Attachment A

COUNTY OF RIVERSIDE

PART-TIME AND TEMPORARY EMPLOYEES'

RETIREMENT PLAN

(Restated Effective January 1, 2008)

Table of Contents

COUNTY OF RIVERSIDE PART-TIME AND TEMPORARY

EMPLOYEES' RETIREMENT PLAN

INTRODUCTION

This Plan and Trust Agreement have been adopted by the County of Riverside California for its Part-time and Temporary Employees. The Employer is the County of Riverside California and this is a "government plan" as such term is defined in the Employee Retirement Income Security Act of 1974 and the Internal Revenue Code of 1986. Government plans are exempt from the following Code Sections: 401(a)(3), 401(a)(4), 401(a)(10)(B)(iii), 401(a)(11), 401(a)(12), 401(a)(13), 401(a)(14), 401(a)(15), 401(a(19) 401(a)(26), 401(k), 401(m), and 410(a) and (b), 412 and 417..

ARTICLE I.
ADOPTION – PURPOSE

1.1 ADOPTION AND TITLE

The County of Riverside (the "Employer") hereby amends, restates, and adopts the County of Riverside Part-Time & Temporary Employees' Retirement Plan (the "Plan") effective January 1, 2008.

1.2 PURPOSE

The Employer wishes to comply with the Omnibus Budget Reconciliation Act of 1990 (the "Act") and applicable pension provisions of other statutes and substitute the benefits provided under this Plan for the benefits provided under Social Security. In addition, the Employer wishes to comply with applicable provisions of legislative changes required by the Uruguay Round Table Agreements Act, Pub. L. 103-464 ("GATT"), the Uniformed Services Employment and Reemployment Rights Act of 1994, Pub. L. 103-353 ("USERRA"), the Small Business Job Protection Act of 1996, Pub. L. 104-188 ("SBJPA"), the Taxpayer Relief Act of 1997, Pub. L. 105-34 ("TRA 97"), and the Internal Revenue Service Restructuring and Reform Act of 1998, Pub. L. 105-206 ("RRA"), collectively known as "GUST", and the Community Renewal Tax Relief Act of 2000, Pub. L. 106-554 ("CRA"). The effective dates of amendments under GUST and CRA are provided herein with those provisions.

In addition, the Employer wishes to comply with the requirements of the Economic Growth and Tax relief Act of 2001 ("EGTRRA") as well as the good faith compliance requirements concerning the final Code Section 415 Regulations. The effective date of these provisions shall generally be January 1, 2008 except for those provisions that are required to be effective at earlier dates, which shall be effective as of such dates.

To accomplish these purposes, the Employer has adopted this amended and restated Plan to cover Employees in an eligible group. The Trust established under this Plan (incorporated by this reference) and the assets thereunder will not be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, as prescribed in Code Sections 401(a) and 501(a) and Proposition 162 that amended the California Constitution.

1.3 RIGHTS

The Employer, by maintaining this Plan, does not give any Employee or any other person any legal or equitable right against the Employer, the Trustee, or the corpus or income of the Trust unless the right is specifically provided for in this Plan, nor does it give any Employee the right to be retained in the Employer's service.

ARTICLE II.
DEFINITIONS

2.1 ACCRUED BENEFIT

A Participant's monthly benefit under Section 5.3 to which the Participant is entitled at Normal Retirement Date, or Late Retirement Date, based on years of Benefit Accrual Service and Career Compensation at the date of determination.

2.2 ACCOUNT BALANCE

The accumulation of Employee contributions and related income.

2.3 ACT

The Omnibus Budget Reconciliation Act of 1990

2.4 ACTUARIAL EQUIVALENT (EQUIVALENCE)

A benefit having the same value as another stated benefit on the date payment commences or on any other date calculated on the basis of the factors as applicable below.

(a) Adjustment for Form and Date of Payment: If a Participant's Accrued Benefit is payable in a form other than the Normal Form of Retirement Benefit it will be adjusted to reflect the Actuarial Equivalent thereof. If a Participant's Accrued Benefit is payable at any time after the Participant's Normal Retirement Date, it will be determined in accordance with Section **5.4**. If a Participant's Accrued Benefit is payable at any time prior to the Participant's Normal Retirement Date, it will be adjusted to reflect the Actuarial Equivalent of the Normal Form of Retirement Benefit commencing at Normal Retirement Date.

(b) Age on Applicable Date: The Actuarial Equivalent of an Accrued Benefit will be determined as of the applicable date on the basis of the payee's actual Age (or nearest age in years, or age in years and months, consistently determined by the Administrator). If a benefit is initially determined and thereafter there is an administrative delay in the actual payment of benefits, the Administrator shall determine in a manner consistently applied on a nondiscriminatory basis whether the benefit will be adjusted. Any such adjustment may either add interest to the date of actual distribution or the benefit may be revalued based on the payee's then current actual Age (or nearest age in years, or age in years and months, consistently determined by the Administrator) as of the date benefits are paid.

(c) Amendment of Actuarial Equivalence: Except as may otherwise be permitted by the Code and by the regulations issued thereunder, if the definition of Actuarial Equivalence is amended, in no event will the lump sum Actuarial Equivalent of an Accrued Benefit determined on the date a benefit commences be less than the Actuarially Equivalent value of the Accrued Benefit as determined one day prior to the date of change, based on the terms of the Plan as in effect on such day.

(d) Actuarial Equivalence Factors: The Plan's actuarial assumptions are a 6% Pre-retirement interest rate and Post-retirement: 6% interest. The Plan uses the Unisex Projected (UP) 1984 Mortality Table. Notwithstanding the preceding, for purposes of determining the amount of a distribution payable under either (1), (2), or (3) following, if it produces a greater benefit then Actuarial Equivalence will be determined on the basis of the applicable mortality table and applicable interest rate under Code Section §417(e) as in (f) below: (1) as a cash-out under Section 5.6 or in the form of a lump sum or installments if permitted in Section 5.1(b), or (2) in a form other than an annual benefit that is non-decreasing for the life of the Participant or in the case of a Qualified Pre-Retirement Survivor Annuity, the life of the Participant's Spouse, or (3) in a form that decreases during the life of the Participant merely because of the death of the surviving annuitant (but only if the reduction is to a level not below 50% of the annual benefit payable before the death of the surviving annuitant) or merely because of the cessation or reduction of Social Security supplements or qualified disability payments.

(e) Code §417(e) GATT Factors: The applicable interest rate is the rate of interest on 30 year Treasury securities as specified by the Commissioner for the applicable lookback month for the applicable stability period. The applicable lookback month shall be the **second** calendar month preceding the first day of the applicable stability period. The applicable stability period shall be the successive period of one **Plan Year** that contains the Annuity Starting Date for the distribution and for which the applicable interest rate remains constant. If the date herein for determining the applicable interest rate is changed by amendment or by indirect change as a result of a change in the Plan Year, such change shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment's effective date or adoption date, if during such period the Participant's distribution would be reduced as a result of such amendment. The post-retirement (and pre-retirement, if applicable) applicable GATT mortality table will be as follows: 1) for benefits with an Annuity Starting Date before December 31, 2002 as set forth in Revenue Ruling 95-6 equal to the 1983 Group Annuity Mortality Table gender neutral blended 50/50 Male and Female; and 2) for benefits with an Annuity Starting Date on or after December 31, 2002 as set forth in Revenue Ruling 2001-62 equal to the 1994 Group Annuity Reserving Mortality Table projected to 2002 based on a fixed blend of 50% of the unloaded Male mortality rates and 50% of the unloaded Female mortality rates.

2.5 ADMINISTRATOR

The Employer unless another Administrator is appointed by the Employer.

2.6 ANNIVERSARY DATE

June 30th of each year.

2.7 ANNUITY STARTING DATE

The first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable as an annuity, the first day all events have occurred which entitle the Participant to such benefit..

2.8 BENEFICIARY

The person or person designated by a Participant, in writing in the manner at the time specified by the Plan Administrator, on a Beneficiary designation form filed with the Plan Administrator; in the absence of this designation and filing, the person or persons designated herein.

2.9 BENEFIT ACCRUAL SERVICE

All periods of employment as an active Participant. Benefit Accrual Service shall be determined on an elapsed-time basis and measured in whole years. If a Participant received credit for a year of service during a Plan Year as an active Participant under the Plan, the Participant shall receive credit for one year of Benefit Accrual Service. Benefit Accrual Service shall not include years of employment with the Employer during which the Participant is not an Employee, as defined in this Plan, for any portion of the Plan Year.

