

Exhibit B
Plan Document

ROCKWOOD R-VI SCHOOL DISTRICT
403(b) RETIREMENT PLAN

Amended and Restated Effective March 9, 2017

INTRODUCTION

The Rockwood R-VI School District hereby amends and restates the Rockwood R-VI School District 403(b) Retirement Plan (the “Plan”), effective as of March 9, 2017. The Plan was most recently amended and restated effective January 1, 2009 and has been amended since then four times, in March 2011, December 2011, November 2012 and March 2013. The Plan is designed to provide eligible employees of the Rockwood R-VI School District with a means of saving funds for retirement pursuant to a tax-sheltered annuity arrangement described in Section 403(b) of the Internal Revenue Code of 1986. The Plan is a governmental plan as defined in Section 414(d) of the Internal Revenue Code.

The written plan document required by Section 1.403(b)-3(b)(3) of the Income Tax Regulations includes this Plan document, and the Individual Agreements which set out the terms of the Annuity Contracts and Custodial Accounts purchased to fund benefits under the Plan.

ARTICLE I

DEFINITION OF TERMS

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 “Account” means the account maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 “Account Balance” means the bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, a separate Account Balance may be maintained for each Beneficiary. The Account Balance includes any Roth Elective Deferral Account established under Section 2.9, any Account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the Account established for a Beneficiary after a Participant’s death, and any Account or Accounts established for an alternate payee (as defined in Section 414(p)(8) of the Code).

1.3 “Annuity Contract” means a nontransferable contract, as defined in Section 403(b)(1) of the Code, that is issued by an insurance company qualified to issue annuities in Missouri and that includes payment in the form of an annuity.

1.4 “Beneficiary” means the designated person who is entitled to receive benefits under the Plan after the death of a Participant.

1.5 “Custodial Account” means the group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established to hold assets of the Plan.

1.6 “Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.7 “Compensation” means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a Compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Article II made to reduce Compensation in order to have Elective Deferrals under the Plan).

1.8 “Contract Administrator” means a firm designated by the Employer to provide administrative services for the Plan.

1.9 “Reserved”

1.10 “Disabled” means an individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

1.11 “Effective Date” of this this amendment and restatement is March 9, 2017.

1.12 “Elective Deferral” means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash Compensation. The term Elective Deferral shall include Roth Elective Deferrals as defined in Section 2.9.

1.13 “Employee” means each individual who is performing services for the Employer as a common law employee of the Employer. This definition is not applicable unless the Employee’s Compensation for performing services for the Employer is paid by the Employer. The Employer’s employment classification of a person shall be binding and conclusive for all purposes of the Plan and shall remain in effect regardless of any contrary classification or reclassification of such person by any other person or entity, including, without limitation, the Internal Revenue Service, the Department of Labor, or a court of competent jurisdiction.

1.14 “Employer” means the Rockwood R-VI School District.

1.15 “Funding Vehicles” means the Annuity Contracts and/or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Employer for use under the Plan.

1.16 “Includible Compensation” means an Employee’s actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$270,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code for years after 2017, and increased (up to the dollar maximum) by any Compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.17 “Income Tax Regulations” means the U.S. Treasury regulations issued under the Code as now in effect or as hereafter amended. All citations to sections of the Income Tax Regulations are to such sections as they may from time to time be amended or renumbered.

1.18 “Individual Agreement” means the agreements between a Vendor and the Employer (or in some cases a Participant) that constitutes or governs a Custodial Account or an Annuity Contract and the agreements between the Contract Administrator and the Employer.

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

1.20 Reserved.

1.21 Reserved.

1.22 “Plan” means this Section 403(b) retirement plan designated as the Rockwood R-VI School District 403(b) Retirement Plan. The written Plan document is comprised of this Plan document and the Individual Agreements.

1.23 “Plan Sponsor” means the Employer.

1.24 “Plan Year” means the fiscal year commencing on July 1 to June 30.

1.25 Reserved.

1.26 “Related Employer” means the Employer and any other entity which is under common control with the Employer under Section 414(b) or (c) of the Code. The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.27 “Severance from Employment” means that the Employee ceases to be employed by the Employer and any Related Employer that is eligible to maintain a Section 403(b) plan. A Severance from Employment also occurs on any date on which an Employee ceases to be an Employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., an employee ceases to be an employee performing services for a public school but continues to work for the same State or local government employer).

1.28 Reserved.

1.29 Reserved.

1.30 “Vendor” means the provider of an Annuity Contract or Custodial Account.

1.31 “Year of Service” means, for purposes of determining Includible Compensation or Special Catch-Up Contributions, each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full year of service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee’s number of years of service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer’s annual work period.

