

403(b) PLAN ADOPTION AGREEMENT FOR
DCCCA, INC. 403(B) PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document, any Funding Vehicle Documentation, and any attached agreements, appendices or addenda, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* The Employer makes the following elections granted under the corresponding provisions of the basic plan document. *Note: The IRS does not have an approval program for 403(b) documents.*

1. EMPLOYER: IDENTIFICATION

Name: DCCCA, Inc.
Address: 3312 Clinton Parkway, Lawrence, Kansas 66047
EIN: 23-7368880
Type of entity: Code Section 501(c)(3) organization
Name of Plan: DCCCA, Inc. 403(b) Plan
Plan number: 001

2. TYPE OF 403(b) PLAN (1.66). This Plan is a Custodial Account Plan invested in mutual funds under Code §403(b)(7).
3. ERISA PLAN (1.32). ERISA applies to this Plan.
4. PLAN/LIMITATION YEAR (1.52, 1.44). Plan Year and Limitation Year mean the 12-month consecutive month period ending every December 31.
5. EFFECTIVE DATE (1.21). This is a restated plan. The original Effective Date of the Plan was January 1, 1997. The Effective Date of this restatement is January 1, 2009.
6. CONTRIBUTION TYPES (1.13). The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan:
 - Pre-Tax Deferrals
 - Matching
 - Nonelective
7. EXCLUDED EMPLOYEES (1.34). There are no Excluded Employees. All employees are Eligible Employees.
8. COMPENSATION (1.12). The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions: Code Section 3401 federal income tax withholding wages increased by Elective Deferrals.
9. PLAN YEAR/PARTICIPATING/POST-SEVERANCE/DEEMED INCLUDIBLE COMPENSATION (1.12(I), (J), (K) AND (N)). Compensation under Election 8 includes only Participating Compensation. Participating Compensation includes Post-Severance Compensation for all purposes.
10. EXCLUDED COMPENSATION (1.12(H)). The following exception(s) apply to Compensation under Elections 8 and 9 for all purposes:
 - The Plan does not take into account bonuses, noncash compensation and Long Term Disability payments.
11. HOURS OF SERVICE (1.40). The Plan credits Hours of Service using the Actual Method for all purposes.
12. PREDECESSOR EMPLOYER (1.63). No elective Predecessor Employer Service crediting applies under the Plan.
13. ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A)). An Employee (other than an Excluded Employee) becomes a Participant in the Elective Deferral portion of the Plan on his/her first day of employment with the Employer. [Note: Elections 14-17 do not apply to Elective Deferrals.]
14. ELIGIBILITY/MATCHING AND NONELECTIVE CONTRIBUTIONS (2.01(B)). To become a Participant in the Nonelective Contribution portion, or in the Matching Contributions portion of the Plan, an Employee must satisfy the following eligibility condition(s). [Note: For this Election 14, unless described otherwise, or the context otherwise requires, Matching includes all Matching Contribution and

Employee Contributions; and Nonelective includes all Nonelective Contributions (except Operational QNECs). This Election does not apply to Safe Harbor Contributions, but see Election 24. If the Plan is subject to ERISA, eligibility conditions must comply with ERISA §202, which is similar to Code §410(a).]

- Attainment of age 21 for purposes of all contributions except Elective Deferrals.
- One Year of Service for purposes of all contributions except Elective Deferrals.

15. YEAR OF SERVICE – ELIGIBILITY (2.02(A)). An Employee must complete 1,000 Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article II. After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as the Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.

16. ENTRY DATE (2.02(D)). The Entry Date means the Effective Date and the following. For this Election 16, unless described otherwise, Matching includes all Matching Contributions and Employee Contributions, and Nonelective includes all Nonelective Contributions (except Operational QNECs).

- The first day of the first month and of the seventh month of the Plan Year for purposes of Matching Contributions and Nonelective Contributions.

17. PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)). An Employee after satisfying the eligibility conditions in Election 14 will become a Participant (unless an Excluded Employee under Election 7) on the Entry Date (if employed on that date) determined below. For this Election 17, unless described otherwise, Matching includes all Matching Contributions and Employee Contributions; and Nonelective includes all Nonelective Contributions, (except Operational QNECs). The Entry Date is:

- For purposes of Matching Contributions and Nonelective Contributions, the Entry Date immediately following or coincident with the date the Employee satisfies the eligibility conditions.

18. SALARY REDUCTION AGREEMENT (1.61). A Participant may make an election to defer his/her Compensation and have it contributed to the Plan. The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement. The Salary Reduction Agreement also may specify a maximum or minimum deferral limit and other conditions.

19. AUTOMATIC DEFERRALS (3.02(B)). The automatic deferral provisions of Section 3.02(B) do not apply.

20. QACA AUTOMATIC DEFERRALS (3.04(J)). The QACA provisions of Section 3.04(J) do not apply.

21. CATCH-UP DEFERRALS (3.02(D) and (E)). A Participant otherwise eligible to do so may make the following Catch-Up Deferrals to the Plan: Age 50 Catch-Up and Qualified Organization Catch-Up.

22. MATCHING CONTRIBUTIONS (EXCLUDING SAFE HARBOR MATCH AND ADDITIONAL MATCH UNDER SECTION 3.04) (3.03(A)). The Employer Matching Contributions are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by his/her Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. Any Matching Contributions apply to Pre-Tax Deferrals and to Roth Deferrals unless described otherwise below.

The Employer may contribute a discretionary matching contribution subject to section 1.45(B).

23. MATCHING CATCH-UP DEFERRALS (3.03(B)). All Matching Contributions will apply to Age 50 Catch-up Deferrals.

24. SAFE HARBOR CONTRIBUTIONS/ADDITIONAL MATCHING CONTRIBUTIONS (3.04). Reserved.

25. NONELECTIVE CONTRIBUTIONS (AMOUNT/TYPE) (3.05(A)). The Employer will or may make the following Nonelective Contribution(s).

- **Discretionary**. An amount the Employer in its sole discretion may determine.

26. NONELECTIVE CONTRIBUTION ALLOCATION (3.05(B)). The Plan Administrator will allocate to each Participant any Nonelective Contribution (excluding QNECs and Safe Harbor Contributions) under the following contribution allocation formula:

- **Pro rata**. As a uniform percentage of Compensation.

27. ALLOCATION CONDITIONS (3.06(B)). The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Employee Contributions; (4) Additional Matching Contributions; or (5) Rollover Contributions. To receive an

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allocation of Matching Contributions, Nonelective Contributions (including QNECs except as described otherwise below and except as provided in Section 3.06(A)), or Participant forfeitures, a Participant must satisfy the following allocation condition(s):

- **Last day of the Plan Year** applies to Matching and Nonelective Contributions.
- **1,000 Hours of Service** (182 consecutive days if Elapsed Time) in the Plan Year applies to Matching and Nonelective Contributions.

28. **ALLOCATION CONDITIONS – APPLICATION/WAIVER/SUSPENSION (3.06(D)/(F))**. Reserved. Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 27 allocation conditions to the specified contributions/forfeitures as follows. [Note: For this Election 28, except as the Employer describes otherwise in Election 27(e) or as provided in Sections 3.05(C)(1) regarding Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.] If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.

29. **FORFEITURE ALLOCATION METHOD (3.07(A))**. The Plan Administrator will allocate a Participant forfeiture attributable to Nonelective Contributions or to Matching Contributions as follows: Apply all forfeitures to fixed Nonelective Contribution (including as a Safe Harbor Nonelective Contribution).

30. **FORFEITURE ALLOCATION TIMING (3.07(B))**. Once a forfeiture occurs, this Election 30 determines the timing of the forfeiture allocation. The Plan Administrator will allocate all forfeitures in the same Plan Year in which the forfeitures occur.

31. **EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.10)**. Reserved.

