

**SUPPLEMENTAL RETIREMENT INCOME PLAN
OF NORTH CAROLINA**

**Effective January 1, 1985
As Amended and Restated Effective January 1, 2007, including Amendments
through July 1, 2012**

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ARTICLE 1. DEFINITIONS

- 1.01 **“Accounts”** means the Deferred Account, the Employer Account, effective as of June 1, 2006, the Roth Account, the Rollover Account and the Transfer Account.

- 1.02 **“Administrator”** means the administrator as provided for in Section 10.01.

- 1.03 **“Annual Dollar Limit”** means the annual dollar limit set forth in Section 401(a)(17)(A) of the Code, as adjusted from time to time for cost of living in accordance with Section 401(a)(17)(B) of the Code.

- 1.04 **“Annuity Starting Date”** means the first day of the first period for which an amount is paid following a Member’s retirement or other termination of employment.

- 1.05 **“Beneficiary”** means any person or persons named by a Member by written designation filed with the Administrator to receive benefits payable in the event of the Member’s death. If no such designation is in effect at the time of death of the Member, or if no person or persons so designated shall survive the Member, the Beneficiary shall be the estate of the Member.

- 1.06 **“Board”** means the Supplemental Retirement Board of Trustees as established under the provisions of G.S. 135-96.

- 1.07 **“Catch-Up Contributions”** means, effective January 1, 2002, Tax-Deferred Contributions made to the Plan pursuant to Section 3.01(e), which constitute Catch-Up Contributions under Section 414(v) of the Code. The determination of whether any contribution constitutes a Catch-Up Contribution for a Plan Year shall be determined as of the end of such Plan Year, in accordance with Section 414(v) of the Code and the regulations thereunder.

PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN

**This Plan Document is to be used in conjunction with the
Prudential Retirement
Specimen Governmental 457(b) Adoption Agreement**

**This Plan Document is not to be used for
a tax exempt organization 457(b) plan.**

**This document has not been amended to reflect specific provisions of applicable
state law. Each adopting entity should review its local and state law requirements
before either adopting this Prudential Retirement Specimen Governmental 457(b)
Plan or
executing its Adoption Agreement.**

*Prudential and its affiliates do not provide tax or legal advice. This specimen document
is for the use of the Employer's tax or legal advisors.*

Article II Definitions

For purposes of the Plan and the Adoption Agreement, the following terms shall have the meanings set forth below.

Section 2.1 Account

The bookkeeping account maintained for each Participant that reflects the cumulative amount of the Participant's Deferred Compensation. Each Participant's Account shall be adjusted to reflect any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and shall also be adjusted to reflect any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

Section 2.2 Adoption Agreement

The document executed by the Employer and, if applicable, the Trustee and countersigned by Prudential by which the Employer adopts this Plan and wherein the Employer selects from the options contained therein certain provisions relating to the operation of the Plan. The Adoption Agreement shall be incorporated into and form an integral part of the Plan.

Section 2.3 Automatic Distribution Date

"Automatic Distribution Date" means April 1 of the calendar year after the Plan Year of the Participant's Severance Event or any other date permitted under Code section 457(d) and any Treasury Regulations promulgated thereunder as set forth in the Adoption Agreement.

Section 2.4 Beneficiary

The person or persons designated by the Participant who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares (per capita) of the benefits payable at the Participant's death, unless otherwise provided by the Participant. If no beneficiary is designated, or if the designated Beneficiary predeceases the Participant, then the estate of the Participant shall be the Beneficiary unless otherwise selected in the Adoption Agreement.

Section 2.5 Catch-Up Dollar Limitation