

NEW HORIZONS RESOURCES, INC.
403(b) PLAN
December 1, 2009

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PREAMBLE

New Horizons Resources, Inc. 403(b) Plan (the “Plan”) is a consolidation and continuation of the New Horizons Resources, Inc. Tax Deferred Annuity Plan established January 1, 1992, and the New Horizons Resources, Inc. 403(b) DC Plan established September 1, 1996. The purpose of the Plan is to provide eligible employees of New Horizons Resources, Inc. with an opportunity to increase their retirement savings on a tax-favored basis.

The Plan is intended to satisfy the requirements for a tax deferred annuity plan under section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”) and comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

ARTICLE 1. DEFINITIONS

Wherever used herein, the following terms shall have the meanings indicated:

1.01 ACCOUNT

“Account” means the entire interest of a Participant in the Plan and shall include the following subaccounts:

- (a) “Salary Deferral Contribution Account” means that portion of the Participant’s Account attributable to the Salary Deferral Contributions and Catch-up Contributions made on the Participant’s behalf by a Participating Employer and the earnings or losses thereon.
- (b) “Rollover Account” means that portion of the Participant’s Account attributable to the Participant’s Rollover Contributions, if any, and the earnings or losses thereon.
- (c) “Employer Nonelective Contribution Account” means that portion of the Participant’s Account attributable to Employer Nonelective Contributions, if any, and the earnings or losses thereon.

1.02 AFFILIATED EMPLOYER

“Affiliated Employer” means any entity which is under common control with the Employer within the meaning of Section 414(b) or (c) of the Code.

1.03 ANNUAL ADDITIONS

“Annual Addition” means, for any Plan Year, the sum of all contributions made by the Employer and by the Participant and allocated to the Participant’s Account.

1.04 BENEFICIARY

“Beneficiary” means the person(s) entitled to receive payment of a Participant’s Account as a result of the Participant’s death pursuant to the Participant’s written designation in accordance with the Fund Sponsor’s procedures.

1.05 BOARD OF DIRECTORS

“Board of Directors” means the board of directors of New Horizons Resources, Inc.

1.06 CATCH-UP CONTRIBUTIONS

“Catch-up Contributions” means the contributions made by a Participating Employer on behalf of a Participant pursuant to the Participant’s election to defer Compensation under Section 3.02.

1.07 CODE

“Code” means the Internal Revenue Code of 1986, as amended.

1.08 COMPENSATION

“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 salary reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 3.01 made to reduce a Participant’s salary in order to have Salary Reduction Contributions made to the Plan).

Dollar Limitation On Compensation: The maximum amount of Compensation that may be taken into account for purposes of contributions in any Plan Year shall not exceed the dollar limitation contained in Section 401(a)(17) of the Code in effect as of the beginning of the Plan Year.

1.09 CONTRACT

“Contract” means an annuity or custodial account contract (group or individual) issued pursuant to the terms of the Plan and which incorporates by reference, and is subject to, the terms of the Plan.

1.10 ELIGIBLE EMPLOYEE

“Eligible Employee” means any Employee employed by a Participating Employer.

1.11 EMPLOYEE

“Employee” means any individual who is a common law employee of the Employer.

1.12 EMPLOYER

“Employer” means New Horizons Resources, Inc. or any successor by merger, consolidation or sale of assets. In addition, where appropriate, the term Employer shall include any Participating Employer which adopts this Plan.

1.13 EMPLOYER NONELECTIVE CONTRIBUTIONS

“Employer Nonelective Contributions” means the contributions made by a Participating Employer pursuant to Section 3.04.

1.14 FUND SPONSOR

“Fund Sponsor” means an insurance, variable annuity or investment company that provides Funding Vehicles available to Participants under this Plan and is identified in Appendix B.

1.15 FUNDING VEHICLES

“Funding Vehicles” means the annuity contracts or custodial accounts that satisfy the requirements of Code Section 401(f) issued for funding accrued benefits under this Plan and specifically approved by the Employer for use under this Plan.

1.16 PARTICIPANT

“Participant” means any Eligible Employee or former Eligible Employee who has met the participation requirements set forth in Article 2.

1.17 PARTICIPATING EMPLOYER

“Participating Employer” means (a) New Horizons Resources, Inc. and (b) any Affiliated Employer which is designated as a Participating Employer by the Board of Directors.

