

**FARM CREDIT FOUNDATIONS
EMPLOYER PROVIDED
WELFARE BENEFITS PLAN**

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**FARM CREDIT FOUNDATIONS
EMPLOYER PROVIDED WELFARE BENEFITS PLAN**

PREAMBLE

The Farm Credit Foundations Employer Provided Welfare Benefits Plan (“Employer Provided Welfare Benefits Plan”) is sponsored and maintained by AgriBank, FCB (“AgriBank”) and by U.S. AgBank, FCB (“U.S. AgBank”) for the benefit of the eligible employees of each Bank, their affiliated associations, Northwest Farm Credit Services, and other employers within the federal Farm Credit System who are parties to the Farm Credit System Administrative Agreement Regarding Employee Benefit Plans (“Administrative Agreement”).

Participation in this Employer Provided Welfare Benefits Plan is limited to employers who are members of the federal Farm Credit System. The Farm Credit System is defined in the Farm Credit Act of 1971, as amended (12 U.S.C. § 2001 et seq.), to include “the Farm Credit Banks, the Federal land bank associations, the production credit associations, the banks for cooperatives, and such other institutions as may be made a part of the System, all of which shall be chartered by, and subject to, regulation by the Farm Credit Administration.” 12 U.S.C. § 2002(a).

Under the provisions of the Farm Credit Act of 1971, AgriBank and U.S. AgBank are defined and declared to be “instrumentalities of the United States.” 12 U.S.C. § 2011(a). Those participating employers that are Production Credit Associations and/or Federal Land Bank Associations are also defined and declared by statute to be “federally chartered instrumentalities of the United States.” 12 U.S.C. § 2071(a); 12 U.S.C. § 2091(a). Those participating employers that are Agricultural Credit Associations and Federal Land Credit Associations are defined and declared to be “instrumentalities of the United States” in the charters issued to them by the Farm Credit Administration.

For this reason, the Plan is intended to be a “governmental plan” as that term is defined in Code § 414(d). As a “governmental plan,” the Plan is not subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”). Because of the close relationship that exists between the employers in the Plan under the provisions of the Farm Credit Act and the terms of their respective charters and because of their status as “instrumentalities of the United States,” the Employer Provided Welfare Benefits Plan, consistent with prior historical practice, is designed and intended to be a single employer plan.

ARTICLE I
PURPOSE AND LEGAL STATUS OF THE
EMPLOYER PROVIDED WELFARE BENEFITS PLAN

Section 1.01 Purpose of Employer Provided Welfare Benefits Plan. The purpose of this Employer Provided Welfare Benefits Plan is to provide certain employer provided welfare benefits to Eligible Employees of the Employer.

Section 1.02 Exclusive Benefit. It is intended that the Employer Provided Welfare Benefits Plan terms, including those related to coverage and benefits, be legally enforceable and that this Employer Provided Welfare Benefits Plan be maintained for the exclusive benefit of Employees and their covered Dependents.

Section 1.03 Single Employer Plan Status. In light of this Employer Provided Welfare Benefits Plan's status as a "governmental plan," it is the intent of the Employer that this Employer Provided Welfare Benefits Plan be considered to be a single employer plan.

Section 1.04 Effect on Prior Plans. Prior to January 1, 2007, AgriBank, its affiliated associations, U.S. AgBank and its affiliated associations, Northwest Farm Credit Services, and other employers within the federal Farm Credit System who are parties to the Administrative Agreement maintained certain employer provided welfare benefits plans on a separate basis. Pursuant to the Administrative Agreement, effective January 1, 2007, these Farm Credit System employers have agreed to consolidate certain employee benefit plans previously sponsored separately. Effective January 1, 2007, this Employer Provided Welfare Benefits Plan amends and restates the Employer Provided Welfare Benefits listed in Section 2.06 that were previously sponsored by these Farm Credit System employers. As part of this amendment and restatement, the name of the Employer Provided Welfare Benefits Plan is changed to the Farm Credit Foundations Employer Provided Welfare Benefits Plan.

Section 1.05 Effective Date. The effective date of this Employer Provided Welfare Benefits Plan as amended and restated is January 1, 2007; provided, however, that if this Employer Provided Welfare Benefits Plan is subsequently amended, such new or amended provisions shall be effective on a later date as provided in the Plan Sponsor Committee minutes adopting such new or amended provisions.

