

**Amendment Five to the
Public Employees Retirement System of Ohio
Combined Plan**

WHEREAS, the Public Employees Retirement System of Ohio Combined Plan ("Plan") was originally effective January 1, 2003;

WHEREAS, the Public Employees Retirement Board, as Trustees of the Plan ("Trustees"), reserved the right to amend the Plan pursuant to Article XXV of the Plan;

WHEREAS, the Trustees now desire to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended to be and read as follows:

1. Section 1.39 of the Plan, defining "Total Service Credit," is hereby amended to be and read as follows:

"Total Service Credit" has the same meaning as set forth in section 145.01 of the Ohio Revised Code means the sum of the Participant's Years of Contributing Service and any service credit purchased or obtained under Section 3.05 or 3.06 of the Plan. As used in Section 2.03 of the Plan, "Total Service Credit" means the sum of the Participant's Total Service Credit in the Plan and, if applicable, the Participant's Years of Participation in the Defined Contribution Plan and Total Service Credit in the Defined Benefit Plan.

2. Section 1.41 of the Plan, defining "Year of Contributing Service," is hereby amended to be and read as follows:

"Year of Contributing Service" means a period of twelve calendar months during which contributions were made pursuant to Sections 3.02, 3.03, and 3.09. For purposes of determining Total Service Credit in the Plan, Contributing Service shall be calculated in the same manner as described in division (T) of section 145.01 of the Revised Code.

3. Section 2.02(a) of the Plan, describing Eligibility of Member or Contributor, is hereby amended to be and read as follows:

Except as provided in subsection (c), a Member or Contributor of the System who, as of the last day of the month immediately preceding the Effective Date, has less than five (5) years of Total Service Credit, total service credit, as defined in section 145.01 of the Revised Code, may elect to become a Participant in this Plan not later than one hundred eighty (180) days after the Effective Date. An election shall be made in writing on an Applicable Form provided by and filed with the System or, if designated by the Administrator, the Service Manager. If a form evidencing an election under this Section is not received on or before the end of the one hundred eighty (180) day election period, a Member or Contributor is deemed to have elected to continue participating in the Defined Benefit Plan.

On the request of a Member or Contributor who makes an election to participate in this Plan, the System shall:

(1) Credit to the Participant Contribution Account the Accumulated Contributions standing to the credit of the Member or Contributor in the Employees' Savings Fund and any other amounts standing to the credit of the Member or Contributor in a fund under section 145.23 of the Ohio Revised Code, other than deposits made by the Member or Contributor under division (C) of section 145.23 of the Ohio Revised Code as that section existed immediately prior to April 6, 2007;

(2) Credit to the Miscellaneous Contribution Account, or Rollover Account, as appropriate, any deposits made by the Member or Contributor under division (C) of section 145.23 of the Ohio Revised Code as that section existed immediately prior to April 6, 2007;

(3) Cancel all service credit and eligibility for any payment, benefit, or right under the Defined Benefit Plan with respect to amounts described in (a)(1) of this Section.

A request to transfer the amounts described in this ~~section~~ Section shall be made at the time the member files an election under this Section. For each Participant who elects to transfer the amounts described in (a)(1) of this Section, the Participant shall receive Years of Contributing Service in an amount which corresponds to the amounts transferred under (a)(1) of this Section for purposes of determining both of the following: (1) eligibility for a benefit under Article IX and (2) eligibility for and calculation of a benefit under Articles X and XI.

4. Section 2.03(a) of the Plan, describing Changes to Election, is hereby amended to be and read as follows:

In addition to the elections under Sections 2.01 and 2.02, an Active Participant in this Plan may elect to become a participant in the Defined Benefit Plan or the Defined Contribution Plan once prior to attaining five (5) years of Total Service Credit; once after attaining five (5) and ~~no more than~~ prior to attaining ten (10) years of Total Service Credit; and once after attaining ten (10) years of Total Service Credit, subject to this Section and rules adopted by the Board. An election which is not used within the specified period may not be made in a subsequent time period.

5. Section 3.05 of the Plan, describing Service Purchases, is hereby amended to be and read as follows:

Subject to rules adopted under section 145.80 of the Ohio Revised Code, a Participant may purchase any service credit available under the Defined Benefit Plan, as provided in Chapter 145. of the Ohio Revised Code, based on the formula set forth in Chapter 145. (provided that, if such formula is based upon the cost of the additional liability, it shall be based upon the formula described in Section 9.03), and subject to the appropriate limitations under Code Section 415.

