

**MONTGOMERY COUNTY PUBLIC SCHOOLS
TAX-SHELTERED SAVINGS PLAN**

Amendment and Restatement
Effective as of January 1, 2009

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PREAMBLE

The Board of Education of Montgomery County (the “Employer”) has adopted the Montgomery County Public Schools Tax-Sheltered Savings Plan (the “Plan”) to provide eligible employees of the Employer with increased retirement security. This Amendment and Restatement of the Plan is effective as of January 1, 2009, and applies to eligible employees of the Employer who are employed or have account balances under the Plan on or after that date.

The Plan is intended to be a “tax-sheltered annuity plan” meeting the requirements of the applicable sections of the Internal Revenue Code, as amended, including Code section 403(b), and the Plan shall be so construed and administered.

ARTICLE I

DEFINITIONS

When used in this Plan, the following words and phrases have the following meanings, unless the context clearly requires a different meaning:

1.1 ACCOUNT means the account or accumulation maintained for the benefit of any Participant or Beneficiary under a Funding Vehicle. Separate sub-accounts shall be maintained for salary reduction contributions, Employer contributions, and rollover contributions.

1.2 ACCOUNT BALANCE means the bookkeeping account maintained for each Participant which reflects separately amounts credited to the Participant's Account on account of salary reduction contributions, Employer contributions, rollovers, transfers, the earnings or loss of each Funding Vehicle (net of expenses) allocable to the Participant and the various sub-accounts, 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, then a separate Account Balance shall be maintained for each Beneficiary.

1.3 ADMINISTRATOR means the Administrator referred to in Article VIII.

1.4 BENEFICIARY means the person or persons entitled to receive benefits under the Plan after the death of the Participant, subject to such additional rules as may be set forth in the applicable Funding Vehicle.

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

1.6 COMPENSATION means the compensation paid by the Employer to the Participant during the Plan Year which is required to be reported as wages on the Participant's Form W-2. Compensation shall also include any pre-tax salary reduction contributions which are not currently includible in the Participant's gross income by reason of Code sections 125, 132(f)(4), 403(b) (to the extent such contributions are elective), or 457(b). To the extent required by a collective bargaining agreement, Compensation shall include amounts payable for accumulated sick and vacation pay. Compensation taken into account under the Plan for any Plan Year shall be limited to the amount specified by Code section 401(a)(17), and increased as provided by the cost-of-living adjustments under such section for such Plan Year.

1.7 DISABLED means "disabled" within the meaning of Code section 72(m)(7), except as otherwise provided in any Funding Vehicle.

1.8 EMPLOYEE means any employee of the Employer except leased employees, as defined in Code section 414(n).

1.9 EMPLOYER means The Board of Education of Montgomery County.

1.10 FUNDING VEHICLE means (i) the nontransferable annuity contract as defined in section 403(b)(1) of the Code, established for a Participant by the Employer, or by the Participant individually, that is issued by an insurance company qualified to issue annuities in the State of Maryland and that includes payment in the form of an annuity, or (ii) the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code established for a Participant by the Employer, or by a Participant individually, to hold assets of the Plan; provided, however, that such annuity contract or custodial account shall be treated as a Funding Vehicle hereunder only to the extent that it is specifically approved by the Employer for use under the Plan as amended and restated herein for the investment of contributions and/or the investment of existing Account Balances. The terms of the Funding Vehicles are hereby incorporated in the Plan by reference.

1.11 PARTICIPANT means an Employee who becomes a Participant pursuant to Article II. For purposes of Sections 3.6 and 4.1, a Beneficiary shall be treated as a Participant after the death of the Participant.

1.12 PLAN means the Montgomery County Public Schools Tax-Sheltered Savings Plan as herein set forth and as it may hereafter be amended.

1.13 PLAN YEAR means the calendar year.

1.14 VENDOR means the provider of a Funding Vehicle to the extent approved by the Employer.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

2.1 ELIGIBILITY AND PARTICIPATION

Each Employee is eligible to participate in the Plan by making salary reduction contributions under Section 3.1 and completing such forms as may be prescribed by the Administrator and subject to such uniform administrative rules as the Administrator shall establish from time to time.