ARTICLE II DEFINITIONS

Section 2.01 “**Claims Administrator**” means the company or companies (if any) which are set forth in Article V of this Employer Provided Welfare Benefits Plan and which have been retained, on an insured or contract administration basis, to make determinations to grant or deny claims for benefits under an Employer Provided Welfare Benefit.

Section 2.02 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

Section 2.03 “**Eligible Employee**” means a Regular Full-Time Employee or a Regular Part-Time Employee, subject, however, to all of the following:

- (A) **Status During Leaves of Absence.** An Employee’s status as an Eligible Employee shall be deemed to continue during any paid leave of absence approved by the Employer not to exceed six (6) months or during an unpaid leave of absence approved by the Employer not to exceed six (6) months. However, for purposes of participation in the Farm Credit Foundations Business Travel Accident Plan, an Employee’s status as an Eligible Employee shall cease on the last day of the pay period coincident with or next following the last day active employment.
 - (1) Leave of Absence Greater Than Six Months. If a leave of absence exceeds six months, the individual on leave will no longer be an Eligible Employee for purposes of participation in this Employer Provided Welfare Benefits Plan. Such individual, however, may be able to continue coverage of an Employer Provided Welfare Benefit directly with the Insurance Company in accordance with the terms and conditions of the Insured Benefit.
 - (2) Special Rule for Farm Credit Foundations Group LTD Plan. An Employee’s status as an Eligible Employee shall continue for up to two (2) years from the date the Employee becomes disabled pursuant to the terms of the Farm Credit Foundations Group LTD Plan and begins receiving benefits under such Group LTD Plan. In addition, any Employee who was receiving benefits under the Group LTD Plan prior to January 1, 2007 shall continue to be an Eligible Employee until he/she attains age sixty-five (65) or, if earlier, until he/she is either deceased or no longer disabled.
- (B) **Additional Eligibility Requirements for Certain Benefits.** The Employer Provided Welfare Benefits Plans may have additional eligibility requirements. Such additional requirements, if any, are set forth separately in this Employer Provided Welfare Benefits Plan document.

Section 2.04 “**Employee**” means an individual employed by the Employer as a common law employee, excluding all of the following, except that Temporary Employees are Employees for purposes of participating in the Farm Credit Foundations Business Travel Accident Plan:

- (A) **Temporary Employees.** A Temporary Employee is a person who is employed on a temporary or contract basis to meet unusual workloads or demands or to fill in while a regular Employee is on extended, sick, or annual leave;
- (B) **Leased Employees.** A Leased Employee is a person classified by the Employer on its payroll records as “leased employees” as that term is used in Code § 414(n); and
- (C) **Part-Time Without Benefits Employees.** A “Part-Time Without Benefits Employee” is an Employee who is regularly scheduled to work less than twenty (20) hours per week.

Section 2.05 “**Employer**” means AgriBank, FCB, U.S. AgBank, FCB, Northwest Farm Credit Services, and each employer within the federal Farm Credit System who, with the permission of the Farm Credit Foundations Plan Sponsor Committee, has executed a Participation Agreement for this Employer Provided Welfare Benefits Plan and the Participation Agreement remains in effect. Pursuant to the terms of the Administrative Agreement, the Farm Credit Foundations Plan Sponsor Committee is responsible for handling all settlor functions on behalf of the Employer under this Employer Provided Welfare Benefits Plan.

Section 2.06 “**Employer Provided Welfare Benefit**” means any of the following benefits:

- (A) Farm Credit Foundations Basic Life Insurance Plan;
- (B) Farm Credit Foundations Basic AD&D Insurance Plan;
- (C) Farm Credit Foundations Group LTD Plan; and
- (D) Farm Credit Foundations Business Travel Accident Plan.

Section 2.07 “**Employer Provided Welfare Benefits Plan**” means the Farm Credit Foundations Employer Provided Welfare Benefits Plan.

Section 2.08 “**Insurance Company**” or “**Insurance Companies,**” collectively, means any insurance carrier which provides insurance and has the responsibility for providing and making benefit payments for any of the Employer Provided Welfare Benefits.

Section 2.09 “**Insured Benefit**” is an Employer Provided Welfare Benefit which is provided through a contract between the Farm Credit Foundations Plan Sponsor Committee and an Insurance Company.

Section 2.10 “Participant” means an Eligible Employee who has entered the Employer Provided Welfare Benefits Plan pursuant to Section 3.01 and whose participation in the Employer Provided Welfare Benefits Plan has not been terminated pursuant to Section 3.02.

