

**AMENDMENT NUMBER ONE TO THE
UNIVERSITY OF WEST FLORIDA
CODE SECTION 401(A) DEFINED CONTRIBUTION
RETIREMENT PLAN AND TRUST**

THIS AMENDMENT NUMBER ONE is executed this _____ day of _____,
2009, by the University of West Florida

WHEREAS, the University of West Florida Code Section 401(a) Defined Contribution Retirement Plan and Trust ("Plan") was established effective July 1, 2007; and

WHEREAS, the University of West Florida reserved the right to amend the Plan in Article XIV of the Plan; and

WHEREAS, the University of West Florida now wishes to amend the Plan in certain respects.

NOW, THEREFORE, the Plan is hereby amended, effective as set forth herein:

1. Section 7.01, regarding maximum annual benefits, is hereby amended effective July 1, 2007 to be and read as follows:

"(c) Notwithstanding anything in this Article, if, for Plan Years beginning before July 1, 2007, as a result of the allocation of forfeitures, a reasonable error in estimating the Participant's annual compensation, a reasonable error in determining the amount of Contributions, or under other facts and circumstances which the Commissioner of the Internal Revenue Service finds justifiable, the annual addition for the Participant, determined without regard to the limitation in paragraph (a), exceeds the annual addition for the Participant, then the excess, if permitted under the Code, shall be retained in a separate account to reduce the amount of Contributions of the Employer in succeeding Plan Years."

2. A new Section 15.07, regarding military service, is hereby added effective January 1, 2007, to be and read as follows:

"Section 15.07 Military Service.

(a) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Code Section 414(u) and Code Section 401(a)(37), as amended from time to time.

(b) For purposes of this Section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(c) If a Participant timely resumes employment with the Employer in accordance with USERRA, the Employer shall make the Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than ninety (90) days after the date of reemployment or when the Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provide under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then terminated employment on account of death.

(e) Effective January 1, 2009, a Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as an Employee of the Employer and the differential wage payment shall be treated as compensation for all purposes under the Plan. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner."

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

This Amendment Number One is executed this ____ day of _____,
2009.

University of West Florida

By: _____

Title: _____

I/2328993.1