

AMBERTON UNIVERSITY

TAX-DEFERRED SAVINGS PLAN

As Amended and Restated Effective January 1, 2009

**Amberton University
1700 Eastgate Drive
Garland, Texas 75041-5595**

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ARTICLE I -- ESTABLISHMENT OF PLAN

The University's Board of Trustees (the "Board") established the Amberton University Tax-Deferred Savings Plan (the "Plan") effective as of June 1, 1988. This plan document sets forth the provisions of this Code section 403(b) defined contribution retirement plan, as amended and restated, effective as of January 1, 2009. Contributions are invested, at the direction of the Participant, in one or more of the Funding Vehicles available to the Participant under the Plan.

ARTICLE II -- ELIGIBILITY FOR PARTICIPATION

2.1 Participation

Any Eligible Employee may make Participant Plan contributions at any time.

2.2 Notification

The University will notify an Eligible Employee when he or she has completed the requirements necessary to become a Participant. An Eligible Employee who complies with the requirements of section 2.3 and becomes a Participant is entitled to the benefits and is bound by all the terms, provisions, and conditions of this Plan, including any and all amendments that from time to time may be adopted, and including the terms, provisions, and conditions of any Funding Vehicles to which Plan Contributions for the Participant have been applied.

2.3 Enrollment in Plan

To participate in this Plan, an Eligible Employee must complete the necessary enrollment form(s) and return them to the University. An employee who has been notified that he or she is eligible to participate but who fails to return the enrollment form(s) will be deemed to have waived all of his or her rights under the Plan except the right to enroll at a future date.

2.4 Reemployment

An Eligible Employee who at one time was a Participant in the Plan and who ceases to work for the University and then subsequently becomes reemployed by the University will be immediately eligible to participate in the Plan upon his or her reemployment.

2.5 Termination of Participation

A Participant will continue to participate in the Plan until he or she ceases to be an Eligible Employee, the Plan is terminated, or his or her contributions terminate, whichever occurs first.

ARTICLE III - PLAN CONTRIBUTIONS

3.1 Plan Contributions

Plan Contributions will be made for each Year of Participation by elective salary reduction contributions. Participants may enter into salary reduction agreements with the University in accordance with which they may defer a specified percentage or amount of their Regular Salary as a pre-tax contribution to the Plan.

3.2 Limitations on Plan Contributions

A. Code Section 415 Limitations

Notwithstanding anything to the contrary contained in this Plan, the total Annual Additions made on behalf of the Participant for any year will not exceed the limits imposed by Code section 415, as they may be adjusted from time to time. The limits of Code section 415 are herein incorporated by reference. If the Annual Additions exceed the limitations, then the excess amounts will be held unallocated in a suspense account and will be applied to reduce further contributions by the University to the Plan.

If the limitations are exceeded because the Participant is also participating in another plan required to be aggregated with this Plan for the purposes of Code section 415, then the extent to which annual contributions under this Plan will be reduced, as compared with the extent to which annual benefits or contributions under any other plans will be reduced, will be determined by the University so as to maximize the aggregate benefits payable to the Participant from all plans. If the reduction is under this Plan, then the University will advise affected Participants of any additional limitation on their Annual Additions required by this paragraph.

B. Limitations on Elective Deferrals

Except as provided in paragraphs C and D below, the amount of Elective Deferrals for any taxable year under this Plan and all other plans, contracts, or arrangements of the University may not exceed the dollar limit in effect under Code section 402(g) at the beginning of such taxable year. In the event that a Participant has Excess Elective Deferrals, he or she may designate Elective Deferrals made during a taxable year to this Plan as Excess Elective Deferrals by notifying the Plan Administrator on or before March 1 of the succeeding taxable year of the amount of the Excess Elective Deferrals. Notwithstanding any other provision of the Plan, Excess Elective Deferrals, adjusted to reflect any credited investment experience up to the date of distribution, will be distributed no later than April 15 of the

succeeding taxable year to any Participant who designates Elective Deferrals as Excess Elective Deferrals for such taxable year.