32. **ANNUAL TESTING ELECTIONS (4.05(B))**. The Employer makes the following Plan specific annual testing elections under Section 4.05(B). These elections are effective for the Plan Years indicated and remain in effect until the Employer amends the Plan. The top-paid group election does not apply. The calendar year data election for fiscal year plans does not apply. The ACP test applies using the prior year testing method.

33. **NORMAL RETIREMENT AGE (5.01)**. A Participant attains Normal Retirement Age under the Plan on the date the Participant attains age 65 (which may not exceed age 65).

34. **ACCELERATION ON DEATH OR DISABILITY (5.02)**. Under Section 5.02, if a Participant incurs a Severance from Employment as a result of death or Disability apply 100% vesting.

35. **VESTING SCHEDULE (5.03)**. A Participant has a 100% Vested interest at all times in his/her Accounts attributable to Elective Deferrals, QNECs, Employee Contributions, Safe Harbor Contributions (other than QACA Safe Harbor Contributions), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions, except as otherwise provided.

- 6-year graded applies to all contributions.

36. **YEAR OF SERVICE - VESTING (5.05)**. An Employee must complete at least 1,000 Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article V. The Plan measures a Year of Service based on the Plan Year.

37. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C))**. The Plan does not exclude any Years of Service for purposes of vesting other than as specified in Section 5.05(C)(1).

38. **INDIVIDUAL/GROUP ACCOUNTS (6.01)**. The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any group Accounts, Elections 39-44 apply. As to any individual Accounts, a Participant will make distribution elections as provided in the Plan's distribution forms and consistent with the requirements of Article VI.

39. **MANDATORY DISTRIBUTION (6.01(F))**. The Plan will make a Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment. The Mandatory Distribution maximum amount is equal to \$5,000 (may not exceed \$5,000). In applying the Mandatory Distribution dollar limit in this Election 39, the Plan disregards Rollover Contributions.

40. **SEVERANCE DISTRIBUTION TIMING (6.01(B))**. A Participant is entitled to a distribution following Severance from Employment as soon as administratively practicable immediately following Severance from Employment.

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43. DISTRIBUTION PRIOR TO SEVERANCE/EVENTS (6.01(D)). A Participant, prior to Severance from Employment may elect any of the following distribution options in accordance with Section 6.01(D). (Note: If the Employer elects any in-service distribution option, a Participant may elect to receive one in-service distribution per Plan Year unless the Plan's in-service distribution form provides for more frequent in-service distributions. References to Deferrals include all Elective Deferrals. References to Annuities are to 403(b)(1) annuities other than Elective Deferral Accounts. References to Funds are to custodial accounts other than Elective Deferral Accounts. References to RIAs are to Retirement Income Accounts other than Elective Deferral Accounts.)

- Age 60 is available for:
 - Deferrals
 - Funds
- Hardship (safe harbor) is available for:
 - Deferrals

44. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)). The following additional conditions apply to an In-Service Distribution under Election 43. A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account. A Participant's right to In-Service Distributions is subject to the following condition(s): A Participant must complete at least 10 Years of Service for any distribution prior to a severance from employment except for a hardship distributions.

45. EACA PERMISSIBLE WITHDRAWALS (6.01(D)(7)). Reserved.

46. ALLOCATION OF EARNINGS (7.04(B)(4)). The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, the Plan allocates Earnings using the following method:

- The Daily method applies to all contributions.

47. VALUATION DATES (7.04(B)(2)). The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, in addition to the last day of the Plan Year, the Vendor must value the Funding Vehicle on the following Valuation Date(s):

- With respect to all contributions, use daily valuation dates. Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Vendor is conducting business.

Plan Execution

Name of Employer: DCCCA, Inc.