Section 2.11 “Plan Administrator” means the Farm Credit Foundations Trust Committee. The Farm Credit Foundations Trust Committee may designate from time to time one or more individuals or other persons to carry out various administrative and other duties with respect to this Employer Provided Welfare Benefits Plan in a manner consistent with the terms of this Employer Provided Welfare Benefits Plan.

Section 2.12 “Plan Year” means the fiscal year of this Employer Provided Welfare Benefits Plan, the twelve (12) consecutive month period beginning every January 1 and ending the subsequent December 31.

Section 2.13 “Regular Full-Time Employee” means an Employee who is regularly scheduled to work at least thirty-two (32) hours per week. Such status may be deemed to continue during any paid or unpaid leave of absence approved by the Employer or during any leave taken in accordance with the Family and Medical Leave Act of 1993 (“FMLA”).

Section 2.14 “Regular Part-Time Employee” means an Employee who is regularly scheduled to work at least twenty (20) hours per week, but not ordinarily equaling or exceeding thirty-two (32) hours per week. Such status may be deemed to continue during any paid or unpaid leave of absence approved by the Employer or during any leave taken in accordance with FMLA.

Section 2.15 “Severance Period” means the period of time following an Employee’s termination of employment during which the Employee continues to receive compensation from the Employer pursuant to a plan or policy of the Employer providing such compensation to Employees whose employment has been involuntarily terminated.

**ARTICLE III
ELIGIBILITY AND PARTICIPATION**

Section 3.01 Eligibility to Participate. An Eligible Employee becomes a Participant in the Employer Provided Welfare Benefits Plan on the first day of the pay period coincident with or next following his/her date of hire; provided that an Eligible Employee's coverage will be delayed until the date he/she returns to work if he/she is absent from work due to sickness, injury, or a temporary leave of absence on the date coverage would otherwise have been effective.

- (A) **Transferees.** An Employee directly transferring from another Farm Credit System Employer will become a Participant in the Employer Provided Welfare Benefits Plan on the first day of the pay period coincident with or next following his/her date of hire.
- (B) **Rehired Participants.** If a Participant terminates employment, is later rehired, and becomes an Eligible Employee after being rehired, the former Participant will again become a Participant in the Employer Provided Welfare Benefits Plan pursuant to the provisions of this Section 3.01.
- (C) **Employees of Affiliating Employers.** In the case of any Employee of a Farm Credit System Employer that affiliates with AgriBank or U.S. AgBank and becomes an Employer under this Employer Provided Welfare Benefits Plan in accordance with Section 2.05 of this Employer Provided Welfare Benefits Plan, such Employee will become a Participant as provided in the affiliation agreement entered into between AgriBank or U.S. AgBank and such Farm Credit System Employer.
- (D) **Employees Changing Classification Status.** An Employee whose classification status changes from a Part-Time Without Benefits Employee, as defined in Section 2.04(C), to a Regular Part-Time Employee or Regular Full-Time Employee will become a Participant in the Employer Provided Welfare Benefits Plan on the first day of the next pay period coincident with or next following the change in classification status.

Section 3.02 Termination of Participation. A Participant will cease participation in the Employer Provided Welfare Benefits Plan on the earliest of:

- (A) The date on which the Employer Provided Welfare Benefits Plan terminates;
- (B) The date on which the Participant ceases to be an Eligible Employee;
- (C) The date on which the Participant terminates employment with the Employer; or
- (D) The date on which the Employer's participation in the Administrative Agreement is terminated.

After the employment relationship has terminated, employment with the Employer will not include any period of time for which the Employer compensates the Employee but during which the Employee is not performing any services for the Employer. For this purpose, "period of time" includes, without limitation, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty.

Section 3.03 Cessation of Coverage of an Employer Provided Welfare Benefit. Unless otherwise provided in the Employer Provided Welfare Benefit, a Participant's coverage under an Employer Provided Welfare Benefit will cease on the earliest of the following:

- (A) The date on which participation in the Employer Provided Welfare Benefits Plan terminates under Section 3.02 of this Employer Provided Welfare Benefits Plan (however, such coverage may continue through the end of the month if specifically provided in the insurance policy of the underlying Employer Provided Welfare Benefit);
- (B) The date on which the Farm Credit Foundations Plan Sponsor Committee amends the Employer Provided Welfare Benefits Plan to eliminate the benefit; or
- (C) The end of a period for which a required Employer contribution was last paid by the Employer.