2.10 CODE

The Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder by the Internal Revenue Service.

2.11 COMPENSATION:

Base pay actually received by an active Participant from the Employer, while covered by the Plan with the following exceptions: Annual Compensation shall be limited to lesser of (a) $150,000 for Plan Years beginning prior to January 1, 2002 and $200,000 for plan years beginning after December 31, 2001 (or such other amount as provided under Code Section 401(a)(17) of the Code determined as of the first day of a calendar year by the Secretary of the Treasury) and (b) the applicable Taxable Wage Base for old age/survivor pensions in effect on the first day of each calendar year period. Base pay shall be determined under standard and established practices of the Employer (W-2 wages). The following items are examples of what is excluded from base pay (and are not intended to be the only items that are excluded):

1) overtime pay
2) bonuses or,
3) single-sum amounts receive on account of death or separation for service under a bona fide vacation, compensatory time or sick pay plan, or under severance pay plans. For purposes of this Plan, Compensation shall include Employer Code Section 414(h) Contributions.

Under no circumstances shall pay earned for periods before April 1, 1999, be included as Compensation.

2.12 CAREER COMPENSATION

The total amount of Compensation for the period of the Participant's Benefit Accrual Service.

2.13 EFFECTIVE DATE

April 1, 1999, and is applicable to the first payroll period that includes April 1, 1999 and not before.

2.14 EMPLOYEE

Any person employed within the meaning of Code Section 2121(b) and Treasury Regulations 31.3121(b)(7)-2(d)(2) as a part-time, seasonal or temporary employee by the Employer for whom Social Security contributions would be made but for the Employee's coverage under this Plan and who is not covered under any other retirement system as defined in Code Section 3121(b)(7)(F) maintained by the Employer. Employee shall not include any of the following: (i) a Rehired Annuitant to the extent that he/she is deemed to be a qualified participant under Treasury Regulation 31.3121(b)(7)-2(d)(4); (ii) persons employed in more than one position with the Employer, if such person is a member of a retirement system as defined in Code Section 3121(b) with respect to services performed in one of those positions and is a qualified participant in such system under Treasury Regulations 313121(b)(7)-2; (iii) persons employed in a position that, based on the job classification system, is in an ineligible group for purposes of participation in the Plan. Specifically, but without limiting the generality of item (iii) in the previous sentence, persons employed in the following job classifications shall not be considered Employees and shall not be eligible for participation in this plan: Service Aide I, Service Aide II, Program Assistant, and Supervising Program Assistant, whose compensation is paid through the Employer's Older American Community Service Employment Program.

2.15 EMPLOYEE CONTRIBUTION ACCOUNT

A book account maintained for each Participant that records the amount of his/her Employee Contributions plus the Employee Crediting Rate on those contributions. This Account shall be valued once a year, as of the Valuation Date.

2.16 EMPLOYEE CONTRIBUTIONS

Employee contributions shall be made at a rate of 3.75% of Compensation per pay period. Such contributions shall be "picked up" pursuant to Code section 414(h)(2) and therefore shall be Employer Code 414(h)(2) contributions.

2.17 EMPLOYEE CREDITING RATE

Employee contributions shall be credited with earnings at the rate of 5% per annum, compounded annually, on the last day of each plan year. The crediting will apply to the Employee's Account Balance as of the end of the previous Plan Year and contributions made during the first half of the current Plan Year. The Employer reserves the right to amend the Plan to change the amount of the Employee Crediting Rate credited on Employee Contributions; any new such rate shall apply on and after the effective date on such rate to all Employee Contributions, whether made prior to or after the date of the change in the Employee Crediting Rate.

2.18 EMPLOYER

The County of Riverside, State of California, which is also the Sponsor of the Plan.

2.19 EMPLOYER CONTRIBUTIONS

Contributions made by the Employee but designated as Employer contributions for purposes of tax deferral under Code Section 414(h)(2). These contributions result in the reduction of a Participant's actual pay. Participants do not have the option to receive these contributions, or an equivalent amount, directly instead of having them paid by the Employer into the Plan. These contributions are treated as pre-tax Employer Contributions pursuant to Section 414(h)(2). Moreover, they don't count as Employee Contributions and thus, are not available to be added to the Employee's Account Balance.

2.20 EMPLOYMENT DATE

The first day on which a person is an Employee of the Employer.

2.21 ENTRY DATE

The Effective Date, the Employment Date, or the first day the person becomes an Employee, whichever occurs later.

2.22 FIDUCIARY

Any individual or entity which exercises any discretionary authority or control over the management of the Plan or over the disposition of the assets of the Plan; renders investment advice for a fee or other compensation (direct or indirect); or has any discretionary authority or responsibility over Plan administration; or acts to carry out a fiduciary responsibility, when designated by a named Fiduciary pursuant to authority granted by the Plan.

2.23 INACTIVE PARTICIPANT

Any Participant who has become ineligible to participate in the Plan due to his/her becoming covered under another plan that meets the definition of a retirement system as defined in Code Section 3121(b)(7)(F) and regulations thereunder, or to the extent that the Employer is paying tax under Code Section 3111(a) with respect to such individual, or while employed in an ineligible group or classification.

2.24 LATE RETIREMENT DATE

The date as of which a Participant who has postponed retirement after his Normal Retirement Date actually retires. A Participant who elects to postpone his retirement shall receive full credit for Benefit Accrual Service and Compensation after age 65.

2.25 LEAVE OF ABSENCE

Any absence of an Employee from active service with the Employer that is not treated by the Employer as a Termination of Employment. Determinations of approved Leaves of Absence will be nondiscriminatory for all Employees.

2.26 LIMITATION YEAR

The Plan Year.

2.27 NORMAL FORM OF RETIREMENT BENEFIT

A monthly straight life annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

2.28 NORMAL RETIREMENT AGE

A Participant's sixty-fifth birthday.

2.29 NORMAL RETIREMENT DATE

The first day of the month coinciding with or immediately preceding a Participant's Normal Retirement Age.

2.30 PARTICIPANT

Any Employee who has met the eligibility and participation requirements of the Plan including former Employees whose benefit has not been fully paid.

2.31 PERIOD OF SEVERANCE

The period beginning with the Severance from Service Date and ending with the date immediately preceding the Employee's Reemployment Date with the Employer.

2.32 PLAN

The County of Riverside Part-Time & Temporary Help Employees Retirement Plan, as set forth herein, and as it is amended from time to time.

2.33 PLAN YEAR

The accounting period of this Plan and the Trust is the 12-consecutive-month period beginning July 1 and ending the following June 30. The Plan Year will also be the limitation year for purposes of Code Section 415.

2.34 QUALIFIED MILITARY SERVICE UNDER USERRA

The Uniformed Services Employment and Reemployment Rights Act of 1994. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

2.35 REEMPLOYMENT DATE

The first date following a Period of Severance.

2.36 REHIRED ANNUITANT

Any person employed by the Employer who is a former participant in a retirement system (as defined in Code Section 3121(b)) maintained by the Employer, who has previously retired and who is either in pay status or has reached normal retirement age under that system, as provided in Treasury Regulations Section 31.3121(b)-7.

2.37 REQUIRED BEGINNING DATE

For a Participant who is not a 5% owner, April 1st of the calendar year following the later of the calendar year in which the Participant reaches Age 70½ or the calendar year in which the Participant actually retires; and for a Participant who is a 5% owner, April 1st of the calendar year following the calendar year in which the Participant reaches Age 70½. This is a Government Plan and as such, there are no 5 %% owners.

A Participant's Accrued Benefit shall be actuarially increased to take into account the period after Age 70½ in which the Participant does not receive any benefits under the Plan. The Participant shall be entitled to a minimum of the Actuarial Equivalent of the Participant's Accrued Benefit as determined as of the April 1 following the calendar year in which the Participant attains Age 70½ (January 1, 1997 in the case of a Participant who attained Age 70½ prior to 1996), and ending on the date on which benefits commence after retirement in an amount sufficient to satisfy Code §401(a)(9).

The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than the Actuarial Equivalent of the Participant's retirement benefit that would have been payable as of the date the actuarial increase must commence plus the Actuarial Equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code §411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under Code §401(a)(9)(C) must be provided even in the period during which an employee is in Code §203(a)(3)(B) service.