Amounts paid under this Section shall be deposited to the Member's credit in the Employees' Savings Fund or any other appropriate fund under section 145.23 of the Ohio Revised Code. Any amounts paid by the Participant under this Section shall be considered the Accumulated Contributions of the Participant ~~and~~ Amounts paid by the member and credited to the Employees' Savings Fund shall earn interest in accordance with section 145.471 of the Ohio Revised Code.

6. Section 3.06 of the Plan, describing Restoration is hereby amended to be and read as follows:

Subject to rules adopted under section 145.80 of the Ohio Revised Code, a Participant may redeposit amounts withdrawn from this Plan in order to restore service credit in this Plan, as provided in section 145.97(B) of the Ohio Revised Code. Amounts paid under this Section shall be deposited to the Member's credit in the Employees' Savings Fund or any other appropriate fund under section 145.23 of the Ohio Revised Code. Any amounts paid by the Participant under this Section shall be considered the Accumulated Contributions of the Participant ~~and~~ Amounts paid by the member and credited to the Employees' Savings Fund shall earn interest in accordance with section 145.471 of the Ohio Revised Code.

7. Section 6.01 of the Plan, describing Transfers from this Plan to the Defined Benefit Plan, is hereby amended to be and read as follows:

Not later than one hundred eighty days after the effective date of an election to transfer under Section 2.03, a Participant in this Plan who has elected to become a participant in the Defined Benefit Plan under Section 2.03 may transfer funds from this Plan to the Defined Benefit Plan in order to purchase service credit in the Defined Benefit Plan for the Participant's Years of Contributing Service in this Plan. The Actuary shall determine the total amount of additional liability for each Year of Contributing Service which is eligible for purchase.

A Participant may transfer funds from the following Accounts to purchase service credit in the Defined Benefit Plan as calculated under this Section: Participant's Contribution Account, Miscellaneous Contribution Account, or Rollover Account. For each Participant who elects to transfer funds to purchase service credit under this Section and who, as of the effective date of an election to transfer under Section 2.03, meets the service credit requirements specified in Section 8.02(a) or (b), excluding service credit purchased or transferred to this Plan under sections 145.20, 145.295, 145.302, or 145.44 of the Ohio Revised Code, the System shall transfer an additional amount from the Employers' Accumulation Fund to the Defined Benefit Plan ~~an~~ Except as provided in Section 8.02, the additional amount shall equal to ~~the amount~~ the Participant would have been entitled to receive under Section 8.02 had the Participant terminated public service and met all other requirements of Article VIII. All transfers under this Section shall be made in accordance with section 145.814 of the Revised Code and are subject to the applicable provisions of the Defined Benefit Plan and any rules adopted by the Board. For each Year of Contributing

Service in this Plan that is purchased in the Defined Benefit Plan, the Administrator shall cancel a corresponding Year of Contributing Service in this Plan. If a Participant who elected a transfer of accumulated contributions under Section 2.02(a)(1) of this Plan or the Defined Contribution Plan also transfers funds from this Plan to the Defined Benefit Plan under this Section, all or a portion of the Participant Contribution Account shall be used to restore the cancelled service credit described in Section 2.02(a)(3) in accordance with rules adopted by the Board.

For each Participant who elects to transfer funds under this Section, any amounts paid or transferred under Section 3.05 or 3.06 shall be credited to the Defined Benefit Plan and deposited into the Employees' Savings Fund. If the amounts paid by the Participant under those Sections are less than the amounts that would have been paid had the Participant made the payments as a Participant in the Defined Benefit Plan, the Participant may elect to receive a pro-rated amount of service credit under the Defined Benefit Plan or may make an additional payment to equal the difference in order to receive the full amount of service credit.

8. Section 8.02 of the Plan, describing Employers' Accumulation Fund, is hereby amended to be and read as follows:

A Participant who elects a lump-sum distribution under Section 8.01 is entitled to an amount, paid from the Employers' Accumulation Fund, determined as follows:

- (a) For a Participant with at least five (5) years but less than ten (10) years of service credit, an amount equal to thirty-three per cent (33%) of the Participant's eligible contributions.
- (b) For a Participant with ten (10) or more years of service credit, an amount equal to sixty-seven per cent (67%) of the Participant's eligible contributions.