ARTICLE IV BENEFITS

Section 4.01 Employer Provided Welfare Benefits. The Employer may choose to provide selected benefits to its Eligible Employees. Except as otherwise expressly provided in the Employer Provided Welfare Benefits below, a Participant will cease to be a participant in such Employer Provided Welfare Benefits on the date he/she ceases to be an Eligible Employee. The following plans are Employer Provided Welfare Benefits:

- (A) **Farm Credit Foundations Basic Life Insurance Plan (“Basic Life Insurance Plan”).** The Employer shall provide insurance for basic life coverage through the Farm Credit Foundations Basic Life Insurance Plan. The terms and conditions of this Employer Provided Welfare Benefit are provided in Appendix A.
- (B) **Farm Credit Foundations Basic AD&D Insurance Plan (“Basic AD&D Insurance Plan”).** The Employer shall provide insurance for basic accident, death and dismemberment coverage through the Farm Credit Foundations Basic AD&D Insurance Plan. The terms and conditions of this Employer Provided Welfare Benefit are provided in Appendix B.
- (C) **Farm Credit Foundations Group LTD Plan (“Group LTD Plan”).** The Employer shall provide insurance for group long term disability coverage through the Farm Credit Foundations Group LTD Plan. The terms and conditions of this Employer Provided Welfare Benefit are provided in Appendix C.
- (D) **Farm Credit Foundations Business Travel Accident Plan (“Business Travel Accident Plan”).** The Employer shall provide insurance for business travel accident coverage through the Farm Credit Foundations Business Travel Accident Plan. The terms and conditions of this Employer Provided Welfare Benefit are provided in Appendix D.

ARTICLE V CLAIMS ADMINISTRATION

Section 5.01 Claims Administrator. The Claims Administrator for each Insured Benefit is the Insurance Company that is providing the underlying policy of insurance with respect to such Insured Benefit.

Section 5.02 Benefit Claims. If and to the extent the claims procedures provided by an Insurance Company for claims for an Insured Benefit are different from the claims procedures of this Article V, the claims procedures of the Insurance Company will control.

Section 5.03 Benefit Determinations. The Claims Administrator for each fully-insured Employer Provided Welfare Benefit is hereby delegated full discretionary authority to make all determinations as to the right of any person to Employer Provided Welfare Benefit under this Employer Provided Welfare Benefits Plan. All decisions of such Claims Administrators shall be final and binding.

Section 5.04 Denial of Claims. Unless otherwise provided in the claims procedures of the underlying Employer Provided Welfare Benefit, if a claim for benefits is denied in whole or part, the Claims Administrator shall, within a reasonable period of time, but no later than ninety (90) days after receipt of the claim and all necessary information related thereto, notify the claimant of the denial of the claim. Such notice of denial:

- (A) Shall be in writing;
- (B) Shall be written in a manner calculated to be understood by the claimant; and
- (C) Shall contain all of the following:
 - (1) The specific reason(s) for denial of the claim;
 - (2) A specific reference to the pertinent Employer Provided Welfare Benefits Plan provisions upon which the denial is based;
 - (3) A description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation why such material or information is necessary; and
 - (4) An explanation of this Employer Provided Welfare Benefits Plan's claim review procedure.

Section 5.05 Appeal of Claim Denial to Claims Administrator. Unless otherwise provided in the claims procedures of the underlying Employer Provided Welfare Benefit, upon denial of a claim in whole or in part, the claimant or the claimant's duly authorized representative shall have sixty (60) days within which to file with the Claims Administrator a written request for a review of such denial.

The claimant or the claimant's duly authorized representative shall, pending said review, be permitted at all reasonable hours to review the pertinent documents and also be entitled to submit issues and comments in writing.

The Claims Administrator shall as promptly as is practicable, ordinarily within sixty (60) days, except in special circumstances (such as circumstances necessitating a hearing), but in no case later than 120 days after receipt of the written request, review and determine the proper amount due for said claim. If the Claims Administrator determines that an additional amount is due, it shall pay any such amount. If the Claims Administrator determines that the claim is not meritorious, in whole or in part, the Claims Administrator shall notify the claimant. Such notice of denial shall be in writing, shall be written in a manner calculated to be understood by the claimant, and shall contain the specific reason(s) for denial of the claim and a specific reference to the pertinent Employer Provided Welfare Benefits Plan provisions upon which the denial is based.