1.18 PLAN ADMINISTRATOR

“Plan Administrator” means the person or entity appointed to administer the Plan in accordance with Article 10.

1.19 PLAN YEAR

“Plan Year” means the 12-month period beginning each December 1st and ending November 30th.

1.20 ROLLOVER CONTRIBUTION

“Rollover Contribution” means the contribution made to the Plan by an Eligible Employee pursuant to Section 3.03 of all or part of the amount distributed to the Eligible Employee from another eligible retirement plan.

1.21 SALARY DEFERRAL CONTRIBUTIONS

“Salary Deferral Contributions” means the contributions made by a Participating Employer on behalf of a Participant pursuant to the Participant’s election to defer Compensation under Section 3.01.

1.22 SERVICE

“Service” means a period of employment with the Employer which begins on the first date on which the Employee commences employment with the Employer and ends on the earlier of (a) date the Employee’s employment by the Employer terminates for any reason or (b) the 12-month anniversary of the date on which the Employee is first absent from employment with the Employer. Notwithstanding clause (b) of the preceding sentence, for an Employee who is absent for maternity or paternity leave (pregnancy, birth or adoption of a child), the 12-month period beginning on the first anniversary of the first date of the maternity or paternity leave is not a break in service.

1.23 YEAR OF SERVICE

“Year of Service” means a 12-month period of Service. For purposes of eligibility to receive an allocation of Employer Nonelective Contributions, the initial 12-month computation period begins on the day the Employee first performs an hour of service for which the Employee is paid or entitled to payment by the Employer (the employment commencement date). The next 12-month computation period begins with the first day of the Plan Year that commences prior to the first anniversary of the Employee’s employment commencement date and each subsequent 12-month computation period begins with the first day of the Plan Year.

ARTICLE 2. PARTICIPATION IN THE PLAN

2.01 ELIGIBILITY FOR PARTICIPATION

An Eligible Employee may begin participation in this Plan by making Salary Deferral Contributions immediately upon becoming an Eligible Employee. However, as described in 3.04 below, an Eligible Employee may become entitled to an allocation of the Employer Nonelective Contributions only after completing two Years of Service. To participate in this Plan, an Eligible Employee must review and complete an enrollment packet (including any forms required by the Fund Sponsor and a salary deferral agreement if the Eligible Employee elects to make Salary Deferral Contributions) and return the required items to the Employer as instructed.

2.02 CESSATION OF PARTICIPATION

An individual will cease to be eligible to participate in the Plan as of the earliest of the date on which (a) he or she ceases to be an Eligible Employee, or (b) his or her contributions under the Plan are terminated. After such date, he or she shall continue to be a Participant only with respect to the allocation of earnings, losses and expenses made in accordance with the terms of the Funding Vehicle until the balance credited to his or her Account is distributed.

ARTICLE 3. CONTRIBUTIONS

3.01 SALARY DEFERRAL CONTRIBUTIONS

- (a) A Participant may elect to have Salary Deferral Contributions made on his or her behalf in an amount specified by the Participant. Such contributions shall be made by the Participating Employer as a reduction in the Compensation that would otherwise be payable to the Participant. An Eligible Employee must enter into a written salary deferral agreement with the Employer in order to make Salary Deferral Contributions. A salary deferral agreement will be legally binding between the Employer and Participant, and will further be irrevocable with respect to Compensation earned while the agreement is in effect. A salary deferral agreement will constitute a payroll deduction authorization for purposes of applicable state law.
- (b) A Participant may change or revoke the salary deferral agreement with respect to a Plan Year by providing the Employer with notice of such change or revocation in the form, manner, and in accordance with the notice requirements, prescribed by the Employer. Any such election shall take effect as of the first day of the payroll period next following the date the notice is received

unless a later date is specified by the Participant (in which case, the election shall take effect as of such later specified date).

- (c) Salary Deferral Contributions shall be transferred by a Participating Employer to the Funding Vehicles as soon as reasonably possible but not later than 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.
- (d) During a paid leave of absence, Salary Deferrals will continue to be made in accordance with the salary reduction agreement. No Salary Deferral Contributions will be made during an unpaid leave of absence.
- (e) Salary Deferral Contributions shall be subject to the applicable limitations set forth in Article 4. The Employer may reject or revoke the election of any Participant at any time if the Employer determines that such change or revocation is necessary to insure that the limitations of Article 4 are not exceeded.