For purposes of Code §411(b)(1)(H), the actuarial increase will be treated as an adjustment attributable to the delay in distribution of benefits after the attainment of Normal Retirement Age. Accordingly, to the extent permitted under Code §411(b)(1)(H), the actuarial increase required under Code §401(a)(9)(C)(iii) may reduce the benefit accrual otherwise required under Code §411(b)(1)(H)(i), except that the rules on the suspension of benefits are not applicable.

2.38 ROLLOVER CONTRIBUTION

Amounts transferable to this Plan (a) in a trustee to trustee transfer from another qualified plan; (b) from another qualified plan as a distribution eligible for tax free rollover treatment and which is transferred by a Participant to this Plan within 60 days following his or her receipt thereof; (c) from a conduit individual retirement account if the only assets therein were previously distributed to the Participant by another qualified plan as a lump sum distribution eligible for a tax free rollover within 60 days of receipt thereof and earnings on said assets; or (d) from a conduit individual retirement account meeting the requirements of (a) above and transferred to this Plan within 60 days of receipt thereof. The Plan does not permit any Rollover Contributions to this Plan.

2.39 SEVERANCE FROM SERVICE

The later of the date the Employee retires, dies, or otherwise separates from service; or fails to return to active work within three working days following the expiration of an approved Leave of Absence.

2.40 SPONSOR

The Employer or any successor Employer.

2.41 SPOUSE

The person to whom a Participant is legally married; provided, however, that such person has been married to the Participant throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

2.42 TERMINATION OF EMPLOYMENT

Any of the following events:

a) Dismissal for any reason;
b) Refusal or failure to return to work within three working days after date requested by the Employer;
c) Failure to return to work within three working days of the conclusion of an approved Leave of Absence;
d) Voluntary termination, including retirement; or
e) Death

2.43 TERMINATED PARTICIPANT

A Participant who has ceased to be an Employee for reasons other than retirement, death or Disability.

2.44 TRUST

The fund established under the Trust Agreement from contributions made by the Employer or Employee Contributions and from which any distributions under the Plan are made.

2.45 TRUST AGREEMENT

The agreement between the Trustee and the Employer which provides for the investment and administration of the Trust.

2.46 TRUSTEE

The persons or entity named as trustee or trustees in this Plan and any successor to such Trustee or Trustees.

2.47 VALUATION DATE

Except as otherwise provided regarding the Top Heavy Ratio, the date on which the Trustee determines the value of the assets of the Trust Fund, which must occur annually on the last day of the Plan Year and such other date or dates as deemed necessary by the Administrator in a manner that does not discriminate in favor of Highly Compensated Employees. The Valuation Date need not necessarily be the same as the date for actuarially determining the required Employer contributions to fund Plan benefits under Section 3.1.

ARTICLE III.
PLAN PARTICIPATION

3.1 ELIGIBILITY

Each person who is an Employee on or after Effective Date shall become a Participant under this Plan on his Entry Date. If, after becoming a Participant, such Participant becomes a qualified participant covered by another retirement system as provided in Code Section 3121(b)(F) and Treasury Regulations 31.3121(b)(7)-2, such Employee shall be an Inactive Participant under this plan while covered by such other plan. Furthermore, a person shall be an Inactive Participant under this Plan during any periods of service that are treated as employment under Code Section 3121(b), to the extent that the Employer is paying tax under Code Section 3111(a) with respect to such individual.

If a person providing services to the Employer is in an ineligible group of employees and thereafter transfers to an eligible group of Employees as described in Section 2.11 herein, he/she shall be eligible to participate in the Plan upon such date of transfer. If an Employee who is in an eligible group of Employees thereafter transfers to an ineligible group of employees as described in Section 2.11 herein, he/she shall become an Inactive Participant. Such person's Accrued Benefit will be fixed and shall remain in the Plan. No further contributions shall be made to the Plan on his/her behalf.

3.2 REEMPLOYMENT

An Employee who has incurred a Termination of Employment. and is later re-employed, becomes a Participant as of the date of reemployment as an Employee. If a Participant receives a distribution upon termination and then resumes employment covered under the Plan, such Participants Accrued Benefit shall be reduced to reflect an appropriate actuarial offset for the prior distribution.

3.3 QUALIFIED MILITARY SERVICE UNDER USERRA

Notwithstanding any provision of this Plan to the contrary, effective on the Effective Date, contributions, benefits and service credit with respect to Qualified Military Service under USERRA will be provided in accordance with section 414(u) of the Code.

ARTICLE IV.
CONTRIBUTIONS

4.1 EMPLOYER CONTRIBUTIONS

Employer contributions will be made to the Plan in accordance with the following provisions:

(a) Payment of Employer Contributions: The Employer intends to pay contributions for a particular Plan Year in such amounts as are actuarially required to fund Plan benefits and at such times as the Employer may decide.

(b) Determining Employer Contributions: The Administrator may retain an enrolled actuary for the purpose of providing an actuarial valuation to determine the amount of required Employer contributions under Code §412. Such actuarial valuation will be based on the method of funding and actuarial assumptions as deemed reasonable by the enrolled actuary and, if applicable, the period of amortization of any unfunded actuarial liability; and as determined by the enrolled actuary may reflect the adjustment for experience realized from various factors such as the investment of the Trust Fund, mortality, turnover, forfeitures, and any dividends resulting from insurance, if applicable.

ARTICLE V.
PLAN BENEFITS

5.1 TIME OF BENEFIT DISTRIBUTION

(a) Normal and late Retirement benefits will begin not later than 60 days after the close of the Plan year during which Normal Retirement Date, or Late Retirement Date occurs, whichever is later.

(b) Death benefits will commence no later than 1 year after the date of death.

(c) In the case of any other Termination of Employment, the payments will begin not later than 60 days after the close of the Plan Year in which Normal Retirement Date would have occurred if the Participant had remained in the employ of the Employer. Payment may occur no sooner than as provided in Section 5.2 below.

(d) Notwithstanding any other provision in this Plan, if the Actuarial Equivalent of the Accrued Benefit is less than $1,000 on an Employee's Termination of Employment (except in the case of death), the Trustee shall distribute in a single sum (within a reasonable time after such Termination) to the Participant the Actuarial Equivalent of his or her entire vested benefit earned under this Plan, subject to the Employee's right to have such monies transferred as otherwise provided herein.

5.2 BENEFITS EXCEEDING $1,000

(a) If the Actuarial Equivalent of the Accrued Benefit exceeds $1,000, the Participant must consent to the immediate distribution of such amount.

(b) A Participant's benefit is immediately distributable if any part of the benefit could be distributed to the Participant (or the Participant's surviving Spouse) before the Participant reaches (or would have reached if not deceased) his or her Normal Retirement Age.

(c) The consent of the Participant to any benefit that is immediately distributable must be obtained in writing prior to distribution. The Participant will not be required to consent to a distribution that is required by Code §401(a)(9) or §415.

(d) The Administrator must notify the Participant of the right to defer any distribution until the benefit is no longer immediately distributable. Notification will include a general explanation of the material features and relative values of the optional forms of benefit available under the Plan in a manner that will be provided no less than 30 days or more than 90 days prior to the Annuity Starting Date.

(e) Distribution of the Participant's benefit may begin less than 30 days after the notice described in paragraph (c) is given if (1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving notice to consider the decision of whether or not to elect a distribution; (2) the Participant, after receiving the notice, affirmatively elects a distribution (or a particular distribution option); and (3) the Participant does not revoke the election at any time prior to the expiration of the 7-day period that begins on the date the notice is given.

5.3 BENEFIT UPON NORMAL RETIREMENT

Subject to the provisions of Article 7 with respect to the limitations under Code Section 415 each Participant will be entitled to retire at his Normal Retirement Date and to receive an Accrued Benefit payable as a Normal Form of Retirement Benefit equal to the amount determined in accordance with the provisions of this Section. Each Participant's monthly Accrued Benefit will be an amount equal to 1/12th of the following:

(i) **Benefit Formula:** 2% of the Participant's Career Compensation.

