or a member of any excluded class of Employees listed in Adoption Agreement Section Two. Whether any particular transfer may be accepted by the Plan, and the procedures for the receipt of such transfers by the Plan, will be determined by the requirements of Treasury Regulation 1.411(d)-4, Q&A-3, Treasury Regulation 1.403(b)-10(b)(3), and other rules promulgated by the IRS. The Plan Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies the requirements of Code Section 403(b).

2. The amount so transferred shall be credited to the Participant's Individual Account, so that the Participant whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant immediately before the transfer. A separate subaccount shall be maintained by the Plan Administrator for each Employee's transfer contributions, which will, if applicable, be nonforfeitable at all times. Such account will share in the income and gains and losses of the Funding Vehicle in which invested.

   Notwithstanding the foregoing, an Employee's separate account established solely on account of an event described in Code Section 414(l) shall continue to be subject to the Plan's vesting schedule except as otherwise provided therein.

3. To the extent any amount transferred is subject to any distribution restrictions required under Code Section 403(b) and Treasury Regulation 1.403(b)-6, distribution restrictions under the Plan which apply to the Participant or Beneficiary whose assets are being transferred will not be less stringent than those imposed under the transferor plan. The transferred amount shall not be considered an

5. If Excess Annual Additions were allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another contract or account, the Excess Annual Additions attributed to this Plan will be the product of,

    i. the total Excess Annual Additions allocated as of such date, multiplied by

    ii. the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other annuity contracts and custodial accounts.

6. Any Excess Annual Additions allocated to a Participant under this Plan are included in a Participant's gross income and must be separately accounted for under Plan Section 7.02, and may be distributed pursuant to Treasury Regulation 1.403(b)-4(f).

B. If a Participant is considered to be in control of an employer for a Limitation Year (regardless of whether the employer controlled by the Participant is the Employer maintaining this Plan in which the Participant participates), the plans in which the Participant participates are treated as defined contribution plans maintained by both the controlled employer and the Participant for that Limitation Year. Accordingly, those plans are aggregated with all other defined contribution plans maintained by that employer. Further, in such case, the plans are aggregated with all other defined contribution plans maintained by the Participant or any other employer that is controlled by the Participant. A Participant is considered to be in control of an employer for a Limitation Year if, pursuant to Treasury Regulations 1.415(a)-1(f)(1) and (2), a plan maintained by that employer would have to be aggregated with a plan maintained by an employer that is 100% owned by the Participant. If contributions to this Plan are aggregated with a qualified plan of a controlled employer, this Plan and the qualified plan must satisfy the limitation of Code Section 415(c) both separately and on an aggregate basis. With respect to the Participant, that means that Subsection (A) above must be satisfied. For purposes of applying the separate limitations, compensation from a controlled employer other than the Employer purchasing the Funding Vehicle may not be aggregated with compensation from the Employer purchasing the Funding Vehicle. The following rules apply to such a Participant with respect to applying the limits on an aggregate basis:

1. The amount of Annual Additions which may be credited to the Participant's Individual Account for any Limitation Year will not exceed the Maximum Permissible Amount, reduced by the Annual Additions credited to a Participant under any other 403(b) annuity contract or custodial account which is deemed under Treasury Regulation 1.415(f)-1(f) to be maintained by the Participant, and any qualified defined contribution plans maintained by 28 Te78(froin9 0 0 9 312.6979f949 497.343 Tm69 4l6ltah005 Tc0.

SECTION FOUR: VESTING AND FORFEITURES

4.01 DETERMINING THE VESTED PORTIO N OF PARTICIPANT INDIVIDUAL ACCOUNTS

A. Determining the Vested Portion – In determining the Vested portion of a Participant's Individual Account, the following rules apply:

1. Plan Contributions – The Vested portion of a Participant's Individual Account derived from Plan Contributions is determined by applying the vesting schedule(s) selected in Adoption Agreement Section Four, Part A, except as otherwise provided in this Plan Section 4.01(A).

2. Other Contributions – A Participant is fully Vested in their rollover contributions and transfer contributions. Notwithstanding the foregoing, a Participant shall not be fully Vested in their Individual Account solely on account of a transaction described in Code Section 414(l), except as otherwise provided therein. The Participant's accrued benefit derived from Elective Deferrals, Nondeductible Employee Contributions, Mandatory Employee Contributions, and ACP Safe Harbor Contributions, is also nonforfeitable. Separate accounts for Pre-Tax Elective Deferrals, Roth Elective Deferrals, Nondeductible Employee Contributions, Mandatory Employee Contributions, Matching Contributions, and Employer Contributions will be maintained for each Participant. Each account will be credited with the applicable contributions and earnings thereon.

3. Fully Vested Under Certain Circumstances – A Participant is fully Vested in their Individual Account if any of the following occurs:

   a. the Participant reaches Normal Retirement Age;
   b. the Participant incurs a Disability;
   c. the Participant dies;
   d.