3.02 CATCH-UP CONTRIBUTIONS

- (a) **Code Section 403(b) Catch-up Contributions:** Any Participant who has completed at least 15 years of service with the Employer may increase his or her Salary Deferrals for any Plan Year by the lesser of –
 - (i) \$3,000;
 - (ii) \$15,000 minus amounts excluded in prior years under this catch-up election; or
 - (iii) the excess of \$5,000 multiplied by his or her years of service with the Employer over any Salary Deferrals made under a tax deferred annuity, a Code Section 401(k) plan or a simplified employee pension plan by the Employer on behalf of the Participant for prior taxable years.
- (b) **Code Section 414(v) Catch-up Contributions:** Any Participant who has attained age 50 before the close of the calendar year will be eligible to make an additional catch-up contribution in accordance with Code Section 414(v). Such catch-up contributions will not be taken into account for purposes of the limitations set forth in Article 4.

Amounts in excess of the limitation set forth in Article 4 shall be allocated first to the special 403(b) catch-up under (a) and next as an age 50 catch-up contribution under (b). However, in no event can the amount of the Salary Reduction Contributions for a year be more than the Participant's Compensation for the year.

3.03 ROLLOVER CONTRIBUTIONS

- (a) To the extent provided in the applicable Contract, a Participant who is entitled to receive an eligible rollover distribution (within the meaning of Section 402(c)(4) of the Code) from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contribution shall be made in the form of cash only. The Fund Sponsor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code.

- (b) The Fund Sponsor shall establish and maintain a separate Rollover Account for the Participant to hold any eligible rollover distribution paid to the Plan.

3.04 EMPLOYER NONELECTIVE CONTRIBUTIONS

Employer Nonelective Contributions may be made on behalf of an Eligible Employee who has completed two Years of Service. With respect to an employee who is covered by a collective bargaining agreement that provides for participation in this Plan, such Employer Nonelective Contributions for a given Plan Year shall be made in accordance with the applicable collective bargaining agreement. With respect to any other Eligible Employee, the Employer Nonelective Contributions for a given Plan Year shall be made at the Employer's discretion and shall be allocable only to an Eligible Employee who, in addition to meeting the 2-year service requirement, is regularly scheduled to work at least 20 hours per week; provided that, an Eligible Employee who has met the two-year service requirement and completed 1,000 hours of service during the Plan Year for which the Employer Nonelective Contribution is being made shall be entitled to an Employer Nonelective Contribution allocation. An hour of service, for this purpose, shall mean each hour for which an employee is paid, or entitled to payment, for the performance of services for the Employer.

The Employer Nonelective Contributions for a Plan Year shall be allocated to Eligible Employees on a non-discriminatory basis in accordance with the following:

- (a) For each full-time Eligible Employee entitled to an allocation of the Employer Nonelective Contribution, the Employer Nonelective Contribution shall be the same dollar amount specified by the Employer for the Plan Year. For this purpose, full-time means an employee who is regularly scheduled to work at least 40 hours per week as determined by the Employer.
- (b) For each other Eligible Employee entitled to an allocation of the Employer Nonelective Contribution, (i.e., other than a full-time Employee), the Employer Nonelective Contribution shall be one-half of the dollar amount specified by the Employer for the Plan Year allocation to each full-time Eligible Employee.

Employer Nonelective Contributions shall be transferred by a Participating Employer to the applicable Funding Vehicle(s) within the time determined by the Employer or pursuant to the applicable collective bargaining agreement, if any.

ARTICLE 4. LIMITATIONS ON CONTRIBUTIONS

4.01 BASIC ANNUAL LIMITATION ON SALARY DEFERRAL CONTRIBUTIONS

Except as provided in Section 3.02, the maximum amount of the Salary Deferral Contributions under the Plan for any Plan Year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Compensation for the Plan Year. The applicable dollar amount is the amount established under Section 402(g)(1)(B) of the Code as adjusted under Section 415(d) of the Code.