ARTICLE II

PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility. Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

2.2 Compensation Reduction Election. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and to have that amount contributed to the Plan as an Elective Deferral) and filing the election with the Employer. The Compensation reduction election shall be made on an agreement approved by the Plan Sponsor under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Plan Sponsor may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of this Plan and the Individual Agreements as soon as administratively practicable following the date applicable under the Employee's election.

2.3 Information Provided by the Employee. Each Participant shall provide to the Contract Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for administration of the Plan, including any information required under the Individual Agreements.

2.4 Change in Elective Deferral Election. A Participant may revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary, in accordance with uniform rules established by the Plan Sponsor. The Plan Sponsor shall permit such changes at least once each calendar quarter. A change in investment direction shall take effect as of the date provided by the Plan Sponsor on a uniform basis for all Employees.

2.5 Contributions Made Promptly. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle as soon as administratively practicable following the end of the payroll cycle with respect to which such Elective Deferrals relate, and in any event within 15 business days following the end of the month in which the amounts would otherwise have been paid to the Participant.

2.6 Leave of Absence. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

2.7 Employer Contributions. The Employer may make discretionary nonelective contributions on behalf of one or more Participants in such amounts as the Employer may determine, subject to the limitations stated in Article III.

2.8 Vesting. All Accounts are 100% vested at all times.

2.9 Roth Elective Deferrals. The Employer elects to allow its Employees to make Roth Elective Deferrals, the Plan shall accept Roth Elective Deferrals made on behalf of such Employees. A Participant's Roth Elective Deferrals shall be allocated to a separate Account maintained for such deferrals. Except as specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

(a) A "Roth Elective Deferral" means an Elective Deferral that (1) is designated irrevocably by the Participant at the time of the Compensation reduction election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (2) is treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation reduction election.

(b) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for each Participant who elects to make Roth Elective Deferrals. The Plan shall maintain a record of the amount of Roth Elective Deferrals in each such Participant's account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to the Participant's Roth Elective Deferral Account and the Participant's other Accounts under the Plan. No contributions other than Roth Elective Deferrals and earnings properly attributable thereto shall be credited to a Participant's Roth Elective Deferral Account.

ARTICLE III

LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation. Except as provided in Sections 3.2 and 3.3, the maximum amount of a Participant's Elective Deferral under the Plan for any calendar year shall not exceed the applicable dollar amount established under Section 402(g) of the Code, which is \$18,000 for 2017, and is adjusted for cost-of-living for years after 2017 to the extent provided under Section 402(g)(4) of the Code.

3.2 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service. Because the Employer is a qualified organization (within the meaning of Section 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1 for any "Qualified Employee" is increased by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up Elective Deferrals made for the Qualified Employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of Years of Service of the Qualified Employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the Qualified Employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "Qualified Employee" means an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

3.3 Age 50 Catch-up Elective Deferral Contributions. A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals is \$6,000 for 2017, and is adjusted for cost-of-living to the extent provided under the Code for years after 2017.

3.4 Coordination. Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Includible Compensation for the year.

3.5 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Article III, if the Participant is or has been a participant in one or more other

plans under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Contract Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Contract Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of Section 3.2 only if the other plan is a Section 403(b) plan.

3.6 Correction of Excess Elective Deferrals. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code for which the Participant provides information that is accepted by the Contract Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

3.7 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.8 Limitations on Aggregate Annual Additions. Except for age 50 catch-up contributions described in Section 3.5, the annual additions (as defined in Section 415(c)(2) of the Code) allocated to the Section 403(b) accounts of any Participant for any calendar year shall not exceed the lesser of (a) \$54,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code for years after 2017, or (b) 100% of the Participant's Includible Compensation for the calendar year. For this purpose, contributions made by the Employer to all Section 403(b) annuity contracts (which for purposes of this Section 3.8 include Section 403(b)(7) custodial accounts) for the Participant are treated as one Section 403(b) annuity contract and contributions received under all such contracts will be aggregated. In addition, contributions made for a Participant are aggregated to the extent applicable under Section 414(b) and (c) of the Code (each as modified by Section 415(h) of the Code). If a Participant's annual additions under this Plan, or under this Plan and any other Section 403(b) plan maintained by the Participant's Employer, result in an excess annual addition for any year, the excess annual addition will be deemed to be the annual additions last allocated. The portion of any Section 403(b) contract that includes the excess annual additions attributable to this Plan fails to be a Section 403(b) annuity contract and the

remaining portion of the contract is a Section 403(b) annuity contract. The issuer of the Section 403(b) annuity contract that includes the excess annual addition shall maintain a separate account for such excess annual addition for the year of the excess and for each year thereafter. The provisions of this Section 3.8 shall be interpreted and applied in all respects in accordance with the requirements of Section 415 of the Code and the Income Tax Regulations.

ARTICLE IV

LOANS

4.1 Loans. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. The Plan Sponsor shall establish a Loan Policy setting out the terms and conditions under which Plan loans will be allowed.