5.4 BENEFIT UPON LATE RETIREMENT

If a Participant continues employment with an Employer beyond Normal Retirement Age, subject to the provisions of Code Section 415 and subject to the minimum benefit rules of 401(a)(9), the Participant may elect to receive an enhanced benefit payable in the Normal Form of Retirement Benefit or in any of the Optional Forms of Distribution permitted hereunder calculated the same as if he had not attained Normal Retirement Age. He will receive his full Accrual Benefit after age 65.

5.5 BENEFIT UPON DEATH

In the event of the death of a Participant or Beneficiary whose benefits under the Plan have fully commenced, no other benefits shall be payable other than the remaining value of benefits under the Standard Form of Distribution or Optional Form of Distribution in effect. The Administrator's determination that a Participant has died and that a particular person has a right to receive a death benefit will be final. Upon the death of a Participant prior to the full commence of benefits distribution will be in accordance with Article 6.

5.6 BENEFIT UPON TERMINATION

A Participant who incurs a Termination of Employment prior to eligibility for other benefits under the Plan will be entitled to the Actuarial Equivalent of his Accrued Benefit. Distribution of such benefit will be made in accordance with Article 6.

5.7 DETERMINATION OF VESTED INTEREST

A Participant is 100% Vested in the Actuarial Equivalent of his Accrued Benefit at all times.

ARTICLE VI. DISTRIBUTION OF BENEFITS

6.1 FORM OF BENEFIT DISTRIBUTION

Unless a cash-out has occurred pursuant to Section 5.1(d), the benefit of a Participant will be distributed in accordance with the following:

(i) Standard Form of Distribution: If the Participant's Actuarial Equivalent of the Accrued Benefit is $5,000 or less, the Normal Form shall be a single lump sum. If the Actuarial Equivalent of the Accrued Benefit is more than $5,000, then the Normal Form will be distributed as a Straight Life Annuity payable in equal installments for the life of the Participant that terminates upon his or her death.

6.2 BENEFIT UPON DEATH

Unless a cash-out has occurred pursuant to Section 5.1(d) a deceased Participant's death benefit as determined under Section 4.4 will be distributed in accordance with the following:

(a) If the Participant dies before retirement benefits begin his or her Beneficiary will be entitled to a lump sum payment equal to the value at the date of death of his Employee Contribution Account. This benefit is the only benefit provided by the Plan on the death of the Participant.

(b) If a Participant (or other payee) who has started receiving distribution of his or her benefit dies before the entire benefit has been distributed, the unpaid balance of the Actuarial Equivalent of the Accrued Benefit will be forfeited

(c) Participants have the right to name and or change Beneficiary in the manner specified by the Plan Administrator. However, if a married participant selects one other than his Spouse as Beneficiary such election must be signed by the Participant and the Spouse and either notarized by a notary public or witnessed by the Plan Administrator. In the absence of a Beneficiary designation or other directive from the deceased Participant to the contrary, any Beneficiary may name his or her own Beneficiary to receive any benefits which may be payable in the event of the Beneficiary's death prior to receiving the entire death benefit to which the Beneficiary was entitled; and if a Beneficiary has not named his or her own Beneficiary, the Beneficiary's estate will be the Beneficiary. If any benefit is payable under this paragraph limitations regarding the latest dates for benefit payment herein. the Administrator may (1) continue to pay the remaining value of such benefits in the amount and form already commenced or pay such benefits in any other manner permitted under the Plan for a Participant or Beneficiary, and (2) if payments have not already commenced, pay such benefits in any other manner permitted under the Plan. Distribution to the Beneficiary of a Beneficiary must begin no later than the date distribution would have been made to the Participant's Beneficiary. The Administrator's determination hereunder will be final and will be applied in a non-discriminatory manner.

6.3 MINIMUM REQUIRED DISTRIBUTIONS -- CODE SECTION 401(a)(9)

(i) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder.

(ii) In order to comply with the requirements of Code Section 401(a)(9), this Plan incorporates the provisions of Section 401(a)(9) of the Final and Temporary Regulations in accordance with Treasury Regulations Section 401(a)((9)-1Q&A 3 in determining requirement minimum distributions for calendar years beginning on or after January 1, 2003.

(iii) All required minimum distributions shall be determined and made in accordance with the final and temporary regulations under Code Section 401(a)(9), including the incidental death benefit requirements of Code Section 401(a)(9)(G). Required minimum distributions will be made in accordance with Treasury Regulations 1.401(a)(9)-1 through 1.401(a)(9)-9. The provisions of this Plan reflecting Code Section 401(a)(9) shall supersede any distributions provisions that are inconsistent with Code Section 401(a)(9).

(iv) If a Participant's Plan Benefit is to be distributed in a lump sum, it must be paid no later than the Participant's Required Beginning Date. If the Participant's Plan Benefit is to be distributed in other than a lump sum, distribution must commence on or before the Required Beginning Date and the following distribution rules shall apply:

(v) The Plan Benefit (as adjusted below) must be distributed over a period not extending beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's designated beneficiary. The amount to be distributed during each calendar year, beginning with the first distribution calendar year (as adjusted below) shall be determined for each such year for which a minimum distribution is required and said amount shall not be less than the quotient obtained by dividing the Plan Benefit (as adjusted below) by the lesser of (a) the applicable life expectancy or (b) if the Participant's spouse is not the designated beneficiary, the applicable divisor determined from the table set forth in Q&A-4 of Section 1.401(a)(9)-2 of the Income Tax Regulations.

(vi) The minimum distribution required for the Participant's first distribution calendar year (as defined below) must be made on or before the Participant's Required Beginning Date. The minimum distribution for each subsequent distribution calendar year, including the minimum distribution for the distribution calendar year in which the Employee's Required Beginning Date occurs, must be made on or before December 31 of that distribution calendar year.

(vii) Life expectancy and joint and last survivor expectancy mean the value calculated by the use of the expected return multiples in Tables V and VI of Section 1.72-9 of the Income Tax Regulations. Once these values are calculated and distribution commenced, recalculation shall not be permitted. Applicable life expectancy means either of the above expectancies calculated using the attained age of the Participant or designated beneficiary as of such individual's birthday in the applicable calendar year reduced by one for each calendar year which has elapsed since the date that the life expectancy was first calculated.

(viii) Distribution calendar year is each calendar year for which a minimum distribution is required. The first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date.

(ix) Designated beneficiary means the individual(s) who are designated as Beneficiary under the Plan in accordance with Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

(x) (e) Definitions.

(1) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(2) 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 Subsection(b)(2) herein. 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.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(4) Required Beginning Date. Is the same as the definition provided in Section 2.39 of the Plan.

6.4 STATUTORY COMMENCEMENT OF BENEFITS

Unless the Participant otherwise elects, distribution of a Participant's benefit must begin no later than the 60th day after the latest of the close of the Plan Year in which the Participant (1) reaches the earlier of Age 65 or Normal Retirement Age; (2) reaches the 10th anniversary of the year the Participant commenced Plan participation; or (3) terminates service with the Employer. The failure of a Participant and the Participant's Spouse to consent to a distribution while a benefit is immediately distributable will be deemed to be an election to defer payment of any benefit sufficient to satisfy this Section.

6.5 DISTRIBUTION IN EVENT OF LEGAL INCAPACITY

If any person who is entitled to receive a distribution of benefits (the "Payee") suffers from a legal incapacity, payments may be made in one or more of the following ways as directed by the Administrator: (a) to the guardian or legal representative of the Payee's person or estate; (b) to a relative of the Payee, to be expended for the Payee's benefit; or (c) to the custodian of the Payee under any Uniform Transfers to Minors Act or under any Uniform Gifts To Minors Act. The Administrator's determination of the minority or incapacity of any Payee will be final.

6.6 DIRECT ROLLOVERS

A distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover, which is a payment by the Plan to the eligible retirement plan specified by the distributee.

(a) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or for the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code §401(a)(9); and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(b) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), an annuity contract described in Code §403(b), or a qualified trust described in Code §401(a), that accepts the distributee's eligible rollover distribution. In addition, an eligible retirement Plan shall also mean an eligible Plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such Plan from this Plan. In the case of an eligible rollover distribution to the surviving Spouse or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in Code §414(p) and §414(p)(11) , an eligible retirement plan is an individual retirement account or individual retirement annuity.

(c) Definition Of Distributee: For purposes of this Section, a distributee includes an Employee or former Employee. In addition, an Employee's or former Employee's surviving Spouse and an Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order as defined in Code §414(p), are distributees with regard to the interest of the Spouse or former Spouse.