Section 5.06 Litigation of Claim. Prior to initiating legal action concerning a claim for an Insured Benefit in any court, state or federal, against the Employer Provided Welfare Benefits Plan, the Employer, and/or the Plan Administrator, a claimant must first exhaust the administrative remedies provided in the claims procedures of the underlying Employer Provided Welfare Benefit or, if not provided therein, as provided in this Article V. Failure to exhaust such administrative remedies shall be a bar to any civil action concerning a claim for benefits under the Employer Provided Welfare Benefits Plan. If the Claims Administrator, acting pursuant to the underlying Employer Provided Welfare Benefit's written claims procedure, makes a final written determination denying a claim, the claimant, to preserve the claim, must file an action with respect to the denied claim not later than one hundred eighty (180) days following the date of the Claims Administrator's final determination.

**ARTICLE VI
ADMINISTRATION OF THE EMPLOYER PROVIDED
WELFARE BENEFITS PLAN**

Section 6.01 Plan Administrator. The Plan Administrator is the Farm Credit Foundations Trust Committee. The Plan Administrator is responsible for the administration of the Employer Provided Welfare Benefits Plan. The Plan Administrator has the full discretionary authority to administer the Employer Provided Welfare Benefits Plan, subject to the requirements of law. Except as otherwise provided by law or otherwise delegated in this Employer Provided Welfare Benefits Plan, all decisions of the Plan Administrator are final and binding on all parties. For this purpose, the Plan Administrator, in addition to such other powers as the law may provide, has all of the following powers to:

- (A) Establish rules and procedures for the purpose of the administration of this Employer Provided Welfare Benefits Plan;
- (B) Require each Participant to supply such information and sign such documents as may be necessary to administer this Employer Provided Welfare Benefits Plan;
- (C) Interpret, construe and carry out the provisions of the Employer Provided Welfare Benefits Plan and render decisions on the administration of the Employer Provided Welfare Benefits Plan, including factual and legal determinations as to whether any individual is entitled to receive any benefit under the terms of this Employer Provided Welfare Benefits Plan; and
- (D) Appoint such Claims Administrators, agents, attorneys, accountants and consultants and any other person required for proper administration of the Employer Provided Welfare Benefits Plan.

The Plan Administrator shall keep all books, accounts, records and other data as may be necessary for the proper administration of the Employer Provided Welfare Benefits Plan. The Plan Administrator shall have no power to waive, alter or fail to apply the terms of this Employer Provided Welfare Benefits Plan.

Section 6.02 Plan Must Be Nondiscriminatory. The Plan Administrator shall administer this Employer Provided Welfare Benefits Plan in a nondiscriminatory manner so that all persons similarly situated will receive substantially similar treatment.

**ARTICLE VII
TERMINATION AND AMENDMENT OF THE PLAN**

Section 7.01 Termination and Amendment. The Employer may amend or terminate this Employer Provided Welfare Benefits Plan, including without limitation the addition or deletion of one or more Employer Provided Welfare Benefits, at any time in accordance with the procedures established by the Farm Credit Foundations Plan Sponsor Committee, which procedures are hereby incorporated by reference. Any approved change to the Employer Provided Welfare Benefits Plan shall be made through a written instrument. Upon termination of this Employer Provided Welfare Benefits Plan, the Employer shall give notice of the termination to all Participants, all individuals then receiving benefits under this Employer Provided Welfare Benefits Plan and any other affected person.

ARTICLE VIII MISCELLANEOUS

Section 8.01 **Construction.** Words used in the masculine also apply to the feminine and words used in the feminine also apply to the masculine. Wherever the context dictates, the plural includes the singular and the singular includes the plural.

Section 8.02 **Employment Not Guaranteed.** Nothing contained in this Employer Provided Welfare Benefits Plan or in any other plan which is a part of this Employer Provided Welfare Benefits Plan, or any modification or amendment to this Employer Provided Welfare Benefits Plan, or in the creation of any account, or the payment of any benefit, gives any Employee, Participant or beneficiary any right to continue employment, any legal or equitable right against the Employer, its Employees or agents, or against the Plan Administrator, except as expressly provided by this Employer Provided Welfare Benefits Plan.