C. Special Section 403(b) Catch-Up Limitation for Eligible Employees with 15 Years of Service

Because the University is a “qualified organization” within the meaning of section 1.403(b)-4(c)(3)(ii) of the federal Treasury Regulations, the dollar limit on Elective Deferrals under the provisions of paragraph A above for any qualified employee is increased by the *least* of the following:

- (i) \$3,000.00;
- (ii) The excess of (a) \$15,000.00, over (b) the total special section 403(b) catch-up elective deferrals made by the qualified employee in prior taxable years; or
- (iii) The excess of (a) \$5,000.00 multiplied by the number of Years of Service of the qualified employee with the University, over (b) the total Elective Deferrals made by the qualified employee for prior taxable years.

For the purposes of this paragraph, a “qualified employee” means an Eligible Employee who has completed at least 15 Years of Service taking into account only employment by the University.

D. Age 50 Catch-Up Elective Deferral Contributions

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferral, up to the maximum age 50 catch-up Elective Deferral for the year. The maximum dollar amount of the age 50 catch-up Elective Deferral for a year is \$5,500 for 2009, and is adjusted for cost-of-living after 2009 to the extent provided under the provisions of Code section 414(v)(2)(B)(i).

E. Coordination

Amounts deferred in excess of the dollar limit set forth in paragraph B above will be allocated first to the special section 403(b) catch-up election under paragraph C above and next as an age 50 catch-up contribution under paragraph D above. However, in no event may the amount of the Elective Deferrals for a year be more than the Participant’s Compensation for that year.

F. Special Rule for a Participant Covered by Another Section 403(b) Plan

For the purposes of this section 3.2, if the Participant is known by the University to be or to have been a participant in one or more other plans established under Code section 403(b) (or any other plan that permits elective deferrals under Code section 402(g)), then this Plan and all such other plans will be considered as one plan for the purposes of applying the foregoing limitations of this section 3.2.

3.3 When Contributions Are Made

Plan Contributions will begin each year when the University has determined that the Participant has met or will meet the requirements for a Year of Participation. Any part of a year's Plan Contributions not contributed prior to this determination will be included in contributions made for that year after the determination. Plan Contributions will be forwarded to the Funding Vehicles in accordance with the procedures established by the University, but not later than as required under ERISA section 302(c)(10) and the regulations promulgated thereunder.

3.4 Contributions Made by Salary Reduction

Participant Plan Contributions will be made on a tax-deferred basis in accordance with Code section 403(b). The University will forward Participant Plan Contributions to the Funding Vehicles as soon as practicable after the date they otherwise would have been paid to the Participants.

3.5 Leave of Absence

During a paid leave of absence, Participant Plan Contributions will continue to be made for a Participant on the basis of Regular Salary then being paid by the University unless the Participant terminates Participant Plan Contributions.

3.6 Allocation of Contributions

A Participant may allocate Plan Contributions made on his or her behalf to Funding Vehicles in any whole number percentages that equal 100 percent.

3.7 Rollovers to the Plan from Other Plans

A. Direct Rollovers

The Plan will accept a direct rollover of an eligible rollover distribution for a Participant from:

- (i) A qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions;

- (ii) An annuity contract described in Code section 403(b), excluding after-tax employee contributions; or
- (iii) An eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

B. Participant Rollover Contributions from Other Plans

The Plan will accept a Participant contribution of an eligible rollover distribution from:

- (i) A qualified plan described in Code sections 401(a) or 403(a);
- (ii) An annuity contract described in Code section 403(b); or
- (iii) An eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

C. Participant Rollover Contributions from IRAs

The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

D. Except as otherwise provided by the Code, the Plan will treat rollover contributions accepted in accordance with this section 3.7 as governed by the provisions of section 403(b) and related sections of the Code.

E. A Participant may receive a distribution of any rollover contribution and of associated earnings.

3.8 Limitations

Notwithstanding anything to the contrary contained in this Plan, the obligation of the University to make Plan Contributions is subject to the provisions relating to the amendment and termination of the Plan; *provided*, however, that no amendment or termination will affect any obligation of the University to make Plan

Contributions with respect to salary earned by the Participant prior to the date of amendment or termination.