ARTICLE VII.
PRE 2007 CODE §415 LIMITATIONS

7.1 LIMITATION ON ACCRUED BENEFIT PAYABLE FROM THE PLAN

(a) Notwithstanding any contrary provision of the Plan the Accrued Benefit payable form this Plan for any one Participant shall not exceed the lesser of the defined benefit dollar limit or 100% of the Participant's highest average compensation.

(b) The defined benefit dollar limitation is $160,000, as adjusted, effective January 1 of each year, under Code §415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code §415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(c) The term Highest Average Compensation means a Participant's average Code §415 Compensation for the three consecutive Years of Service or 1-Year Periods of Service with the Employer that produces the highest average. If a Participant has separated from service, the Participant's Highest Average Compensation will be automatically adjusted by multiplying such Compensation by the cost of living adjustment factor prescribed by the Secretary of the Treasury under Code §415(d) in such manner as the Secretary may prescribe. The adjusted compensation amount will apply to Limitation Years ending with or within the calendar year of the date of the adjustment.

(d) The maximum permissible benefit for a non-multi-Employer plan is the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided in (1) and, if applicable, in (3) or (4) below). The "maximum permissible benefit" for a multi-Employer plan is the defined benefit dollar limitation (adjusted where required, as provided in (1) and, if applicable, in (3) or (4) below).

(1) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant in a non-multi-Employer plan who has fewer than 10 years of service with the Employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the Employer and (ii) the denominator of which is 10.

(2) If a Participant's Annual Benefit commences before the Participant's Social Security Retirement Age, but on or after Age 62, the Defined Benefit Dollar Limitation, as reduced under subparagraph (1) above, if necessary, will be determined as follows: (A) if a Participant's Social Security Retirement Age is 65, the dollar limitation for benefits commencing on or after Age 62 is determined by reducing the Defined Benefit Dollar Limitation by 5/9 of 1% for each month by which benefits commence before the month in which the Participant attains Age 65; (B) if a Participant's Social Security Retirement Age is greater than 65, the dollar limitation for benefits commencing on or after Age 62 is determined by reducing the Defined Benefit Dollar Limitation by 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each of the additional months (up to 24 months) by which benefits commence before the month in which the Participant attains Social Security Retirement Age.

(3) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined for purposes of benefits payable in a form subject to Code §417(e). Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (3) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant.

(4) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is Actuarially Equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (1) above, if required). The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined for purposes of benefits payable in a form subject to Code §417(e). For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(5) If a Participant's Annual Benefit commences after the Participant's Social Security Retirement Age, the Defined Benefit Dollar Limitation applicable

to the Participant as reduced under subparagraph (1), if necessary, will be adjusted so that it is the Actuarial Equivalent of an Annual Benefit of such dollar limitation beginning at the Participant's Social Security Retirement Age. Effective for Limitation Years beginning on or after January 1, 1995, the Actuarial Equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age will be determined as the lesser of the Actuarial Equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for determining Actuarial Equivalence as defined in Section 1.2(d), and the Actuarial Equivalent of the Defined Benefit Dollar Limitation at the Participant's Social Security Retirement Age computed using a 5% interest rate assumption and the applicable mortality table as set forth in Section 1.2(f). For these purposes, mortality between a Participant's Social Security Retirement Age and the Age at which benefits commence must be ignored.

(i) (6) Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Defined Benefit Compensation Limitation if the retirement benefits payable for a Plan Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (regardless of whether terminated) ever maintained by the Employer do not exceed $1,000 multiplied by the Participant's number of Years of Service or 1-Year Periods of Service or parts thereof (not to exceed 10) with the Employer; and the Employer has not at any time maintained a defined contribution plan, a welfare benefit fund under which amounts attributable to post-retirement medical benefits are allocated to separate accounts of key employees (as defined in Code §419(A)(d)(3)), or an individual medical account in which the Participant participated (for these purposes, voluntary or involuntary employee contributions under a defined benefit plan are treated as a separate defined contribution plan).

(7) If the Annual Benefit payable to a Terminated Participant who has not received a complete distribution of his or her nonforfeitable Accrued Benefit is limited by either the Defined Benefit Dollar Limitation or by the Defined Benefit Compensation Limitation, such benefit may, at the discretion of the Sponsor and applied in a uniform manner, be increased in accordance with cost of living adjustments under Code §415(d).

(e) The term Projected Annual Benefit means the Annual Benefit to which the Participant would be entitled assuming (1) the Participant will continue employment until Normal Retirement Age (or current Age, if later), and (2) the Participant's Compensation for the current Limitation Year and all other relevant factors used to determine benefits will remain constant for all future Limitation Years.

(f) A Participant will be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period in which the following conditions are met: (1) the Participant is credited with at least the number of Hours of

Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes, required under the Plan to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant will equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code §415(c)(3)(C)(i) for an accrual computation period will receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later that the last day of such computation period. In no event will more than one Year of Participation be credited for any 12-month period.

(g) This Article 7 shall apply except as modified or changed by the provisions of Article 8 below.

ARTICLE VIII.
POST 2007 CODE §415 LIMITATIONS

8.1 FINAL SECTION 415 REGULATIONS

(a) Effective date. The limitations of this Article 8 shall apply in Limitation Years beginning on or after July 1, 2007 to override any inconsistent provisions of Article 7, except as otherwise provided herein.

(b) Grandfather provision. The application of the provisions of this Article 8 shall not cause the maximum permissible benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5. 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in section 1.415(a)-1(g)(4) of the Treasury regulations.

(c) Incorporation by reference. Notwithstanding anything contained in the Plan to the contrary, the limitations, adjustments, and other requirements prescribed in the Plan shall comply with the provisions of Code Section 415 and the final regulations promulgated thereunder, the terms of which are specifically incorporated herein by reference as of the effective date of this Article VIII, except where an earlier effective date is otherwise provided in the final regulations or in this Amendment. However, where the final regulations permit the Plan to specify an alternative option to a default option set forth in the regulations, and the alternative option was available under statutory provisions, regulations, and other published guidance relating to Code Section 415 as in effect prior to April 5, 2007, and the Plan provisions in effect as of April 5, 2007 incorporated the alternative option, said alternative option shall remain in effect as a plan provision for Limitation Years beginning on or after July 1, 2007 unless another permissible option is selected in this Article 8.

(d) High three-year average compensation. For purposes of the Plan's provisions reflecting Section 415(b)(3) (i.e., limiting the annual benefit payable to no more than 100% of the Participant's average annual compensation), a Participant's average compensation shall be the average compensation for the three consecutive years of service, except that a Participant's compensation for a year of service shall not include compensation in excess of the limitation under Code Section 401(a)(17) that is in effect for the calendar year in which such year of service begins. If the Participant has less than three consecutive years of service, compensation shall be averaged over the Participant's longest consecutive period of service, including fractions of years, but not less than one year. In the case of a Participant who is rehired by the Employer after a severance of employment, the Participant's high three-year average compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no compensation from the Employer (the "break period"), and by treating the years immediately preceding and following the break period as consecutive.

(e) Adjustment to dollar limit after date of severance. In the case of a Participant who has had a severance from employment with the Employer, the defined benefit dollar limitation applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically adjusted under Code Section 415(d) unless otherwise elected below.

(f) Compensation paid after severance from employment. For Limitation Years beginning on or after July 1, 2007, or such earlier date as specified below, compensation for a Limitation Year, within the meaning of Code Section 415(c)(3), shall also include the following types of compensation paid by the later of 2 ½ months after a Participant's severance from employment with the employer maintaining the plan or the end of the Limitation Year that includes the date of the Participant's severance from employment with the employer maintaining the plan. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

(g) Regular pay after severance from employment. Compensation shall include regular pay after severance of employment if:

(h) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(i) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the employer.

(j) b) Leave cashouts and deferred compensation. Leave cashouts and deferred compensation shall be included in compensation, unless an election is made below to exclude such amounts, if those amounts would have been included in the definition of compensation if they were paid prior to the Participant's severance from employment with the Employer maintaining the Plan, and the amounts are either:

(i) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued; or

(ii) Received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the if the Participant had continued in employment with the employer and only to the extent that the payment is includible in the Participant's gross income.

(k) Salary continuation payments for military service Participants. Unless elected below, compensation does not include payments to an individual who does not currently perform services for the employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those 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.