2.2 TERMINATION OF PARTICIPATION

Participation in the Plan terminates on the date a Participant ceases to have an Account Balance.

ARTICLE III

CONTRIBUTIONS AND INVESTMENTS

3.1 SALARY REDUCTION CONTRIBUTIONS.

(a) Amount of Salary Reduction Contribution. Each Employee may make a salary reduction contribution election to reduce his or her Compensation per payroll period, subject to such limitations and rules as may be imposed from time to time by the Employer. Salary reduction contributions shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant. Each Participant shall be one hundred percent (100%) vested in that portion of his or her Account attributable to his or her salary reduction contributions.

(b) Limit on Salary Reduction Contributions. A Participant's salary reduction contributions to the Plan and all other Employer plans, contracts or arrangements subject to Code section 402(g)(1)(B) during any Plan Year shall not exceed the applicable dollar amount in effect under Code section 402(g)(1)(B) for such Plan Year as adjusted by the cost-of-living adjustment factor prescribed by the Secretary of the Treasury as and to the extent permitted by applicable law.

(c) Elective Catch-up Contributions for Certain Employees. A Participant who has attained age 50 before the close of the Plan Year shall be eligible to make additional salary reduction contributions in the form of catch-up contributions in accordance with Code section 414(v). Catch-up contributions may be made in an amount of up to the catch-up contribution limit as automatically adjusted by the cost-of-living adjustment factor prescribed by the Secretary of the Treasury as and to the extent permitted by applicable law. Any catch-up contributions will not be taken into account for purposes of the limit on salary reduction contributions described in Section 3.1(b) above, or the limit on total annual contributions described in Section 3.4 below.

(d) Salary Reduction Contribution Elections. Salary reduction contribution elections must be made in writing on a form prescribed by the Administrator and subject to such uniform limitations and administrative rules as the Employer shall establish from time to time. Except as provided in Section 5.1(c), a Participant's salary reduction contribution election will remain in effect until it is modified or revoked. A Participant may modify or revoke a salary reduction contribution election at any time in accordance with such uniform procedures as the Employer shall establish from time to time.

(e) Employer's Right to Amend or Revoke Salary Reduction Contribution Election. The Employer shall have the right to amend or revoke a Participant's salary reduction contribution election if such election causes contributions to the Participant's tax-sheltered annuity contract and/or custodial account to exceed the limitations in Section 3.1(b), the limitation in Section 3.4, or any other limitation imposed by the Code.

The Employer may amend or revoke a Participant's salary reduction contribution election by sending written notice to the Participant, stating the amount of the salary reduction contribution which the Employer will accept. If the Employer amends or revokes a Participant's salary reduction contribution election for a Plan Year, any salary reduction contributions already made for such Plan Year which exceed the contributions allowed to be made by the Participant for such Plan Year shall be returned to the Participant. Any salary reduction contributions which exceed the limitations in Section 3.1(b) shall be returned to the Participant in the manner prescribed by Section 3.5.

3.2 EMPLOYER CONTRIBUTIONS

The Employer may, in its sole discretion, make Employer contributions to the Plan on behalf of some or all Participants in such amounts and at such times as the Employer shall determine in its sole discretion. Each Participant shall be one hundred percent (100%) vested in that portion of his or her Account attributable to his or her Employer contributions.

3.3 ROLLOVERS

An Employee who is a Participant may make rollover contributions to the Plan to the extent such rollover contributions constitute eligible rollover distributions made from another eligible retirement plan to the extent allowed by applicable law and the applicable Funding Vehicle. For purposes of this Section 3.3, the term "eligible rollover distribution" has the same meaning as set forth under Section 4.2(b), and the term "eligible retirement plan" has the same meaning as set forth under Section 4.2(c). Each Participant shall be one hundred percent (100%) vested in that portion of his or her Account attributable to his or her rollover contributions.

3.4 MAXIMUM ANNUAL CONTRIBUTIONS

(a) The maximum contributions made on behalf of each Participant for each Plan Year shall not exceed the lesser of:

- (i) The maximum dollar amount for the applicable Plan Year specified by Code section 415(c)(1)(A), as adjusted as provided in Code Section 415(d)(1) for Plan Years thereafter), or
- (ii) 100% of the Participant's Compensation.