Section 8.03 **Indemnification.** To the extent permitted by law, the Employer shall indemnify and hold harmless any individual employed by an Employer who is carrying out his/her responsibilities within the scope of his/her job duties and to whom fiduciary responsibility with respect to this Employer Provided Welfare Benefits Plan is allocated or delegated, from and against any and all liabilities, costs and expenses incurred by any such Employee as a result of any act, or omission to act, in connection with the performance of duties, responsibilities and obligations under this Employer Provided Welfare Benefits Plan or under his/her job duties related to this Employer Provided Welfare Benefits Plan. This indemnification does not cover such liabilities, costs and expenses as may result from the gross negligence or willful misconduct of any such person, provided this paragraph shall not limit any indemnification of the Employee pursuant to any indemnification provisions of the bylaws of the Employer, of the Employee, or pursuant to any indemnification insurance held by such employer.

Section 8.04 **Information.** The Plan Administrator may require each Participant to supply such information and sign such documents as may be necessary to implement this Employer Provided Welfare Benefits Plan.

Section 8.05 **Legal Service.** Process can be served on the Employer Provided Welfare Benefits Plan by directing such legal service to the Claims Administrator and/or the Plan Administrator.

Section 8.06 **Limitation of Rights.** Neither the establishment of this Employer Provided Welfare Benefits Plan, nor any amendment, nor the payment of any benefits gives any Participant or any other person a legal or equitable right against the Employer or the Plan Administrator, nor any rights of continued employment.

Section 8.07 Limitation on Liability. An Employer Provided Welfare Benefits Plan fiduciary shall be entitled to rely upon information from any source assumed in good faith to be correct. No person shall be subject to any liability with respect to duties under this Employer Provided Welfare Benefits Plan unless that person acts fraudulently or in bad faith. No person shall be liable for any breach of fiduciary responsibility resulting from the act or omission of any other fiduciary or any person to whom fiduciary responsibilities have been allocated or delegated.

Section 8.08 Named Fiduciary. The named fiduciary of this Employer Provided Welfare Benefits Plan shall be the Farm Credit Foundations Trust Committee. The Farm Credit Foundations Trust Committee shall have complete authority to control and manage the operation and administration of this Employer Provided Welfare Benefits Plan. If so designated in a contract between the Farm Credit Foundations Trust Committee and a Claims Administrator, the Claims Administrator shall also be a named fiduciary of this Employer Provided Welfare Benefits Plan to the extent designated in such contract. In addition, the Insurance Company providing and making benefit payments for a particular Insured Benefit shall be the named fiduciary of this Employer Provided Welfare Benefits Plan with respect to that benefit.

Section 8.09 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Employer Provided Welfare Benefits Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant.

Section 8.10 Nonalienation of Benefits. Benefits payable under this Employer Provided Welfare Benefits Plan are not subject in any manner to transfer or assignment, unless such benefits are transferred or assigned (a) for the purpose of providing payment for services provided under the terms of the Employer Provided Welfare Benefits Plan or underlying policy of insurance, and/or (b) as expressly permitted under the terms of the Employer Provided Welfare Benefits Plan or underlying policy of insurance; any attempt to transfer, assign or otherwise dispose of any right to benefits payable under this Employer Provided Welfare Benefits Plan, is void. The Employer is not in any manner liable for, nor subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under this Employer Provided Welfare Benefits Plan.

Section 8.11 Prohibition Against Retroactive Entry into the Employer Provided Welfare Benefits Plan. In the event that a person was determined to be ineligible to participate in the Employer Provided Welfare Benefits Plan due to the person's classification as an independent contractor (or Temporary Employee) and such classification is later determined by a court or administrative agency to have been incorrect, the person shall be eligible to enter the Employer Provided Welfare Benefits Plan on a prospective basis only.

Section 8.12 Rights to Employer's Assets. No Participant or beneficiary has any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under this Employer Provided Welfare Benefits Plan, and then only to the extent that the benefits payable under the underlying Employer Provided Welfare Benefits are payable solely from the assets of the Employer. The Employer will make all payments of benefits this Employer Provided Welfare Benefits Plan provides solely from the assets of the Employer, and the Plan Administrator is not liable for payment of benefits in any manner.

Section 8.13 Source of Funds. The Employer Provided Welfare Benefits may, at the Employer's discretion, be funded by direct payments from a 501(c)(9) trust. The trust shall be funded by the Employer, subject to all of the provisions of this Employer Provided Welfare Benefits Plan.

Section 8.14 State Law. The laws of the state of Delaware will determine all questions arising with respect to the provisions of this Employer Provided Welfare Benefits Plan except to the extent superseded by Federal law.