As used in this Section, "eligible contributions" means all of following: the amounts contributed under Section 3.03; except as provided in this Section, amounts received from the Participant or transferred under section 145.20, 145.295, 145.302, or 145.44 of the Ohio Revised Code, if applicable; and interest calculated in the same manner as the Defined Benefit Plan under section 145.471 or 145.472 of the Ohio Revised Code. For each Participant who elects to transfer funds to the Defined Benefit Plan under Section 6.01, "eligible contributions" does not include amounts received from the Participant or transferred under section 145.20, 145.295, 145.302, or 145.44 of the Ohio Revised Code. "Eligible contributions" does not include contributions that were used in the payment of a disability benefit or, as provided in rules adopted by the Board, were refunded to the Participant because the Administrator was not authorized to accept the contributions. Except as provided in Section 6.01, "Service service credit" means service credit earned for periods for which contributions were made under Section 3.03 and, if applicable, periods for which service credit was purchased or transferred under section 145.20, 145.295, 145.302, or 145.44 of the Ohio Revised Code.

A Participant who receives a payment under this Section shall forfeit all rights to benefits under Articles IX, X, XI, and XII.

9. Section 9.01(a) of the Plan, describing Eligibility, is hereby amended to be and read as follows:

A Participant whose Public Service Terminates and who has left on deposit the amounts described in Article VIII may, on becoming eligible as described in this Section, be paid benefits as described in Sections 9.02 and 9.03. A Participant who has five (5) years of Total Service Credit and has attained age sixty (60), or has twenty-five (25) years of Total Service Credit and has attained age fifty-five (55), or has thirty (30) or more years of Total Service Credit, regardless of age, may be paid, on application of the Participant, one or both of the following, at the Participant's election:

(a) The sum of the Participant's Accounts under a payment option described in Section 9.02, subject to Article XIV.

(b) A Retirement Allowance determined under Section 9.03, subject to Article XIV.

Retirement under this Article shall be effective on the earlier of the date a Participant receives a distribution under either Section 9.02 or 9.03.

10. Section 9.02(a) of the Plan, describing Payment Options for Accounts under Section 9.01(a), is hereby amended to be and read as follows:

Subject to Article XIV, section 145.92 of the Ohio Revised Code, and this Section, a Participant may select from payment options in the form of a partial lump sum, subject to any rules adopted by the Board; monthly annuity payments (with joint and survivor options); periodic payments over a period certain; periodic payments of a specific monthly amount; payments with a deferred start date; or a combination of these options. An unmarried Participant who fails to select a payment option under this Section shall be paid in accordance with Section 8.01. Unless the Participant is eligible to or required to elect another payment option as described in this Section, a married Participant shall receive a monthly joint and survivor annuity, which shall consist of the actuarial equivalent of the Participant's single life annuity based on the Participant's Accounts in a lesser amount payable for life and one-half of such allowance continuing after death to the Participant's spouse for the life of the spouse. The effective date of a payment option provided under this Section shall be the first of the month following the later of: (1) a date determined by the Participant; (2) the attainment of minimum age; and eligibility under Section 9.01; (3) the attainment of minimum service credit eligibility under Section 9.01; (4) the last day for which Earnable Salary was paid; or (5) the date the system receives an application for a payment option under this Section.

Notwithstanding any provision of this Section to the contrary, a Participant may not select a monthly annuity payment if the selection would result in a monthly annuity payment of less than twenty-five dollars. If a Participant's

distribution required by Code Section 401(a)(9) and the regulations thereunder would result in a monthly annuity of less than twenty-five dollars, the Administrator shall calculate and issue the Participant's minimum distribution as a partial lump sum payment.

11. Section 9.03(a) of the Plan, describing Payment of Retirement Allowance, is hereby amended to be and read as follows:

A Participant with at least five (5) years of Total Service Credit who has attained age sixty (60) or who has thirty (30) years of Total Service Credit may apply for a Retirement Allowance that shall consist of one percent (1.0%) of the Participant's Final Average Salary for each of the first thirty (30) years of service plus one and one-quarter percent (1.25%) of the Participant's Final Average Salary for each year of service in excess of thirty (30) years. The Retirement Allowance shall be adjusted by the factors of attained age or years of service to provide the greater amount as determined by the schedule described in division (A)(5)(b) of section 145.33 of the Ohio Revised Code. The total annual single lifetime allowance that a Participant shall receive under this Section shall not exceed the lesser of one hundred percent (100%) of the Participant's Final Average Salary or the limit described in Article IV. The effective date of a Retirement Allowance under this Section shall be the first of the month following the later of: (1) the last day for which Earnable Salary was paid; (2) the attainment of minimum age and eligibility under Section 9.01; (3) the attainment of minimum service credit eligibility provided under Section 9.01; or (4) a date determined by the Participant.