4.02 SPECIAL RULE FOR PARTICIPANT COVERED BY ANOTHER SECTION 403(B) PLAN

For purposes of this Article 4, 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 limitations of Section 4.01. For this purpose the Employer shall take into account any other

such plan maintained by any Affiliated Employer and shall also take into account any other such plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by an Affiliated Employer shall be taken into account for purposes of this Section 4.02 only if the other plan is a Code Section 403(b) plan.

4.03 CORRECTION OF EXCESS SALARY DEFERRAL CONTRIBUTIONS

If the Salary Deferral Contributions on behalf of a Participant for any Plan Year exceed the limitation described in Section 4.01, or the elective deferrals (Salary Deferral Contributions under this Plan combined with any other elective deferrals under another plan as described in Section 4.02) on behalf of a Participant for any Plan Year exceed the limitations of Section 4.01, then the Salary Deferral Contribution, 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 not later than April 15th of the following year. Notwithstanding the foregoing, if a Participant is eligible to make Catch-up Contributions with respect to the Plan Year, excess Salary Deferral Contributions shall be recharacterized as Catch-up Contributions to the extent that the Participant has not made the maximum amount of Catch-up Contribution permissible for the Plan Year.

4.04 LIMITATION ON ANNUAL ADDITIONS

In no event shall the Annual Additions allocated to a Participant's Account for a Plan Year exceed the amount permitted under Code Section 415(c), which amount is the lesser of (a) \$49,000 as adjusted for cost-of-living increases pursuant to Code Section 415(d)) or (b) 100% of the Participant's Compensation.

For purposes of applying the limitations described in this section 4.04, Compensation paid to an Employee by the later of 2 ½ months after such Employee's termination of employment or the end of the Plan Year that includes the date of termination of employment is included in Compensation for the Plan Year if, absent such termination, such Compensation would have been paid to the Employee while the Employee continued in employment with the Employer and such Compensation is regular payment for services during the Employee's regular working hours, services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar pay.

ARTICLE 5. FUNDING VEHICLES

5.01 GENERAL

All Salary Deferral Contributions or other amounts contributed to the Plan on behalf of a Participant, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Funding Vehicles selected by the Participant.

5.02 INVESTMENT DIRECTION

Each Participant shall direct the investment of his or her Account among the investment options available under the Funding Vehicle selected in accordance with the terms of the Contract. A Participant or Beneficiary is permitted to change the investment of his or her Account among the Funding Vehicles to the extent provided in the Contract.

ARTICLE 6. VESTING

A Participant's interest in his or her Account, if any, shall be fully vested and nonforfeitable at all times.

ARTICLE 7. BENEFITS

7.01 DISTRIBUTIONS

Except as permitted under Section 4.03 (relating to excess elective deferrals), Section 7.03 (relating to withdrawals of amounts rolled over into the Plan), Section 7.04 (relating to Hardship Withdrawals), or Section 8.02 (relating to termination of the Plan), distributions from a Participant's Salary Deferral Contribution Account may not be made earlier than the earliest of the date on which the Participant's employment by the Employer terminates, the Participant dies, becomes disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the applicable Contract. Except as provided in Section 8.02, distributions from a Participant's Employer Nonelective Contribution Account may not be made earlier than the date on which the Participant's employment by the Employer terminates.

Distribution shall be made in a form provided under the applicable Contract as elected by the Participant.

7.02 SMALL SUM CASH-OUT

The Contract may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, if the Account balance does not exceed \$1,000 (determined without regard to any separate account that holds rollover contributions).

7.03 IN-SERVICE DISTRIBUTIONS FROM A ROLLOVER ACCOUNT

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

7.04 IN-SERVICE HARDSHIP WITHDRAWALS

Hardship withdrawals from a Participant's Salary Deferral Contribution Account shall be permitted under the Plan to the extent permitted by the Contract(s) issued in connection with applicable Funding Vehicle(s). If such withdrawal is taken, no Salary Deferral Contributions shall be made under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

The Contract shall provide for the exchange of information between the Employer and Fund Sponsor to the extent necessary to implement the applicable terms of the Contract including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Fund Sponsor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Salary Deferral Contributions under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need, the Fund Sponsor shall obtain information from the Employer to determine the amount of any rollover account balance that is available to the Participant under the Plan to satisfy the financial need.