ARTICLE IV - FUND SPONSORS/FUNDING VEHICLES

4.1 Fund Sponsors/Funding Vehicles

Plan Contributions are invested in one or more of the Funding Vehicles available to Participants under this Plan. The Fund Sponsors and their Funding Vehicles available to Participants as of the date of this document are (i) USAA Investment Management Company (“USAA”) and its family of mutual funds, and (ii) USAA Life Insurance Company and its tax-sheltered annuities. Any additional Funding Vehicles offered by USAA under institutional retirement plans will automatically be made available to Participants under this Plan. The University’s current selection of Fund Sponsor and Funding Vehicles is not intended to limit future additions or deletions of Fund Sponsors and Funding Vehicles.

4.2 Fund Transfers

At any time before retirement benefits begin, a Participant can transfer funds accumulated under the Plan among the Plan’s approved Funding Vehicles. Any fund transfers requested by Participants are authorized under this Plan. Funding Vehicles will process transfer requests without seeking the University’s approval or inquiring whether the request meets conditions the University may impose on such transfers.

ARTICLE V - VESTING

The Participant is fully and immediately vested in amounts attributable to Plan Contributions when such Plan Contributions are made.

ARTICLE VI - BENEFITS

6.1 Retirement Benefits

The Participant will be entitled to receive retirement benefits under options set forth in the relevant Funding Vehicles.

6.2 Cash Withdrawals

Benefits may be received under this Plan in any form the relevant Funding Vehicles permit.

6.3 Hardship Distributions

Hardship distributions are not available under the Plan.

6.4 *Survivor Benefits*

Upon the death of the Participant and prior to the commencement of retirement benefit payments, the full current value of his or her Accumulation Account is payable to the Beneficiary or Beneficiaries named by the Participant under the options offered by the Fund Sponsors. Distribution of survivor benefits is subject to the required distribution rules set forth in Code section 401(a)(9).

6.5 *Application for Benefits*

Procedures for receipt of benefits are initiated by writing directly to the Fund Sponsors. Benefits will be payable by the Fund Sponsors upon receipt of a satisfactorily completed application for benefits and supporting documents. The necessary forms will be provided to the Participant, a surviving spouse, or a Beneficiary by the Fund Sponsors.

6.6 *In-Service Distributions from Rollover Account*

Once established in accordance with the provisions of section 3.7, if a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by an applicable individual contract with a Fund Sponsor, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.7 *Minimum Distribution Requirements*

All distributions under this Plan must be made in accordance with the regulations under Code section 401(a)(9), including federal Treasury Regulations section 1.401(a)(9)-2. The provisions of this section 6.7 override any distribution options in the Plan inconsistent with Code section 401(a)(9). The entire interest of each Participant will be distributed beginning no later than April 1 of the calendar year following the calendar year in which the Participant attains ages 70-1/2 over the life of the Participant or over the lives of the Participant and a designated Beneficiary. Upon the Participant's death, any remaining interest will be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

If the Participant dies prior to the time benefit payments begin, then any portion of his or her interest payable to (or for the benefit of) a designated Beneficiary will be paid within five years of the Participant's death or will be paid beginning no later than one year after the Participant's death over the life of the designated Beneficiary or over a period not exceeding the life expectancy of the designated Beneficiary. If the designated Beneficiary is the surviving spouse, then payment may be delayed until the date the Participant would have attained age 70-1/2.

6.8 *QDRO Distributions*

Notwithstanding the provisions of section 6.1, if a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state (a “domestic relations order”), then the amount of the Participant’s Accumulation Account will be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment will be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

Responsibility lies with the Fund Sponsors to determine that Participants in the Plan have provided proper authorization to request distributions on account of domestic matters, including those that result from court orders. Each Fund Sponsor will establish its own rules and procedures for Participants to request such distributions.

6.9 *Loans*

A. *Availability*

Subject to the terms of the Funding Vehicles, loans are available to Participants before the commencement of benefit payments from approved Fund Sponsors. In order to facilitate the coordination of information regarding loans described in subsection B below, a Participant may have only one loan under the Plan outstanding at any time.