12. Section 9.03(e) of the Plan, describing Payment of Retirement Allowance, is hereby amended to be and read as follows:

(e) A Participant who is eligible for a Retirement Allowance under this Section shall elect a plan of payment on a form provided by the Board. A plan of payment elected under this Section shall be effective only if approved by the System, which shall approve it only if it is certified by an Actuary engaged by the Board to be the actuarial equivalent of the Retirement Allowance calculated under this Section:

(1) Except as provided in this Section, a Participant who retires under this Section shall receive a Retirement Allowance under "plan A," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and one-half of such allowance continuing after death to the Participant's surviving spouse for the life of the spouse. A Participant may elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" if either of the following is the case: the Participant is not married or either the Participant's spouse consents in writing to the Participant's election of a plan of payment other than "plan A" or the Board waives the requirement that the spouse consent; or a plan of payment providing for payment in a specified portion of the allowance

continuing after the Participant's death to a former spouse is required by a court order issued under section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property prior to the Effective Date of the Participant's Retirement.

If a Participant is required to select a plan of payment providing for payment in a specified portion to a former spouse and the Board has received a copy of the order described in this Section, the Board shall accept the Participant's election of a plan of payment under this Section only if the Participant complies with both of the following: the Participant elects a plan of payment that is in accordance with the order described in this Section; and, if the Participant is married, the Participant elects "plan F" and designates the Participant's current spouse as a beneficiary under that plan unless that spouse consents in writing to not being designated a beneficiary under any plan of payment, or the Board waives the requirement that the current spouse consent.

An application for Retirement shall include an explanation of all of the following:

- (i) That, if the Participant is married, unless the spouse consents to another plan of payment or there is a court order dividing marital property issued under Section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property that provides for payment in a specified amount, the Participant's Retirement Allowance will be paid under "plan A," which consists of the actuarial equivalent of the Participant's Retirement Allowance in a lesser amount payable for life and one-half of the allowance continuing after death to the surviving spouse for the life of the spouse;
- (ii) A description of the alternative plans of payment, including all plans described in Section ~~9.02(e)(2)~~ 9.03(e)(2) and (3), available with the consent of the spouse;
- (iii) That the spouse may consent to another plan of payment and the procedure for giving consent;
- (iv) That consent is irrevocable once notice of consent is filed with the Board.

Consent shall be valid only if it is signed, in writing, and witnessed by a notary public. The Board may waive the requirement of consent if the spouse is incapacitated or cannot be located or for any other reason specified by the Board. Consent or waiver is effective only with regard to the spouse who is the subject of the consent or waiver.

- (2) A Participant eligible to elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" shall receive the

Participant's Retirement Allowance under the plan described in Section 9.03(e)(3) or one of the following plans elected at the time the Participant makes application for Retirement:

(i) "Plan B," which shall consist of a Retirement Allowance determined under this Section;

(ii) "Plan C," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and one-half or some other portion of the Retirement Allowance continuing after death to the Participant's sole surviving Beneficiary designated at the time of the Participant's Retirement, provided that the amount payable to the Beneficiary does not exceed the amount payable to the Participant;

(iii) "Plan D," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for life and continuing after death to a surviving Beneficiary designated at the time of the Participant's Retirement;

(iv) "Plan E," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable for a certain period from the Participant's Retirement date, as elected by the Participant and approved by the Board, and on the Participant's death before the expiration of that certain period, the Participant's lesser Retirement Allowance payable for the remainder of that period to the Participant's surviving designated Beneficiary nominated by written designation filed with the Board. Should the nominated Beneficiary die prior to the expiration of the guarantee period, then for the purpose of completing payment for the remainder of the guarantee period, the present value of such payments shall be paid to the estate of the Beneficiary last receiving.