Elective catch-up contributions as described in Section 3.1(c), and rollover and transfer contributions as described in Section 3.3, shall not be taken into account in determining the limitations under this Section 3.4(a).

(b) If the limitations described in Section 3.4(a) are exceeded with respect to any Participant in any Plan Year, then the contributions made by or on behalf of the Participant for such Plan Year shall be reduced to the minimum extent required by such limitations or such excess shall be maintained in a separate account.

(c) The Employer, in its sole discretion, shall determine if any reduction in contributions is required by reason of the limitations set forth in Section 3.4(a). No Participant shall be entitled to any contributions in excess of such limitations. If the Employer determines at any time that it has erred by accepting contributions by or on behalf of a Participant for any Plan Year in violation of such limitations, then the amount of any required reduction in the Participant's contributions under Section 3.1 shall be returned to him or her, in a manner consistent with applicable law.

3.5 DISTRIBUTION OF EXCESS DEFERRALS

If the salary reduction contributions under the Plan on behalf of a Participant for any calendar year exceed the limitations set forth in Sections 3.1(b) or (c), or if the salary reduction contributions on behalf of a Participant for any calendar year exceed such limitations when combined with other amounts deferred by the Participant under another plan that permits the Participant to make elective deferrals under Code section 402(g) for which the Participant provides information that is accepted by the Administrator, then the salary reduction contributions, 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.

3.6 PARTICIPANTS' INVESTMENT ELECTIONS

(a) Each Participant may elect to have his or her Account Balance invested in any of the Funding Vehicles then made available for salary reduction contributions under the Plan. Investment elections shall be in writing and shall be made in accordance with such procedures as the Administrator and the Vendors shall establish. Contributions shall be invested in accordance with the Participant's most recent investment election filed with the applicable Vendor, or, if none, the default investment established pursuant to the Plan. Each Participant shall have the right to make an investment election as of the date he or she becomes a Participant. Thereafter, a Participant may change his or her investment election with respect to his or her Account Balance at such intervals and in such increments as the Vendors or Funding Vehicles may establish.

(b) Participants shall be solely responsible for the review and selection of any and all Plan investment options. Neither the Employer nor any officer, employee or other person acting for or on behalf of the Employer shall have any liability or responsibility for any investment options selected by any Participant. Each Participant, by electing to participate in the Plan, accepts responsibility for such Participant's investment decisions and acknowledges and agrees that neither the Employer nor any officer, employee or other person acting for or on behalf of the Employer shall have any liability or responsibility for any investment decisions made by the Participant. Transfers among annuity contracts and custodial accounts may be made to the extent provided in the applicable Funding Vehicles and permitted under the Code and applicable Income Tax regulations.

(c) An investment change that includes an exchange of an investment from a provider of an annuity contract or custodial account that is not a Vendor eligible to receive contributions hereunder (referred to below as an exchange) is not permitted unless the conditions in paragraphs (i) through (iii) of this Section 3.6(c) are satisfied.

(i) The Participant must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant immediately before the exchange (taking into account the Account Balance of that Participant under both section 403(b) contracts or custodial accounts immediately before the exchange).

(ii) The applicable provisions of the Funding Vehicle with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(iii) The transfer is to a Vendor eligible to receive contributions under the Plan and the Employer receives sufficient information from the each provider to ensure that the requirements of this Section 3.6(c) and the applicable provisions of the Code are satisfied.

(d) If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will enter into an information sharing agreement to the extent the Employer's contract with the Vendor does not provide for the exchange of necessary information.

(e) The Administrator may impose such limitations as it deems appropriate on Funding Vehicles that are legacy annuity contracts or legacy custodial accounts not currently eligible to receive contributions under the Plan.

3.7 CURRENT AND FORMER VENDORS

The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan, the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

3.8 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 salary reduction contributions under Section 3.1 upon resumption of employment with the Employer equal to the maximum salary reduction contributions 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 salary reduction contributions, 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).