4.2 Maximum Loan Amount. No loan to any Participant shall be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of:

(a) \$50,000, reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one-year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan on the date the loan is made (not taking into account any payments made during such one-year period); or

(b) the greater of one-half of the value of the Participant's Account Balance or \$10,000.

For the purpose of this limitation, all loans from all plans of the Employer and any Related Employer are aggregated; provided, however, that aggregation shall not be applied so as to allow the amount of a loan from this Plan to exceed the amount that would otherwise be permitted in the absence of aggregation.

4.3 Loan Terms. Each loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan; provided that if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period may extend beyond five years. Repayment of any loan shall be through payroll withholding or through an Automated Clearing House ("ACH") debit arrangement unless another method of repayment is authorized by the Loan Policy.

4.4 Information Coordination Concerning Loans. The Contract Administrator shall coordinate the limitations on loans set forth in Section 4.2, including collecting information from Vendors and transmitting information requested by Vendors concerning the outstanding balance of any loans made to a Participant. The Contract Administrator shall also collect information from and transmit information to Vendors concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan. Each Vendor is responsible for **all**

information reporting and tax withholding required by applicable federal and state law in connection with defaulted loans treated as taxable distributions.

ARTICLE V

BENEFIT DISTRIBUTIONS

5.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Except as permitted in the case of excess Elective Deferrals, withdrawal of amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in Section 72(t)(2)(G) of the Code, or termination of the Plan, distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. The Contract Administrator shall coordinate with the Vendors and the Employer as necessary to comply with the requirements of this Article V. Distributions may be made in the form of a Direct Rollover (as described in Section 5.7) or in such other forms of payment as may be available from the applicable Funding Vehicles.

5.2 Small Account Balances. Distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, provided that the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and that any such distribution complies with the requirements of Section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000). If the Account Balance of a Participant does not exceed \$1,000 at the time of his or her Severance from Employment, the Participant's entire Account Balance may be distributed in the form of a lump sum payment, without his or her consent.

5.3 Minimum Distributions. The Plan and each Individual Agreement shall comply with a reasonable and good faith interpretation of the minimum distribution requirements of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder, as modified by the Income Tax Regulations under Section 403(b) of the Code.

(a) For purposes of applying the distribution rules of Section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Section 1.408-8 of the Income Tax Regulations, except as provided in Section 1.403(b)-6(e) of the Income Tax Regulations.

(b) Minimum distributions shall commence no later than the Participant's "Required Beginning Date", which is the first day of April following the later of (a) the calendar year in which the Participant attains age 70½ or (b) the calendar year in which the Participant retires from employment with the Employer. The required minimum distribution for the year the Participant attains age 70½ or retires may be made as late as the Required Beginning Date. The required minimum distribution for each other year, including the year that contains the Required Beginning Date, must be made by the end of such year; provided, however, that in the case of annuity payments, the second payment need not be made until the end of the next payment interval.

(c) The amount to be distributed each year, beginning with the calendar year the Participant attains age 70 ½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Account, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the Participant's age as of his or her birthday in the year. However, if the Participant's sole designated Beneficiary is his or her spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9, using the ages as of the Participant's and spouse's birthdays in the year.

(d) in the case of annuity payments, the Participant's benefit must be paid over (i) the life of the Participant or the lives of the Participant and his or her designated Beneficiary or (ii) a period certain not extending beyond the life expectancy of such Participant or the joint and last survivor expectancy of such Participant and his or her designated Beneficiary. Such distribution periods cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&A-1 and Q&A-4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

5.4 In-Service Distributions From Rollover Account. If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.5 In-Service Distributions After Age 59 ½. A Participant may elect to receive a distribution of all or any portion of his or her Account after attaining age 59½.

5.6 Hardship Withdrawals.

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need.

(b) The following are the only financial needs considered immediate and heavy:

(1) expenses incurred or necessary for medical care, described in Section 213(d) of the Code, of the Participant, the Participant's spouse or dependents, or the Participant's primary Beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);

(2) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary Beneficiary;

(4) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(5) payments for funeral or burial expenses for the Participant's deceased parent, spouse, child or dependent, or the Participant's primary Beneficiary; and

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

(c) A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer; and

(3) all plans maintained by the Employer provide that the Participant's Elective Deferrals will be suspended for six months after the receipt of the hardship distribution.

(d) The Contract Administrator shall coordinate with the Vendors and the Employer as necessary to comply with the requirements of this Section 5.6.

(e) Hardship withdrawals shall not be permitted from any portion of a Participant's Account attributable to Employer contributions and earnings thereon.

5.7 Rollover Distributions. 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.

(a) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(b) The term "Distributee" includes a Participant, the Beneficiary of a deceased Participant, or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code). In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a Direct Rollover may be made only to an individual retirement account or annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA pursuant to the