7.05 ROLLOVER DISTRIBUTIONS TO ANOTHER ELIGIBLE RETIREMENT PLAN

A Participant or a deceased Participant's Beneficiary (or a Participant's spouse or former spouse who is an alternate payee under a qualified domestic relations order) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) specified by the distributee. In the case of a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse who is an alternate payee under a qualified domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code).

Each Fund Sponsor shall be responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect direct rollover and the income tax withholding consequences of not electing a direct rollover.

7.06 MINIMUM DISTRIBUTION REQUIREMENTS

See Appendix A.

7.07 MISSING PARTICIPANTS AND UNCLAIMED BENEFITS

The Employer shall make all reasonable attempts to determine the identity and address of a Participant or Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) mailing by certified mail of a notice to the last known address shown on the Employer's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Employer is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Fund Sponsor shall continue to hold the benefits due such person.

7.08 DISTRIBUTION TO MINOR OR INCOMPETENT

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Fund Sponsor, benefits will be paid to such person as the Fund Sponsor may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

7.09 LOANS

Loans are permitted under the Plan from a Participant's Salary Deferral Contribution Account to the extent permitted by the applicable Contract. Each Fund Sponsor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize instances in which Participants have taxable income as a result of loans from the Plan, the Employer shall take such steps as it deems appropriate to coordinate the limitations on loans set forth in herein, including collection of information from Fund Sponsors and transmission of information requested by any Fund Sponsor concerning the outstanding balance of any loans made to a Participant under the Plan and any failure by a Participant to timely repay any loan made to the Participant under the Plan.

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

- \$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 Fund Sponsor (not taking into account any payments made during such one-year period); or
- one-half of the value of the Participant's vested Salary Deferral Contribution Account balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

ARTICLE 8. AMENDMENT AND TERMINATION OF PLAN

8.01 AMENDMENT

New Horizons Resources, Inc. may at any time and from time to time amend the Plan by action of the Board of Directors without the consent of any other Participating Employer, or any Participant or Beneficiary. Such amendment may be adopted by resolution of the Board of Directors.

Notwithstanding the foregoing, no amendment may reduce or eliminate any benefit which is a "Section 411(d)(6) Protected Benefit" except as permitted under Section 1.411(d)-4 of the Income Tax Regulations.

8.02 RIGHT TO TERMINATE PLAN

The Employer intends to maintain the Plan indefinitely. Nevertheless, the Employer reserves the right to terminate the Plan (in whole or in part) at any time, by action of the Board of Directors, without the consent of any other Participating Employer, or any Participant or Beneficiary. Such termination may be adopted by resolution or by such other action permitted by the Employer's charter, by-laws, or such other method permitted by the laws of the state of the Employer's incorporation.

In the event of a Plan termination, subject to any restrictions contained in an applicable Contract, all Accounts will be distributed provided that no Employer makes contributions to an alternative Section 403(b) contract that is not part of the Plan during the period beginning on the date of the Plan termination and ending 12 months after distribution of all Accounts, except as permitted by the Income Tax Regulations.

ARTICLE 9. PARTICIPATION BY AFFILIATED EMPLOYERS

9.01 PARTICIPATION BY AFFILIATED EMPLOYER

Subject to the consent of the Board of Directors, any Affiliated Employer may adopt the Plan. Such Affiliated Employer shall become a Participating Employer upon the filing with the Board of Directors such duly executed documents as may be required by the Board of Directors.

9.02 DELEGATION OF POWERS AND AUTHORITY

A Participating Employer shall be deemed to appoint New Horizons Resources, Inc. as its exclusive agent to exercise on its behalf all of the powers and authority conferred upon New Horizons Resources, Inc. by the terms of the Plan including, but not by way of limitation, the power to amend and terminate the Plan. The authority of New Horizons Resources, Inc. to act as such agent shall continue with respect to all funds contributed by each Participating Employer and the income therefrom unless and until the amount of such funds and income has been distributed.

9.03 TERMINATION OF PARTICIPATION

New Horizons Resources, Inc. shall notify the Fund Sponsors in writing of the termination of the Plan as to any Participating Employer, and the Fund Sponsor shall not accept any further contributions under the Plan from such Participating Employer.