Name of Custodian/Insurance Company: The Commerce Trust

Company _____

Date: 1-26-09

Date: 6-15-09

Signed: Cindy Murray

Signed: Bryan J. Smith

CINDY MURRAY BOARD SECRETARY
[print representative name/title]

BRYAN J. SMITH
SENIOR VICE PRESIDENT
COMMERCE BANK, N.A.
[print representative name/title]
Vendor signature is optional



June 17, 2009

Ms. Kerye Jackson
DCCCA, Inc.
3312 Clinton Parkway
Lawrence, KS 66047

Re: DCCCA, Inc. 403(b) Plan

Dear Kerye:

Enclosed please find a fully executed copy of the Execution Page from your recently restated Plan Document. Commerce Bank has signed off as Trustee of the Plan.

If you have any questions, please feel free to give us a call.

Sincerely,

A handwritten signature in cursive script that reads "Pam Willard".

Pam Willard
Compliance Administrator

Enclosure

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41. **DISTRIBUTION METHOD (6.03).** A Participant who has incurred a Severance from Employment and who will receive a distribution other than a Mandatory Distribution may elect distribution under one of the following method(s) of distribution described in Section 6.03:

- **Lump sum.**

42. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04).** The joint and survivor annuity distribution requirements of Section 6.04 do not apply to an Exempt Participant as described in Section 6.04(G).

43. **DISTRIBUTION PRIOR TO SEVERANCE/EVENTS (6.01(D)).** A Participant, prior to Severance from Employment may elect any of the following distribution options in accordance with Section 6.01(D). (Note: If the Employer elects any in-service distribution option, a Participant may elect to receive one in-service distribution per Plan Year unless the Plan's in-service distribution form provides for more frequent in-service distributions. References to Deferrals include all Elective Deferrals. References to Annuities are to 403(b)(1) annuities other than Elective Deferral Accounts. References to Funds are to custodial accounts other than Elective Deferral Accounts. References to RIAs are to Retirement Income Accounts other than Elective Deferral Accounts.)

- **Age 60 is available for:**
 - Deferrals
 - Funds
- **Hardship (safe harbor) is available for:**
 - Deferrals

44. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)).** The following additional conditions apply to an In-Service Distribution under Election 43. A Participant may not receive any In-Service Distribution unless the Participant is 100% Vested in the distributing Account. A Participant's right to In-Service Distributions is subject to the following condition(s): A Participant must complete at least 10 Years of Service for any distribution prior to a severance from employment except for a hardship distributions.

45. **EACA PERMISSIBLE WITHDRAWALS (6.01(D)(7)).** Reserved.

46. **ALLOCATION OF EARNINGS (7.04(B)(4)).** The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, the Plan allocates Earnings using the following method:

- The **Daily** method applies to all contributions.

47. **VALUATION DATES (7.04(B)(2)).** The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, in addition to the last day of the Plan Year, the Vendor must value the Funding Vehicle on the following Valuation Date(s):

- With respect to all contributions, use daily valuation dates. Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Vendor is conducting business.

Plan Execution

Name of Employer: DCCCA, Inc.

Name of Custodian/Insurance Company: The Commerce Trust

Company

Date: _____

Date: _____

Signed: _____

Signed: _____

[print representative name/title]

[print representative name/title]

Vendor signature is optional

PARTICIPATION AGREEMENT

Check here if not applicable and do *not* complete the balance of this page.

The undersigned Related Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement. *The Participating Employer also hereby consents to the signatory Employer's sole authority to amend, to restate or to terminate the Plan or to terminate the Participating Employer's participation in the Plan, in accordance with Section 1.27.*

50. PARTICIPATION EFFECTIVE DATE. The Participating Employer's adoption of this Plan is effective as of: _____.

51. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES: _____.

Name of Participating Employer: _____

Date: _____

Signed: _____

[print representative name/title]

Acceptance by the Signatory Employer.

Name of Signatory Employer: _____

Date: _____

Signed: _____

[print representative name/title]

[Note: Each Participating Employer must execute a separate Participation Agreement.]

APPENDIX A

52. FUNDING VEHICLES (8.01). The Employer will make contributions (including deferrals) to the following Vendors:

[Note: The Employer may add or delete vendors from this list without the need of a Plan amendment.]

1. DCCCA, Inc. 403(b) Plan
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____