Insurance Fund Sponsors must provide loan services to Participants up to the maximum allowed under the Code and the applicable federal Treasury Regulations. Mutual Fund Sponsors are not required to provide loan services but may offer loans to Participants.

A Participant may make application for a loan to the extent that the loan does not exceed the *lesser* of:

- (i) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans to the Participant from the Plan during the one-year period ending on the date before the loan is made; or
- (ii) One-half of the present value of the Participant’s Accumulation Account or \$10,000, if greater; *provided*, however, that no loan may exceed the present value of the Participant’s Accumulation Account.

Such loan must be in the form of a legally enforceable agreement set forth in writing and must by its terms require that repayment of principal and interest be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, except any loan that is used by the Participant to acquire any dwelling unit that is to be used as a principal residence of the Participant.

In the event that a Participant fails to repay a loan according to its terms and the loan is declared to be in default, a distributable event will be deemed to occur for the entire outstanding balance of the loan. The Participant must include the deemed distribution in gross income in the year of the failure to repay.

Loan repayments will be suspended under the Plan as permitted under Code section 414(u)(4).

B. Information Coordination Concerning Loans

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 the instances in which Participants have taxable income as a result of loans from the Plan, the University will take such steps as may be appropriate to coordinate the limitations on loans set forth in this section 6.9, including the 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. The University will also take steps as may be appropriate to collect information from a Fund Sponsor, and transmission of information to any Fund Sponsor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan.

6.10 Rollover Distributions

A. A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a "domestic relations order," as defined in Code section 414(p)) who is entitled to an eligible rollover distribution may elect to have any portion of an "eligible rollover distribution" (as defined in Code section 402(c)(4)) from the Plan paid directly to an "eligible retirement plan" (as defined in Code section 402(c)(8)(B)) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a

direct rollover will be payable only to an individual retirement account or individual retirement annuity (an “IRA”) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code section 408(d)(3)(C)).

B. Each Fund Sponsor will be separately 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 a direct rollover and the income tax withholding consequences of not electing a direct rollover.

ARTICLE VII - NON-ALIENATION OF RETIREMENT RIGHTS OR BENEFITS

To the fullest extent permitted by law, no benefit under the Plan may at any time be subject in any manner to alienation, encumbrance, the claims of creditors, or legal process. No person will have the power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so will be void and of no effect. However, this Plan will comply with any judgment, decree, or order that establishes the rights of another person to all or a portion of a Participant’s benefit under this Plan to the extent that it is a “qualified domestic relations order” as defined by ERISA section 206(d)(3).

ARTICLE VIII - ADMINISTRATION

8.1 Plan Administrator

The University is the Administrator of this Plan, and is responsible for enrolling Participants, sending Plan Contributions for each Participant to the Fund Sponsors selected by the Participant, and for performing other duties required for the operation of the Plan.

8.2 Authority of the University

The University has all the powers and authority expressly conferred upon it herein and further has the sole discretion to interpret and construe the Plan, and to determine any disputes arising under it. In exercising these powers and authority, the University will at all times exercise good faith, apply standards of uniform application, and refrain from arbitrary action. The University may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The University, by action of its Board, may designate a person or persons other than the University to carry out any of its powers, authority, or responsibilities. Any delegation must be set forth in writing.

8.3 Action of the University

Any act authorized, permitted, or required to be taken by the University under the Plan that has not been delegated in accordance with section 8.2 may be taken by a majority of the members of the Board, either by vote at a meeting or in writing without a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the University under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (ii) a person who becomes authorized to act for the University in accordance with the provisions of section 8.2. Any action taken by the University that is authorized, permitted, or required under the Plan and is in accordance with the Fund Sponsors' contractual obligations is final and binding upon the University, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the University, subject to section 8.2.