(l) Salary continuation payments for disabled Participants. Unless elected below, compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)) if the Participant is not a highly compensated employee (as defined in Code Section 414(q)) immediately before becoming disabled, or to all Participants if the Plan provides for the continuation of compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

(m) Administrative delay. Compensation for a Limitation Year shall not include, unless otherwise elected below, amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situation Participants, and no compensation is included in more than one Limitation Year.

ARTICLE IX.
DUTIES OF THE ADMINISTRATOR

9.1 Plan Administrator:

(a) The Plan Administrator has the duty and full power and authority to administer this Plan; the Trustee does not have this duty.

(b) In addition to other powers and duties granted to it under the Plan; the Plan Administrator has the following powers and duties; these are only examples of the powers of the Plan Administrator and are not to be construed as limiting his/her ability to administer the Plan:

(1) Construing the terms of the Plan;

(2) Construing and interpreting eligibility for membership and for benefits;

(3) Crediting contributions and similar matters;

(4) Deciding how and when benefits will be paid;

(5) Acting on applications for benefits or other claims and hearing appeals from adverse determinations;

(6 Enforcing the Plan according to it's terms and to the rules and regulations adopted by the Plan Administrator from time to time;

(7) Determining questions submitted by the Trustee to the Plan Administrator in connection with administration of the Plan and the Trust.

(8) Implement in the County payroll system the employer contribution rate in accordance with actuarial valuation;

(c) Investing and/or reinvesting all or any part of the Trust.

(d) Plan Administrator's Decisions are Final: To the maximum extent allowed by law, any decisions of the Plan Administrator shall be conclusive and final.

(e) Appeals Procedure: If the Plan Administrator makes a decision regarding benefits that the Plan Participant determines in unsatisfactory, the Plan Administrator will provide written notice of the appeal procedure to be followed by the Plan Participant. The Plan Participant must submit a formal written appeal to the Plan Administrator within 30 days of receive written notification from the Plan Administrator. This written request will initiate the appeals process described below:

9.2 APPEALS PROCEDURE –CLAIMS FOR BENEFITS

(a) The Plan Participant will receive written acknowledgement of written appeal letter within twenty (20) day's of receipt.

(b) A review of the appeal and an initial determination will be sent to the Plan Participant within thirty (30) days of receipt of appeal.

(c) If the Plan Participant is dissatisfied with the initial appeal determination. the Plan Participant may appeal in writing for a secondary review by submitting the request within thirty (30) days of the receipt of the initial determination. Written notification of the result of the secondary review will be sent to the Plan Participant within thirty (30) days of receipt of the request for secondary review.

(d) If the Plan Participant is dissatisfied after the secondary review and provides a written appeal within thirty (30) days of receipt of secondary review, the Plan Administrator will provide written procedures for filing application of Neutral Binding Arbitration within fifteen (15) days of receipt of appeal. Neutral Binding Arbitration is a vehicle for the resolution of any disputes concerning benefits, or contract interpretation (except disputes concerning eligibility for enrollment, effective date of coverage, and malpractice or bad faith). Arbitration resolves differences pertaining to any personal liability, tort claims, or contract disputes (excluding claims for professional malpractice or bad faith) originating from this agreement. Pursuant to California law, any claim of up to $200,000 must be decided by a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than $200,000. However, the Plan Administrator and the Plan Participant may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two-party appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The Plan Participant shall have three business days to rescind the waiver agreement unless the agreement has also been signed by the plan participant's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, the Plan Administrator may assume all or part of the Plan Participants share of the fees and expenses of the neutral arbitrator, provided the Plan Participant has submitted a hardship application with the American Arbitration Association. The approval or denial of a hardship application shall be determined by the American Arbitration Association.

9.3 ADMINISTRATIVE COSTS

The cost of administration of this Plan shall be paid by the Trustee from Plan assets, on the direction of the Plan Administrator. If there are insufficient assets to pay the cost of administration, the cost shall be paid by the Plan.

ARTICLE X.
AMENDMENT AND TERMINATION

10.1 RIGHT TO AMEND

The Employer expects to continue this Plan indefinitely, but nevertheless the Employer has the right at any time or times to amend this Plan in any manner for any reason whatsoever. The right to amend includes but is not limited to the right to discontinue Employer and Employee contributions to any extent and in any manner deemed necessary or appropriate. (Failure to contribute to the Trust in any Plan Year will not discontinue this Plan.)

(a) Notwithstanding the foregoing the retirement benefits set forth in this Plan for a Participant who is an Employee upon or after retirement at age 65 may not be reduced by amendment or termination. Further, the benefits owed under this Plan to any person whose retirement benefits have commenced under this Plan shall not be reduced by amendment or termination. The benefits of any and all other persons may be reduced as set out in this Article 10.

(b) No transfers shall be made to the Employer of any interest in Plan assets before satisfaction of all liabilities under the Plan. Further, no amendment to this Plan shall cause any of the Plan assets to be diverted to purposes other than the exclusive benefit of present or future Participants or their Beneficiaries except that when all liabilities under this Plan have been satisfied, then any assets remaining shall be transferred to the Employer or to whatever entity the Employer designates, without limit.

(c) No Plan amendment shall increase the rights, duties, responsibilities of the Trustee without its written consent thereto.

(d) No Plan amendment shall reduce the accrued benefit of any Participant.

10.2 TERMINATION OF PLAN BY SPONSOR

The Sponsor at any time can terminate the Plan and Trust in whole or in part in accordance with, and subject to, the following provisions:

(a) Termination of Plan: The Sponsor can terminate the Plan and Trust by filing written notice of any such termination with the Administrator and with the Trustee. If required by law or by any Internal Revenue Service such written notice will be provided notice for a minimum of period as required by law or regulation prior to the date of termination.

(b) Vesting Requirement: Upon complete termination of the Plan, any Participant who is affected by such termination as determined by the Administrator subject to the Internal Revenue Service will have a 100% Vested Interest in his or her unpaid Accrued Benefit with respect to Years of Benefit Service to the date of complete termination, to the extent that Trust Fund assets are sufficient. Upon partial termination of the Plan only those Participants who have incurred a Termination of Employment on account of the event which caused the partial termination but have not incurred a five (5) year Break in Service shall automatically have a 100% Vested Interest in his or her unpaid Accrued Benefit with respect to Years of Benefit Service to the date of partial termination.

(c) Continued Administration of Plan Pending Distribution: Upon complete or partial termination of the Plan the Trustee will continue to administer the Trust until distribution has been made to the Participants (which distribution must occur within a reasonable time after the termination of the Plan) with full settlement of all such benefits made by lump sum payments of the Actuarial Equivalent of benefits and/or through the purchase of a group annuity contract or individual annuity contracts to the extent of Trust Fund assets.. Effective March 28, 2005, if the amount of any lump sum to be distributed to the Participant under this paragraph exceeds $1,000 and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then, the Administrator will pay the distribution in a direct rollover to an individual retirement account designated by the Administrator in accordance Code §401(a)(31)(B).

(d) If the value of Trust Fund assets is less than the Actuarial Equivalent of all unpaid Accrued Benefits upon Plan termination the benefits of all Participants will be paid prorate to the extent of available assets.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

11.1 NO CONTRACT WITH EMPLOYEE

This Plan is not in any way to be deemed a contract between the Employer and any Employees, benefits payable under this Plan are solely from Plan assets, and the Employer assumes no liability or responsibility therefore.

11.2 GOVERNING LAW

Subject to the provisions of the Code, and other applicable federal statutes, this Plan will be governed in all respects by the laws of the State of California.

11.3 INVALIDITY

If any provision of the Plan or the Trust is invalid or unenforceable, this will not affect any other provision of this Plan of the Trust.

11.4 CORRECTION OF BENEFITS

If a Participant in an application for a benefit, or in response to any request of the Employer or the Plan Administrator for information, makes any erroneous statement, omits any material fact, or fails to correct any information previously furnished incorrectly to the Employer or the Plan Administrator for its records, the amount of benefit will be adjusted on the basis of the correct facts. The amount of any overpayment or underpayment will be deducted from or added to the next succeeding payments as the Plan Administrator directs. The Plan Administrator has the right to maintain an action to recover any amounts improperly paid to any person.