3. Special Requirements for Annuity Contracts and Custodial Accounts – Notwithstanding the provisions in Plan Sections 5.01(A)(1) and (2) above, the Vested portion of a Participant's Individual Account attributable to Employer Contributions and Matching Contributions (including earnings thereon) in annuity contracts issued as of the close of the taxable year beginning before January 1, 2009, and Elective Deferrals (including earnings thereon) in annuity contracts as of the close of the taxable year beginning before December 31, 1988, shall be distributable at any time, to the extent permitted in the Prior Plan, the annuity contract, and the Internal Revenue Code, if the Adoption Agreement so provides. Notwithstanding the foregoing, amounts transferred from a custodial account to an annuity contract must retain the more stringent withdrawal restrictions applicable under the custodial account and may not be distributable in accordance with this paragraph.

   Notwithstanding the prior paragraph, unless the distribution is one to which Code Section 72(t)(2)(G) applies (concerning qualified reservist distributions), distributions from a custodial account that is approved by an Employer for use under the Plan of the portion of a Participant's Individual Account that is not attributable to Elective Deferrals may not be paid to a Participant before the Participant has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), or attains age 59½.

4. Special Requirements for EACA Contributions – Notwithstanding the foregoing, unless otherwise elected in Adoption Agreement Section Three, Part A, and subject to the Individual Agreements, contributions made to the Plan under an EACA described in Plan Section 3.01(E) may be distributed as permissible withdrawals in accordance with following conditions.

   a. The permissible withdrawal is made pursuant to an election by the Eligible Employee;

   b. The election made by the Eligible Employee is made no later than the date which is 90 days after the date of the first Elective Deferral of such Eligible Employee made under the EACA provisions; and

   c. The permissible withdrawal consists both of the Elective Deferrals made to the Plan under the EACA provisions and any earnings attributable to those Elective Deferrals.

   Elective Deferrals withdrawn from the Plan in accordance with this Section will be subject to rules promulgated by the IRS relating to such withdrawals (for example, whether Matching Contributions related to these Elective Deferrals permissively withdrawn will be forfeited or will be excluded from nondiscrimination testing).

5. Distribution Exceptions

   a. Excess Elective Deferrals None of the prior provisions of this Plan Section 5.01(A) shall prevent distribution in the case of correction of Excess Elective Deferrals as permitted by Treasury Regulation 1.403(b)-4(f)).

   b. Plan Termination – None of the prior provisions of this Plan Section 5.01(A) shall prevent distribution in the case of plan termination as permitted by Treasury Regulation 1.403(b)-10(a).

6. Distribution Request: When Distributed – A Participant or Beneficiary entitled to a distribution who wishes to receive a distribution must submit a request (either in writing or in any other form permitted under rules promulgated by the IRS) to the Plan Administrator. If required in writing, such request shall be made upon a form provided or approved by the Plan Administrator. Upon a valid request, if applicable, the Plan Administrator shall direct the Vendors to commence distribution as soon as administratively feasible after the request is received, except as otherwise provided in the Adoption Agreement.

   Distributions will be made based on the value of the Vested portion of the Individual Account available at the time of actual distribution. To the extent the distribution request is for an amount greater than the Individual Account, the Vendors shall be entitled to distribute the entire Vest

D. Miscellaneous Distribution Issues

1. Distribution of Rollovers, Transfers, Mandatory Employee Contributions, and Nondeductible Employee Contributions – The following rules s

B. Determination of Income or Loss – Excess Aggregate Contributions shall be adjusted for any income or loss up to the end of the Plan Year to which such contributions were allocated. The income or loss allocable to Excess Aggregate Contributions allocated to each Participant is equal to the income or loss allocable to the Participant's Nondeductible Employee Contributions, if applicable,

SECTION SEVEN: MISCELLANEOUS

7.01 VENDORS, FUNDING VEHICLES AND INDIVIDUAL AGREEMENTS

A. In General

The Plan Administrator shall select the Vendors that will provide the Funding Vehicles under the Plan. As indicated by the definition

D. The Plan Administrator shall have all of the powers necessary or appropriate to accomplish their duties under the Plan, including, but not limited to, the following:

1. To appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator;
2. To appoint and retain counsel, specialists, or other persons as the Plan Administrator deems necessary or advisable in the administration of the Plan;
3. To resolve all questions of administration of the Plan;
4. To establish such uniform and nondiscriminatory rules which it deems necessary to carry out the terms of the Plan;
5. To make any adjustments in a uniform and nondiscriminatory manner which it deems necessary to correct any arithmetical or accounting errors which may have been made for any Plan Year;
6. To correct any defect, supply any omission, or reconcile any inconsistency in such manner and to such extent as shall be deemed To

Upon termination of the Plan, the balance of the Individual Accounts of each Participant will be distributed in a lump sum or by delivery of a fully paid annuity contract, as permitted by Treasury Regulation 1.403(b)-10(a). Distribution is permitted only if the Employer and the Related Employers do not make contributions to any Funding Vehicles that are not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the Plan. An exception to that requirement may apply as described in Treasury Regulation 1.403(b)-10(a).

7.09 CONTINUANCE OF PLAN BY SUCCESSOR EMPLOYER

Notwithstanding the preceding Plan Section 7.08, a successor of the Adopting Employer may continue the Plan and be substituted in the place of