ARTICLE 10. PLAN ADMINISTRATION

10.01 PLAN ADMINISTRATOR

The Plan Administrator for purposes of ERISA shall be New Horizons Resources, Inc., and shall be the named fiduciary for purposes of ERISA.

10.02 DUTIES OF PLAN ADMINISTRATOR

The Plan Administrator shall have the general responsibility for carrying out the provisions of the Plan. The Plan Administrator may authorize any agent to execute or deliver any instrument or make any payment on its behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as the Plan Administrator may require in carrying out the provisions of the Plan; and may allocate to other persons all or such portion of the Plan Administrator's duties under the Plan, other than those granted to the Fund Sponsor.

10.03 INDIVIDUAL ACCOUNTS

The Plan Administrator shall maintain, or cause to be maintained, records showing the individual balances in each Participant's Accounts. However, maintenance of those records and Accounts shall not require any segregation of the assets of the Plan.

10.04 MEETINGS

The Plan Administrator shall hold meetings upon such notice, at such place or places, and at such time or times as it may from time to time determine.

10.05 COMPENSATION

No person serving as Plan Administrator shall receive any compensation from the Plan for his services as such.

10.06 EXPENSES

All investment transaction expenses shall be paid by the Plan. All administrative expenses shall be paid by the Plan to the extent they are not paid by the Employer.

10.07 ESTABLISHMENT OF RULES

Subject to the limitations of the Plan, the Plan Administrator from time to time shall establish rules for the administration of the Plan and the transaction of its business.

10.08 CLAIM APPEAL PROCEDURE

The Plan Administrator shall establish procedures, applied uniformly to all affected persons and in accordance with Department of Labor Regulations Section 2560.503-1 (or other guidance pursuant to ERISA Section 503), whereby any Participant or Beneficiary may appeal the denial of the claim for all or any part of benefits payable pursuant to this Plan. Such appeal procedures shall meet the following minimum requirements:

- (a) Whenever a claim for benefits under the Plan made by a Participant or a Beneficiary (herein referred to as the “Claimant”) is denied, whether in whole or in part, the Plan Administrator shall transmit a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension, within 180 days of such date. Such notice shall:

 - (i) set forth the specific reasons for the denial, making reference to the pertinent provisions of the Plan or the Plan documents on which the denial is based;
 - (ii) describe any additional material or information that should be received before the claim may be acted upon favorably, and explain why such material or information, if any, is needed; and
 - (iii) inform the Claimant of his or her right pursuant to this Section to request review of the decision by the Plan Administrator within 60 days of the date on which he or she receives such notice.
- (b) A Claimant (or his or her authorized representative) may appeal a denial of a claim to the Plan Administrator by submitting a written request for review to the Plan Administrator within 60 days after the date on which such denial is received. Such period may be extended by the Plan Administrator for good cause. Such request shall contain the following information:

 - (i) The specific portions of the denial of his or her claim which the Claimant requests the Plan Administrator to review;
 - (ii) A statement by the Claimant setting forth the basis upon which he or she believes the Claimant should reverse the previous denial of his or her claim for benefits and accept his or her claim as made; and
 - (iii) any written material (offered as exhibits) which the Claimant desires the Plan Administrator to examine in its consideration of his or her position.

- (c) The Plan Administrator shall decide whether or not to grant the claim within 60 days after receipt of the request for review, but this period may be extended by the Plan Administrator for up to an additional 60 days in special circumstances. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Plan Administrator's decision shall be in writing, shall include specific reasons for the decision and shall refer to pertinent provisions of the Plan or of the Plan documents on which the decision is based.

10.09 PRUDENT CONDUCT

Each person serving as Plan Administrator shall use the degree of care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use in his conduct of a similar situation.

10.10 INTERPRETATION OF PLAN PROVISIONS

The Plan Administrator shall have the sole and exclusive authority to construe and interpret the Plan, including the power to construe and interpret any doubtful provisions, to decide all questions of eligibility and determine the rights and benefits of Participants and of all other persons having or claiming an interest in the Plan, as well as the amount, manner and time of payment of any benefits hereunder, and shall have such powers as may be necessary for the foregoing.

10.11 FINAL DETERMINATION RESTS WITH PLAN ADMINISTRATOR

Each ruling by the Plan Administrator on any matter within its authority, which is not inconsistent with the Plan or with applicable law or regulations, shall be final and binding on the Participant involved, on the Employer and on all parties claiming any interest under the Plan, and such ruling may not be further contested.