(v) "Plan F," which shall consist of the actuarial equivalent of the Participant's Retirement Allowance determined under this Section in a lesser amount payable to the retired Participant for life and some portion of the lesser amount continuing after death to two, three, or four surviving Beneficiaries designated at the time of the Participant's Retirement. The portion of the lesser allowance that continues after the Participant's death shall be allocated among the Beneficiaries at the time of the Participant's Retirement. If the Participant elects this Plan as required by a court order issued under section 3105.171 or 3105.65 of the Ohio Revised Code or the laws of another state regarding division of marital property and compliance with the court order requires the allocation of a portion less than ten per cent (10%) to any Beneficiary, the Participant

shall allocate a portion less than ten per cent (10%) to that Beneficiary in accordance with that order. In all other circumstances, no portion allocated under this plan of payment shall be less than ten per cent (10%). The total of the portions allocated shall not exceed one hundred per cent of the Participant's lesser allowance.

(3) Beginning on a date selected by the Administrator, which shall not be later than July 1, 2004, a Participant may elect to receive a Retirement Allowance under a plan of payment consisting of both a lump sum in an amount the Participant designates that constitutes a portion of the Participant's Retirement Allowance under a plan of payment described in this Section and the remainder as a monthly allowance under that plan. The total amount paid as a lump sum and a monthly benefit shall be the actuarial equivalent of the amount that would have been paid had the lump sum not been selected. The lump sum designated by the Participant shall be not less than six (6) times and not more than thirty-six (36) times the monthly amount that would be payable to the Participant under the plan of payment elected by the Participant had the lump sum not been elected and shall not result in a monthly Allowance that is less than fifty per cent (50%) of that monthly amount.

(4) An election under (c)(2) or (e)(3) of this Section shall be made at the time the Participant makes application for Retirement.

(5) A Participant eligible to elect to receive the Participant's Retirement Allowance under a plan of payment other than "plan A" because the Participant is unmarried who fails to elect a plan of payment shall receive the Participant's Retirement Allowance under "plan B."

(6) If a Retirement Allowance, regardless of the plan of payment, due and paid is in a total amount less than the amounts paid by the Participant under Sections 3.05 or 3.06, if any, as provided by this Plan, then the difference between the total amount of the Allowance paid and those deposits shall be paid to the Beneficiary.

13. Section 10.03 of the Plan, describing Disability Benefit Options, is hereby amended to be and read as follows:

If the Board determines that a Participant who applies for a disability benefit under Section 10.02 is disabled and is eligible for a benefit under section 145.36 or 145.361 of the Ohio Revised Code, as applicable, the Participant shall elect one (1) of the following options:

(a) To transfer to the Defined Benefit Plan and receive disability benefits under section 145.36 or 145.361 of the Ohio Revised Code, as applicable. Upon election to transfer, the system shall determine the reserves necessary to be transferred on account of the disability benefit and shall credit to the Defined Benefit Plan the following:

- (1) To the Employees' Savings Fund, the Participant's Contribution Account and any amounts paid by the Participant under Section 3.05 or 3.06 of this Plan.
- (2) To the Employers' Accumulation Fund, an amount paid from this Plan's account in the Employers' Accumulation Fund equal to the reserves necessary to be transferred on account of the disability benefit less the amounts described in (a)(1) of this Section.
- (3) The Participant's Rollover Account and Miscellaneous Contribution Account shall be deposited in accordance with ~~division (C) of section 145.23~~ 145.62 of the Ohio Revised Code.

A Participant who elects to transfer shall forfeit all rights to a benefit under this Plan and shall become a Participant in the Defined Benefit Plan. If a Participant who elected a transfer of accumulated contributions under Section 2.02(a)(1) also transfers funds from this Plan to the Defined Benefit Plan under this Section, all or a portion of the Participant Contribution Account shall be used to restore the cancelled service credit described in Section 2.02(a)(3) in accordance with rules adopted by the Board. After all amounts described in (1) to (3) of this ~~section~~ Section have been credited to the Defined Benefit Plan, all service credit earned or purchased by the Participant under this Plan shall be treated as if the credit was earned or purchased under the Defined Benefit Plan.

(b) To receive as a lump sum any amounts to which the Participant would be entitled when the Participant's Public Service Terminates under Article VIII. If at the time of the election the Participant is eligible for a benefit under Article IX, the Participant may request that the amounts be paid under a payment option under that Article.