11.5 MISSING PARTICIPANTS

If the Plan Administrator is unable to locate a Participant or Beneficiary for payment of a Plan benefit for a period of one year or longer, then the amount of such benefit will be forfeited and used to reduce the Employer contributions in subsequent Plan Years. However, if such Participant or Beneficiary subsequently makes a claim for such benefit, the forfeited amount will be restored and paid to such Participant or Beneficiary within a reasonable period of time after the claim. In no event will such benefit escheat under California law.

11.6 ANTI-ALIENATION

No benefit or interest available under the Plan will be subject to assignment or alienation, either voluntary or involuntary.

IN WITNESS WHEREOF, the Employer has caused this Restatement of the Plan to be executed as of the date set forth below.

DATE: _________, __, 2008

ATTEST:

By:______________________________
Clerk of the Board

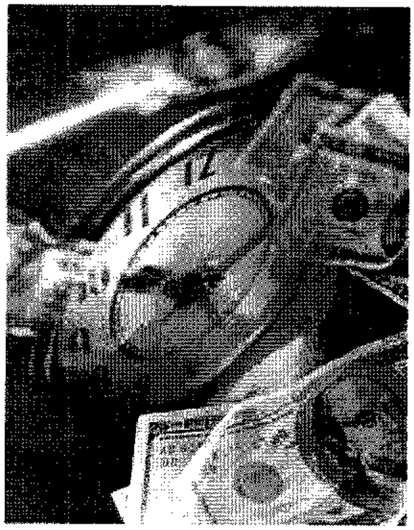
COUNTY OF RIVERSIDE

By:______________________________
Ron Komers, Asst. CEO

By:______________________________
Chair, Board of Supervisors

ATTACHMENT "B"

AON



COUNTY OF RIVERSIDE

PART-TIME AND TEMPORARY EMPLOYEES' RETIREMENT PLAN

Valuation Date: July 1, 2007

Date of Report: August 27, 2008

Table of Contents

I. Executive Summary

Background

The County of Riverside established the Part-Time and Temporary Employees' Retirement Plan to provide retirement benefits to eligible employees as a substitute for benefits under Social Security, as allowed under OBRA '90. The Plan is an IRS Section 401(a) defined benefit plan.

Valuation Results

The purpose of the actuarial valuation of the Plan is to:

- Provide disclosure information for reporting purposes under GASB Statements No. 25 and 27, as amended by GASB Statement No. 50; and
- Calculate the plan funded status, plan funding requirements, and pertinent costs.

The following table summarizes the valuation results as of July 1, 2007 for the fiscal year ending June 30, 2008:

1.	Actuarial Accrued Liability:	$20,467,852
2.	Plan Assets	13,777,896
3.	Unfunded Actuarial Accrued Liability (UAAL)	6,689,956
4.	20-year Amortization of UAAL	524,038
5.	Total Normal Cost, including interest	1,770,988
6.	Expected Employee Contributions	1,549,995
7.	Annual Required Contribution, (4) + (5) – (6)	$745,031
8.	Expected Participant Compensation	$41,333,201
9.	Annual Required Contribution as a Percentage of Compensation	1.80%

The ARC for the 2007-2008 fiscal year is calculated as the sum of the 20-year amortization of the unfunded actuarial accrued liability, plus the employer normal cost, less the expected annual contributions.

The return on assets for the plan year ending June 30, 2007, net of expenses, was 4.6%, as compared to 3.4% in the preceding year.

I. Executive Summary (cont.)

Comparison to Prior Valuation Results

The ARC is comparable to the County contribution rate determined in the prior valuation performed by the former actuary. As a percentage of payroll, this cost is 1.80% for the fiscal year ending June 30, 2008 compared to 5.78% for the fiscal year ended June 30, 2007.

The difference in costs compared to the prior year is significant and can be explained by the following items:

- A change from the prior actuary's Entry Age Normal cost method to the Projected Unit Credit method.
- Interest rate decreased from 6% to 5%
- Mortality assumption changed from the 1994GAM table to the RP2000 table
- Number of active participants increased from 1,900 to 2,630
- Average benefit service decreased from 1.8 years to 1.6 years
- Average age of actives decreased from 40.2 years to 37.6 years

*　*　*

The following report provides details of the results summarized above. This July 1, 2007 valuation is based on census data provided as of June 30, 2007 and shows results for the purposes of providing financial statement disclosure information and the Annual Required Contribution for the fiscal year ending June 30, 2008.

II. Actuarial Certification

This report presents the results of the Actuarial Valuation for the County of Riverside Part-time and Temporary Employees' Retirement Plan as of July 1, 2007 for development of the Annual Required Contribution and disclosure items under Governmental Accounting Standards Board (GASB) Statements No. 25 and 27, as amended by GASB No. 50.

This report was prepared using generally accepted actuarial practices and methods. The actuarial assumptions used in the calculations are individually reasonable and reasonable in aggregate.

Aon Consulting did not audit the employee data and financial information used in this valuation. On the basis of our review of this data, we believe that the information is sufficiently complete and reliable, and that it is appropriate for the purposes intended.

Actuarial computations under GASB No. 25 and 27 are for purposes of fulfilling plan and employer accounting requirements. The calculations reported herein have been made on a basis consistent with our understanding of these accounting standards. Determinations for purposes other than meeting Employer financial accounting requirements may be different from these results.

This report is intended for the sole use of the County of Riverside. It is intended only to supply information for the county to comply with the stated purpose of the report and may not be appropriate for other business purposes. Reliance on information contained in this report by anyone for other than the intended purposes, puts the relying entity at risk of being misled because of confusion or failure to understand applicable assumptions, methodologies, or limitations of the report's conclusions. Accordingly, no person or entity, including the County of Riverside should base any representations or warranties in any business agreement on any statements or conclusions contained in this report without the written consent of Aon Consulting.

The actuary whose signature appears below is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. The actuary is available to answer any questions with regard to the matters enumerated in this report.

II. Actuarial Certification (cont.)

Aon's relationship with the Plan and the Plan Sponsor is strictly professional. There are no aspects of the relationship that may impair or appear to impair the objectivity of our work.

Respectfully submitted,

Bradley Au

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August 27, 2008

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III. Plan Liabilities

The **Actuarial Accrued Liability (AAL)** is the liability attributable to past service. The **Normal Cost** is the liability that is allocated to the current plan year for active employees.

The AAL in this report is based on the Projected Unit Credit cost method.

Amounts are shown as of the July 1, 2007 actuarial valuation date.

1. Actuarial Accrued Liability*:	
Actives	$10,562,987
Deferred Vested Terminated	8,337,735
Retirees	1,567,130
Total Actuarial Accrued Liability	20,467,852
2. Normal Cost	$1,727,793

* Participants who become full-time employees and transfer to CalPERS are no longer accruing a benefit under the plan and are being treated as inactives.

IV. Development of Annual Required Contribution

The ARC amounts shown on this page represent the total actuarial annual cost to the County under GASB 27 for the fiscal year ending June 30, 2008.

The ARC amounts shown assume payments are made at the middle of the year.

Unfunded Actuarial Accrued Liability	
1. Actuarial Accrued Liability as of 7/1/2007	$20,467,852
2. Actuarial Value of Plan Assets as of 7/1/2007	13,777,896
3. Unfunded Actuarial Accrued Liability (UAAL)	6,689,956
Annual Required Contribution	
4. 20-year Amortization Payment of UAAL	524,038
5. Normal Cost, including interest	1,770,988
6. Expected Employee Contributions During Plan Year ending 6/30/2008	1,549,995
7. Annual Required Contribution, (4)+(5)-(6), not less than 0	$745,031
Annual Required Contribution as a Percentage of Pay	
8. Participant Compensation	$41,333,201
9. Amortization of UAAL	1.27%
10. Normal Cost	4.28%
11. Employee Contributions	3.75%
12. Annual Required Contribution, (9)+(10)-(11), not less than 0	1.80%

V. Summary of Plan Assets

Statement of Invested Plan Assets as of July 1, 2007		
1. Net Accounts Receivables		$209,741
2. Interest Receivable		5,729
3. Due to Third-Parties		9,193
4. Investments, at Fair Value		$13,553,233
5. Total Assets held in Trust for Pension Benefits		$13,777,896

Reconciliation of Plan Assets		
1. Market Value of Assets at beginning of Plan year		$10,519,753
2. Receipts During Plan year		
a. Employer Contributions Net of Expenses	1,378,574	
b. Employee Contributions	1,914,020	
c. Interest and Dividend Income	546,784	
d. Realized Gains/(Losses)	0	
e. Unrealized Gains/(Losses)	0	
f. Other contributions	$2,866	
g. Subtotal		$3,842,244
3. Disbursements During Plan year		
a. Benefit Payments		(451,541)
b. Administrative Expenses		(132,559)
c. Subtotal		(584,100)
4. Statement Value at 7/1/2007 (1)+(2)+(3)		$13,777,896
5. Employer Contributions Receivable for 2006 Plan Year		$0
6. Actuarial Asset Value at 7/1/2007		$13,777,896
7. Rate of Return for 2007 Plan year (net of expenses)		4.6%
8. Rate of Return for 2007 Plan year (including expenses)		3.5%

VI. GASB Reporting and Disclosure Information

This report assumes the County adopts GASB 25 and 27, as amended by GASB 50, for the fiscal year ending June 30, 2008.