8.4 Indemnification

In addition to whatever rights of indemnification the members of the Board, or any other person or persons (other than the Fund Sponsors) to whom any power, authority, or responsibility of the University is delegated in accordance with section 8.2, may be entitled under the articles of incorporation, regulations, or by-laws of the University, under any provision of law, or under any other agreement, the University will satisfy any liability actually and reasonably incurred by any member or other person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement, in connection with any threatened, pending, or completed action, suit, or proceeding that is related to the exercise or failure to exercise by the member or other person or persons of any of the power, authority, responsibilities, or discretion of the University as provided under the Plan, or reasonably believed by the member or other person or persons to be provided thereunder, or any action taken by the member or other person or persons.

ARTICLE IX - AMENDMENT AND TERMINATION

9.1 Amendment and Termination

While it is expected that this Plan will continue indefinitely, the University reserves the right at any time to amend, otherwise modify, or terminate the Plan, or to discontinue any further Plan Contributions or payments under the Plan, by resolution of its Board. In the event of a termination of the Plan or discontinuance of contributions, the University will notify all Participants of the termination or discontinuance.

9.2 Limitation

Notwithstanding the provisions of section 9.1, the following conditions and limitations apply:

(a) No amendment will be made that will operate to recapture for a Participant any contributions previously made under this Plan; *provided*, however, that Plan Contributions that were made based on a mistake of fact may be returned to the Participant within one year of the date on which the contribution was made; and

(b) No amendment may deprive, take away, or alter any then accrued right of any Participant insofar as Plan Contributions previously made under the Plan are concerned.

ARTICLE X - MISCELLANEOUS

10.1 Plan Non-Contractual

Nothing contained in this Plan may be construed as a commitment or agreement on the part of any person to continue his or her employment with the University, and nothing contained in this Plan may be construed as a commitment on the part of the University to continue the employment or the rate of Compensation of any person for any period; and all employees of the University will remain subject to discharge to the same extent as if the Plan had never been put into effect.

10.2 Claims of Other Persons

The provisions of the Plan may in no event be construed as giving any Participant or any other person, firm, or corporation any legal or equitable right as against the University, its officers, employees, or directors, except the rights specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

10.3. Merger, Consolidation, or Transfers of Plan Assets

The Plan may not be merged or consolidated with any other plan, unless, immediately after a merger or consolidation, each Participant would receive a benefit under the plan that is at least equal to the benefit he or she would have received immediately prior to a merger or consolidation (assuming in each instance that the Plan had then terminated).

10.4 Finality of Determination

Subject to section 8.2, all determinations with respect to the crediting of Years of Service under the Plan are made on the basis of the records of the University, and all determinations made are final and conclusive upon employees, former employees, and all other persons claiming a benefit interest under the Plan. There will be no duplication of Years of Service credited to an employee for any one period of his or her employment.

10.5 Contracts: Incorporation by Reference

The terms of the contracts between the Fund Sponsors and the University and the Participants and any certificates issued to a Participant in accordance with the provisions of section 4.1 are a part of the Plan as if fully set forth in the Plan document, and the provisions of each are incorporated by reference into the Plan. If there is any inconsistency or ambiguity between the terms of the Plan and the terms of the contracts and certificates, then the terms of the contracts and certificates will control.

ARTICLE XI - DEFINITIONS

The words and phrases defined in this Article have the following meanings throughout this Plan document.

“Accumulation Account” means the separate account(s) established for each Participant. The current value of a Participant’s Accumulation Account includes all Participant Plan Contributions, less expense charges, adjusted to reflect credited investment experience.

“Annual Additions” means the sum of the Participant Plan Contributions credited to a Participant’s Accumulation Account for the taxable year.

“Beneficiary” means the individual, institution, trustee, or estate designated by the Participant to receive the Participant’s benefits at his or her death.

“Board” means the University’s Board of Trustees.

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

“Compensation” means the amount of remuneration received by a Participant that is includible in gross income for the most recent period (ending not later than the close of the taxable year) that may be counted as a Year of Service under Code section 403(b)(4).

“Date of Employment or Reemployment” means the first day upon which an employee completes an Hour of Service for performance of duties during the employee’s most recent period of service with the University.

“ERISA” means the federal Employee Retirement Income Security Act of 1974, as amended.