10.12 INDEMNIFICATION BY THE EMPLOYER

To the extent not compensated by insurance or otherwise, New Horizons Resources, Inc shall indemnify and hold harmless each employee serving as a Plan Administrator, and each employee designated by the Plan Administrator to carry out fiduciary responsibility with respect to the Plan from any and all claims, losses, damages, expenses and liabilities, arising from any act or omission of such employee, except where the same is judicially determined to be due to willful misconduct of such employee. Anything herein to the contrary notwithstanding, no assets of the Plan may be used for any such indemnification.

ARTICLE 11. GENERAL PROVISIONS

11.01 NO EMPLOYMENT RIGHTS

Except as otherwise provided by law, neither the establishment of this Plan, nor any modification hereto, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving any Participant or other person any legal or equitable rights against the Employer, any officer or Employee thereof, or the Fund Sponsor, except as herein provided; and the terms of employment of any Participant will not be modified or affected by this Plan.

11.02 FUNDING VEHICLES ARE SOLE SOURCE OF PAYMENTS FOR PLAN

The Funding Vehicles shall be the sole source for the payment of all Participants' Accounts, and the Plan's liability to make payment to any Participant or his or her Beneficiary shall be limited to the extent that the balance in such Participant's Account is sufficient to make such payment. In no event shall assets of the Employer or any Affiliated Employer be applied for the payment of Plan benefits.

11.03 NON-ALIENATION

Except as is permitted under Section 401(a)(13) of the Code in the case of a qualified domestic relations order (as defined in Section 414(p) of the Code), no Participant or Beneficiary shall have the right to alienate or assign his or her benefits under the Plan, and no Plan benefits shall be subject to attachment, execution, garnishment, or other legal or equitable process.

11.04 QUALIFIED DOMESTIC RELATIONS ORDER

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee (as defined in Section 414(p)(8) of the Code) under a qualified domestic relations order (as defined in Section 414(p) of the Code).

Notwithstanding anything in the Plan to the contrary, a distribution to an alternate payee shall be permitted if such distribution is authorized by the qualified domestic relations order without regard as to whether the affected Participant is currently entitled to receive a distribution.

The Fund Sponsors shall establish reasonable procedures for determining the qualified status of any domestic relations order and for effectuating distribution pursuant to any qualified domestic relations order.

11.05 EMPLOYEE TRANSFERS

The transfer of an employee between a Participating Employer and an Affiliated Employer shall not be considered to be a termination of employment for purposes of this Plan.

11.06 RETURN OF CONTRIBUTIONS

Any contributions made by an Employer or any Affiliated Employer may be returned to the Employer or any Affiliated Employer only to the extent permitted by the Code.

11.07 VETERANS' RE-EMPLOYMENT RIGHTS UNDER USERRA

Notwithstanding any provision of this Plan to the contrary, benefits with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. An Employee whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service may elect to make additional Salary Deferral Contributions upon resumption of employment by the Employer equal to the maximum Salary Deferral Contributions that the Eligible Employee could have made during that period if his or her employment had been continued during that period without the interruption or leave, reduced by any Salary Deferral Contributions actually made during the period. 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).

11.08 APPLICABLE LAW

Except as otherwise expressly required by applicable federal law, this Plan shall be construed and governed in accordance with the laws of the State of New York.

11.09 RELEASE OF CLAIMS

Any payment to any Participant or Beneficiary, his or her legal representative, or to any guardian or committee appointed for such Participant or Beneficiary, will, to the extent thereof, be in full satisfaction of all claims hereunder against the Plan and the Fund Sponsors, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as determined by Plan or the Fund Sponsor.

11.10 RULES OF CONSTRUCTION

Whenever the context so admits, the use of the masculine gender shall be deemed to include the feminine and vice versa, either gender shall be deemed to include the neuter and vice versa; and the use of the singular shall be deemed to include the plural and vice versa.

11.11 INCORPORATION OF AGREEMENTS

The Plan, together with the individual Contracts and Policies, is intended to satisfy the requirements of Section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the individual Contracts and Policies are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Section 403(b) of the Code.