GASB requires certain items to be disclosed in the footnotes to the plan's and County's financial statements, including the following:

- Plan description
  - Name of plan and identification of the entity that administers plan
  - Brief description of the types of benefits
- Funding policy
  - Required contribution rates of plan members
  - Required contribution rates of employer

In addition, the tables below show required supplementary information to be shown with three years of historical information in the financial statements.

A. Schedule of Funding Progress*

Actuarial Valuation Date	Actuarial Value of Assets [a]	Actuarial Accrued Liability (AAL) Projected Unit Credit [b]	Unfunded AAL (UAAL) [b-a]	Funded Ratio [a/b]	Covered Payroll [c]	UAAL as a Percentage of Covered Payroll [(b-a)/c]
6/30/2001	$3,000,000	$4,578,962	$1,578,962	65.5%	$26,257,566	6.0%
6/30/2002	4,330,154	7,102,502	2,772,348	61.0	18,956,230	14.6
6/30/2003	5,944,786	8,466,471	2,521,685	70.2	31,359,559	8.0
6/30/2003	5,944,786	8,454,089	2,509,303	70.3	31,359,559	8.0
6/30/2004	7,352,468	9,337,531	1,985,063	78.7	29,670,035	6.7
6/30/2005	8,534,036	11,019,768	2,485,732	77.4	27,387,826	9.1
6/30/2006	10,519,753	13,673,219	3,153,466	76.9	29,123,900	10.8
6/30/2007	13,777,896	20,467,852	6,689,956	67.3	41,333,201	16.2

*All amounts provided prior to June 30, 2007 were based on information from reports from the prior actuary. The prior actuary's reports are based on the Entry Age Normal cost method. The Projected Unit Credit cost method is used as of June 30, 2007.

B. Employer Contributions

Year Ended June 30	Actual County Contribution [a]	Annual Required Contribution [b]	Percentage Contributed [a/b]	Annual Pension Cost [c]	Percentage Contributed [a/c]	Net Pension Obligation at End of Year
2008	$1,992,657	$745,031	267%	$745,031	267%	($1,247,626)

VI. GASB Reporting and Disclosure Information (cont.)

C. Development of the Net Pension Obligation at June 30, 2008

1.	Net pension obligation at June 30, 2007	$0
2.	a. Annual required contribution for FYE 6/30/2008	$745,031
	b. Interest on net pension obligation	0
	c. Adjustment to annual required contribution	0
	d. Annual pension cost for FY 2008	$745,031
3.	Employer contributions made during 2008	1,992,657
4.	Net pension obligation at June 30, 2008 (1)+(2d)-(3)	(1,247,626)

D. Development of the Annual Pension Cost for 2008

1.	Annual required contribution for FYE June 30, 2008	$745,031
2.	Interest on net pension obligation	0
3.	Adjustment to annual required contribution	0
4.	Annual pension cost for FYE June 30, 2008 (1)+(2)+(3)	$745,031

E. Schedule of Net Pension Obligation (NPO) and Annual Pension Cost

Fiscal Year Ending	Annual Required Contribution	Actual Contribution	NPO End of Year	Interest on NPO	Adjustment to the ARC	Annual Pension Cost	Interest Rate	Salary Scale	Amortization Factor
06/30/07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
06/30/08	$745,031	$1,992,657	($1,247,626)	$0	$0	$745,031	5.0%	3.0%	12.8

VII. Participant Information

These exhibit summaries contain participant demographic information.

Number of Participants*:	
Actives	2,630
Deferred Vested	6,578
Retirees	68
Total	9,276
Participant Compensation – Actives Participants Under Normal Retirement Age	
Compensation	$41,333,201
Number of Active Participants	2,516
Average Compensation	$16,428
Actives	
Average Age	37.6
Average Benefit Service (years)**	1.6
Deferred Vested	
Average Age	40.4
Average Accrued Annual Benefit	$281
Retired	
Average Age	71.7
Average Annual Benefit	$2,368

Reconciliation of Participants from Prior Valuation

	Active	Terminated Vested and Full-time Actives	Retirees and Beneficiaries	Total
As of July 1, 2006	1,900	6,704	40	8,644
New Entrants	1,556	1,011	5	2,572
Vested Terminations	(588)	588		0
Vested to Actives	208	(208)		0
Retired	(11)	(13)	24	0
Deaths			(1)	(1)
Rehires				0
Lump Sum Cash-outs	(435)	(1,504)		(1,939)
Net Change	730	(126)	28	632
As of July 1, 2007	2,630	6,578	68	9,276

* Participants who become full-time employees and transfer to CalPERS are no longer accruing a benefit under the plan and are being treated as inactives.

** Date of hire is not provided in the data, so we determine date of hire and the corresponding service based on the first plan year that compensation is reported. We assume members are hired mid-year.

VII. Participant Information (cont.)

Active Age Distribution as of July 1, 2007

Age	Number of Participants
15-19	102
20-24	496
25-29	422
30-34	298
35-39	284
40-44	232
45-49	262
50-54	194
55-59	138
60-64	95
65-69	52
70 +	55
Total	2,630

Active Career Earnings Distribution as of July 1, 2007

Career Earnings	Number of Participants
Under $5,000	788
$5,000 - $10,000	663
$10,000 - $25,000	636
$25,000 - $50,000	176
$50,000 - $100,000	137
Over $100,000	230
Total	2,630

This valuation includes the following active participants by category:

Category	Number of participants
▪ Regular	1,010
▪ Seasonal	43
▪ Resident/physician	43
▪ Per Diem	371
▪ Temporary	1,163
	2,630

VIII. Summary of Plan Provisions

1. **Membership Requirements**

   All employees of the County not covered by another retirement plan as provided by Code Section 3121(b)(7)(F).

2. **Career Compensation**

   Total amount of compensation, limited annually by the Social Security Wage Base.

3. **Service Retirement**

   Eligibility: Age 65

   Benefit: 2% times Career Compensation, payable as a single life annuity

4. **Pre-Retirement Death Benefit**

   Refund of contributions accumulated with interest at 5% per annum.

5. **Death after Retirement**

   None. Benefits are payable for the life of the employee only.

6. **Termination Benefit**

   Normal retirement benefit accrued to date of termination.

   A lump sum distribution is available if the actuarial equivalent benefit is less than $5,000. Actuarial Equivalence is based on an interest rate of 8% and the UP 1984 Unisex Projected Mortality Table.

7. **Vesting**

   Benefits are 100% vested immediately.

8. **Member Contributions**

   3.75% of compensation per pay period.

IX. Summary of Actuarial Assumptions

1. **Retirement Age**

   Age 65

2. **Termination Rates**

Attained Age	Probability of Termination
Under Age 29	.55
30-49	.50
50-64	.40

3. **Mortality**

   RP2000 Mortality Table for males and females

4. **Interest Rate**

   5%

5. **Salary Increases**

   3% per Year

6. **Actuarial Funding Method**

   Projected Unit Credit

7. **Actuarial Value of Assets**

   Market Value plus Receivables.

8. **Annual Required Contribution**

   20-year Amortization of Unfunded Liability plus Normal Cost less Employee Contributions

9. **Changes in assumptions and methods since the prior valuation:**

   Actuarial cost method - The actuarial cost method changed from the Entry Age Normal, level percent of pay method, to the Projected Unit Credit method.

   Mortality – The mortality table was changed from the 1994 GAM Table to the RP 2000 Table

   Interest rate – The interest rate changed from 6% to 5%.