“Elective Deferrals” means any employer contributions made to the Plan at the election of the Participant instead of cash compensation. This includes any employer contributions made on behalf of a Participant under Code section 403(b) in accordance with a salary reduction agreement and any contributions made on behalf of a Participant in accordance with an election to defer compensation under any section 401(k), SEP, section 457, or section 403(b) plan.

“Eligible Employee” means any employee who is employed by the University. However, an employee who is customarily employed on a part-time, temporary, or irregular basis for fewer than 20 hours per week is an Eligible Employee only when credited with a Year of Service. An Eligible Employee does not include a person whose employment is incidental to his or her educational program. An Eligible Employee will not include any leased employee deemed to be an employee of the University as provided in Code subsections 414(n) or (o).

“Excess Elective Deferrals” means those Elective Deferrals that are includible in a Participant’s gross income under Code section 402(g) to the extent the Participant’s Elective Deferrals for a taxable year exceed the dollar limitation thereunder.

“Fund Sponsor” means an insurance, variable annuity, mutual fund, or retirement company that provides Funding Vehicles available to Participants under the Plan.

“Funding Vehicles” means the financial instruments issued for the purpose of funding accrued benefits under this Plan and specifically approved by the University for use under this Plan in Article IV of this Plan document.

“Hours of Service”

(a) Hours of Service generally include the following: (i) each hour for which an employee is paid, or entitled to payment, for the performance of duties for the University; (ii) not more than 501 hours for any single, continuous period during which the employee performs no duties but is directly or indirectly paid, or entitled to payment, by the University (regardless of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; and (iii) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the University,

without duplication of hours provided above, and subject to the 501-hour restriction for periods described in clause (ii) above. However, any period for which a payment is made or due under a plan maintained solely for the purpose of complying with workers' compensation or unemployment compensation or disability insurance laws or solely to reimburse the employee for medical or medically related expenses is excluded. An employee is "directly or indirectly paid, or entitled to payment, by the University" regardless of whether payment is made by, or due from, the University directly or made indirectly through a trust fund, insurer, or other entity to which the University contributes or pays premiums.

(b) Hours of Service will be credited for employment with other members of an affiliated service group (under Code section 414(m)), or a controlled group of trades or businesses under common control (under Code section 414(c)), of which the University is a member, and any other entity required to be aggregated with the University in accordance with Code section 414(o) and the regulations promulgated thereunder. Hours of Service will also be credited for any individual considered an employee for purposes of this Plan under Code section 414(n) or 414(o) and the regulations promulgated thereunder.

(c) Hours of Service will be credited in accordance with U. S. Department of Labor Regulations subsections 2530.200b-2(b) and (c).

"Participant" means any Eligible Employee of the University participating in this Plan in the manner provided in Article II.

"Participant Plan Contributions" means contributions made by a Participant under this Plan.

"Plan" means the Amberton University Tax-Deferred Savings Plan.

"Plan Contributions" means contributions by the Participant in accordance with the provisions of section 3.1.

"Plan Year" means January 1 through December 31.

"Regular Salary" means the amount paid by the University to a Participant that is required to be reported as wages on the Participant's Form W-2, and will also include Compensation that is not currently includible in the Participant's gross income by reason of the application of Code section 125 or 403(b) through a salary reduction agreement. In no event will the Regular Salary taken into account under the Plan exceed the limits of Code section 401(a)(17). In determining the Regular Salary of a Participant for purposes of the limit under section 401(a)(17), the rules of Code section 414(q)(6) will apply except that in applying such rules, the term

“family” will include only the Participant’s spouse and lineal descendants of the Participant who have not attained age 19 before the close of the calendar year.

“University” means Amberton University.

A *“Year of Participation”* is any Year of Service after participation in the Plan begins and during which Participant Plan Contributions are made.

A *“Year of Service”* means a 12-month period starting with the Eligible Employee’s Date of Employment (or anniversary Date of Employment) during which the Eligible Employee completes 1,000 or more Hours of Service.

The undersigned hereby adopts this Amberton University Tax-Deferred Savings Plan, as amended and restated, effective as of January 1, 2009.

Dated: June ____, 2009.

AMBERTON UNIVERSITY,
a Texas nonprofit corporation

By: _____
Melinda H. Reagan, its President