ARTICLE IV

PAYMENT OF BENEFITS

4.1 IN GENERAL

Except as permitted under section 3.5 (relating to Distribution of Excess Deferrals), Section 5.1 (relating to withdrawals of amounts rolled over into the Plan), Section 5.2 (relating to hardship distributions), or Section 10.2 (relating to termination of the Plan), and subject to the terms of the applicable Funding Vehicle, distributions from a Participant's Account may not be made earlier than the earliest of (a) in the case of amounts distributed from Funding Vehicles other than custodial accounts and amounts not attributable to salary reduction contributions, the Participant's severance from employment or upon the occurrence of some event such as after a fixed number of years, the attainment of a stated age, or Disability, and (b) in the case of amounts distributed from Funding Vehicles that are custodial accounts and distributions of amounts attributable to salary reduction contributions, the date on which the Participant has a severance from employment, dies, becomes Disabled, or attains age 59-½. In addition, qualified reservist distributions (within the meaning of Code section 72(t)(2)(G)) may be made.

Distributions from a Participant's Account shall be made in the manner provided by the applicable Funding Vehicle, provided, however, that no distribution shall be made without the consent of the Participant unless the Account Balance does not exceed \$5,000 (determined without regard to any separate account that holds rollover contributions under Section 3.3) and any such distribution shall comply 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).

4.2 DIRECT ROLLOVER OPTION

(a) Election. The recipient of a distribution may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan.

(b) Eligible rollover distribution means any distribution to a recipient which qualifies as an eligible rollover distribution under Code section 402(c)(4).

(c) Eligible retirement plan means a plan specified by Code section 402(c)(8)(B).

(d) Recipient means (i) a Participant or former Participant, (ii) the Participant's or former Participant's surviving spouse, (iii) the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), and (iv) to the extent allowed by Code section 402(c)(11), a designated Beneficiary who is not the surviving spouse.

ARTICLE V

IN-SERVICE DISTRIBUTIONS OF ROLLOVER CONTRIBUTIONS AND HARDSHIP DISTRIBUTIONS

5.1 IN SERVICE DISTRIBUTIONS OF ROLLOVER CONTRIBUTIONS.

If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Funding Vehicle, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in such rollover account.

5.2 HARDSHIP DISTRIBUTIONS.

Hardship distributions shall be permitted from amounts attributable to salary reduction contributions (and to the extent provided in section 1123(e)(3) of the Tax Reform Act of 1986, amounts held as of the close of the taxable year beginning before January 1, 1989) only if all of the following conditions are satisfied: (i) the Funding Vehicle controlling the Account assets to be withdrawn permits the hardship distribution, (ii) the hardship satisfies the requirements of Treasury Regulation sections 1.401(k)-1(d)(iv)(E) and 1.401(k)-1(d)(3)(iii)(B), and (iii) appropriate agreements are entered into between the Employer and applicable Vendor or provider for the exchange of necessary information. For the avoidance of doubt, hardship distributions are not permitted unless (I) the distribution is for (A) expenses for (or expenses necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (B) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant; (C) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, and the Participant's spouse, children, or dependents (as defined in Code section 152, and without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B)); (D) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or the foreclosure on the mortgage on that residence; (E) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code section 152, and without regard to Code section 152(d)(1)(B)); or (F) expenses for repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (without regard to whether the loss exceeds 10% of the adjusted gross income); and (II)(A) the Participant has taken all other currently available distributions and non-taxable loans under the Plan and all other plans maintained by the Employer, and (B) the Participant's salary reduction contribution election under this Plan and any Voluntary Salary Deferral Agreement under the Employer's Deferred Compensation Plan shall be automatically cancelled and the Participant shall be prohibited from making elective contributions and employee contributions to this Plan, the Deferred Compensation Plan, and all other plans maintained by the Employer for at least six (6) months from the date on which such hardship distribution is made.

ARTICLE VI

MINIMUM REQUIRED DISTRIBUTIONS

Each Funding Vehicle shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder. For purposes of applying the distribution rules of Code section 401(a)(9), each individual agreement between a Vendor and the Employer of a Participant that constitutes a Funding Vehicle shall be treated as a separate individual retirement account 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.

ARTICLE VII

LOANS TO PARTICIPANTS

7.1 LOANS

Loans shall be permitted under the Plan to the extent permitted by the Funding Vehicle controlling the Account assets from which the loan is made and by which the loan will be secured.