14. Section 11.02 of the Plan, describing Survivor Benefits, is hereby amended to be and read as follows:

(a) Subject to the provisions of division (C)(1) of section 145.45 of the Ohio Revised Code and Section 11.02(d), in lieu of accepting payment of the sums payable to the Participant under Article VIII, a Beneficiary, as determined under Article XIII, may elect to forfeit the sums payable under Article VIII and to substitute certain other benefits under division (A) or (B) of section 145.45 of the Ohio Revised Code subject to the requirements of that section. If a deceased Participant and Beneficiary meet the requirements of section 145.45 of the Ohio Revised Code, the Beneficiary may elect to transfer to the Defined Benefit Plan and to receive survivor benefits under that section. ~~Upon election to transfer~~

(b) If a Beneficiary elects to transfer to the Defined Benefit Plan to receive a survivor benefit but, at the time of the election, does not meet the eligibility requirements under division (B) of section 145.45, the System shall credit to this Plan's account in the Employees' Savings Fund the amounts held in the Participant Contribution Account. The amounts credited shall earn interest in accordance with section 145.471 of the Ohio Revised Code beginning on the first

of the month following receipt by the System of the election to transfer and ending on the earlier of the date the benefit is to commence or the date the Beneficiary applies for a lump sum payment of the amounts due under Article VIII.

(c) At the time a survivor benefit is to commence, the system shall determine the reserves necessary to be transferred on account of the survivor benefit and credit to the Defined Benefit Plan the following:

(a)(1) To the Employees' Savings Fund in the Defined Benefit Plan, the Participant's Participant Contribution Account and any amounts paid by credited to this Plan's account in Employees' Savings Fund on behalf of the Participant under Section 3.05 or 3.06 of this Plan.

(b)(2) To the Employers' Accumulation Fund in the Defined Benefit Plan, an amount paid from this Plan's account in the Employers' Accumulation Fund equal to the reserves necessary to be transferred on account of the survivor benefit less the amounts described in (a)(c)(1) of this Section.

The Participant's Rollover Account and Miscellaneous Contribution Account shall be paid to the Beneficiary in the form of a lump-sum.

(d) A Beneficiary who elects to transfer shall forfeit all rights under this Plan and, except as specified in this Section, shall become a Beneficiary under the Defined Benefit Plan. If the deceased Participant elected a transfer of accumulated contributions under Section 2.02(a)(1) and the Beneficiary elects to transfer from this Plan to the Defined Benefit Plan under this Section, all or a portion of the Participant Contribution Account or the amounts described in Section 11.02(b) shall be used to restore the cancelled service credit described in Section 2.02(a)(3) in accordance with rules adopted by the Board. After the amounts described in (a)(c)(1) and (b)(2) of this Section have been credited to the Defined Benefit Plan, all service credit earned or purchased by the deceased Participant under this Plan shall be treated as if the credit was earned or purchased under the Defined Benefit Plan, except that a survivor benefit paid pursuant to division (A) of section 145.45 of the Ohio Revised Code shall be calculated as if the deceased Participant was contributing to benefits under division (A) of section 145.33 of the Ohio Revised Code.

15. Section 11.03 of the Plan, describing the Waiting Period for Eligibility for Survivor Benefits, is hereby amended to be and read as follows:

The survivor of a Participant who transferred to this Plan from the Defined Contribution Plan will not be eligible for survivor benefits under Section 11.02 until one (1) year following the date of the transfer the Participant began participation in the Plan.

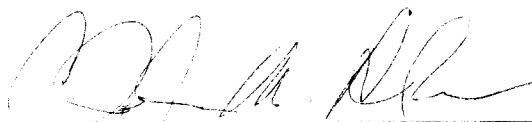
16. **Article XII of the Plan**, describing the Death Benefit, is hereby amended to be and read as follows:

Except as provided in this Article, on the death of a Participant receiving a Retirement Allowance under Section 9.03, a lump sum death benefit is available pursuant to section 145.451 of the Ohio Revised Code. For each Participant who transferred to the Plan from the Defined Contribution Plan under Section 6.02, the Beneficiary of the Participant is not eligible for the lump sum death benefit described in this Article if the Participant made contributions under Section ~~3.02~~ 3.03 for less than one (1) year following the date the Participant ~~transferred to~~ began participation in this Plan.

17. **In all other respects**, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF the undersigned has executed this Amendment on the date indicated:

1/1/09
Date



Christopher M. DeRose, Executive Director