* * *

IN WITNESS WHEREOF, the Employer has caused this Plan document to be executed effective as of December 1, 2009.

New Horizons Resources, Inc.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A. ADDITIONAL REQUIREMENTS

The provisions of this Appendix A will apply for purposes of determining required minimum distributions. The requirements of this Appendix shall apply to any distribution of a Participant's Account and will take precedence over any inconsistent provisions of this Plan or the applicable Contract. Distributions in all cases will be made in accordance with Code Section 401(a)(9) and the Income Tax Regulations 1.401(a)(9)-1 through 1.401(a)(9)-9.

(a) Time and Manner of Distribution

- (i) **Required Beginning Date.** The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:
 - (A) If the participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (B) If the participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (D) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section (a)(ii), other than subsection (a)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of Sections (a)(ii) and (c), unless subsection (a)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (a)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (a)(ii)(A), the date distributions are considered to begin is the date distributions actually commence.

- (iii) **Forms of Distribution:** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the

Required Beginning Date, as of the first distribution calendar year distributions shall be made in accordance with Sections (b) and (c) of this Appendix. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations.

(b) Required Minimum Distributions During Participant's Lifetime

(i) Amount of Required Minimum Distribution for Each Distribution Calendar Year:

During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- (B) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distribution Through Year of Participant's Death:

Required minimum distributions will be determined under this Section (b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death

(i) Death On or After Date Distributions Begin

(A) **Participant Survived by Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

- (a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (b) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the

surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(c) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) **No Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) **Death Before Date Distributions Begin**

(A) **Participant Survived by Designated Beneficiary:** If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section (c)(i).

(B) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) **Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin:** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (a)(ii)(A), this Section (c)(ii) shall apply as if the surviving spouse were the Participant.

(d) **Definitions**

(i) **Designated Beneficiary:** The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-1, Q&A-4.

(ii) **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 Section (a)(ii). The required minimum distribution for the Participant's first distribution calendar year shall 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.

- (iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.
- (iv) **Participant's Account Balance.** The Participant's account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Participant's account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Participant's account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) **Required Beginning Date.** The Required Beginning Date of a Participant is April 1 following the calendar year in which the Participant attains age 70½ or if later, April 1 following the calendar year in which the Participant retires.

(e) Election to Allow Participants, Former Participants or Beneficiaries to Elect 5-Year Rule

Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Sections (a)(ii) and (c)(ii) applies to distributions after the death of a Participant who has a designated beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section (a)(ii), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor beneficiary makes an election under this paragraph, distributions will be made in accordance with Sections (a)(ii) and (c)(ii).

APPENDIX B. FUND SPONSORS

A Participant may choose from among the Funding Vehicles provided by the following Fund Sponsor(s):

- Teachers Insurance and Annuity Association (TIAA)
 - TIAA Group Retirement Annuity
 - Traditional Annuity
 - TIAA Real Estate Account
 - TIAA Access Bond Plus Account II
 - TIAA Access Growth & Income Account
 - TIAA Access International Equity Account
 - TIAA Access Large-Cap Growth Account
 - TIAA Access Large-Cap Value Account
 - TIAA Access Lifecycle Account 2010
 - TIAA Access Mid-Cap Blend Index Account
 - TIAA Access Mid-Cap Growth Account
 - TIAA Access Mid-Cap Value Account
 - TIAA Access Real Estate Securities Account
 - TIAA Access Small-Cap Blend Index Account
 - TIAA Access Small-Cap Equity Account
 - TIAA Access Small-Cap Growth Index Account
 - TIAA Access Small-Cap Value Index Account
 - TIAA Access Social Choice Equity Account
 - TIAA Access Lifestyle Account 2015
 - TIAA Access Lifestyle Account 2020
 - TIAA Access Lifestyle Account 2025
 - TIAA Access Lifestyle Account 2030
 - TIAA Access Lifestyle Account 2035

- TIAA Access Lifestyle Account 2040
- TIAA Access Lifestyle Account 2045
- TIAA Access Lifestyle Account 2050
- TIAA Access Lifestyle Retirement Income Account
- College Retirement Equities Fund (CREF)

CREF Group Retirement Unit-Annuity

- Stock Account
- Money Market Account
- Bond Market Account
- Social Choice Account
- Global Equities Account
- Growth Account
- Equity Index Account