7.2 INFORMATION COORDINATION CONCERNING LOANS

Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 7.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

7.3 MAXIMUM LOAN AMOUNT

No loan to a Participant under the Plan may exceed the lesser of :

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

(b) one half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 7.3, any loan from any other plan maintained by the Employer and any entity under common control with the Employer under section 414(b) or (c) of the Code shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

ARTICLE VIII
ADMINISTRATION

8.1 ADMINISTRATOR

(a) The Employer shall serve as the Administrator except to the extent the Employer appoints another person as Administrator.

(b) All determinations of the Administrator or the Employer in respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, except as to those functions reserved within the Plan to the Employer, the Administrator shall:

- (i) control and manage the operation and administration of the Plan;
- (ii) establish rules for the administration of the Plan and the transaction of its business, subject to the limitations of the Plan;
- (iii) have the exclusive right and discretion to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions.
- (iv) have the power to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- (v) have the power to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
- (vi) have the power to decide on questions concerning the Plan and the eligibility of any employee to participate in the Plan, in accordance with the provisions of the Plan;
- (vii) have the power to determine the benefits which shall be payable to any person in accordance with the provisions of the Plan, to inform the Employer of these benefits and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
- (viii) have the power to allocate any of such powers and duties to or among persons serving as Administrator; and
- (ix) have the power to designate persons other than the Administrator to carry out any duty or power which would otherwise be a fiduciary responsibility of the Administrator under the terms of the Plan.

8.2 INDEMNIFICATION

In the event the Employer appoints any officer or employee to serve as the Administrator, to the extent permitted by law, such officer or employee shall not incur any liability for any acts or for any failure to act hereunder except for willful misconduct or willful breach of this Plan, and the Employer shall indemnify such officer or employee against any and all liability which is incurred as a result of the performance or non-performance of the duties hereunder, except for liability which arises from willful misconduct or willful breach of this Plan.

ARTICLE IX

CLAIMS PROCEDURE

Claims will be processed according to any claims procedures established by the Funding Vehicle or contained in the tax-sheltered annuity contract(s) and/or custodial account(s) maintained for the Participant.

ARTICLE X

AMENDMENT OR TERMINATION OF PLAN

10.1 TERMINATION OF CONTRIBUTIONS

The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

10.2 AMENDMENT AND TERMINATION

The Employer reserves the authority to amend or terminate this Plan at any time.

10.3 DISTRIBUTION UPON TERMINATION OF PLAN

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the applicable Funding Vehicles, all Accounts will be distributed, provided that the Employer and any entity under common control with the Employer under section 414(b) or (c) of the Code on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Federal Tax Regulations.

ARTICLE XI

GENERAL PROVISIONS

11.1 NO EMPLOYMENT CONTRACT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any employee, or as a right of any employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its employees with or without cause.

11.2 APPLICABLE LAW

The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and, where not preempted by federal law, the laws of the State of Maryland.

11.3 NON-ALIENATION PROVISIONS

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. The Employer shall not in any manner be liable hereunder for or be subject hereunder to, the debts, contracts, liabilities, engagements or torts of any person entitled to Plan benefits.

Notwithstanding the foregoing, amounts held for the benefit of a Participant may be paid in accordance with the applicable requirements of a domestic relations order meeting the requirements of Code section 414(p) or a levy or judgment resulting from an unpaid tax assessment.

11.4 PAYMENTS TO INCOMPETENTS

If the Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, it may cause all payments thereafter becoming due to such person to be made to any other person for the person's benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section 11.4 shall completely discharge the Administrator and the Employer.

11.5 PLAN COMMUNICATIONS

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Administrator.

11.6 SOURCE OF BENEFITS

The Funding Vehicles maintained hereunder shall be the sole source of benefits under the Plan. No employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise.

IN WITNESS WHEREOF, the Employer has caused this Plan to be executed and its seal to be affixed hereto, effective as of January 1, 2009.

ATTEST/WITNESS:

BOARD OF EDUCATION OF
MONTGOMERY COUNTY

By: _____(SEAL)
Jerry D. Weast, Ed.D.
Superintendent

Print Name: _____

Date: _____