

**FIDELITY WORKPLACE SERVICES LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN
BASIC PLAN DOCUMENT #22**

Fidelity Workplace Services LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.

**FIDELITY WORKPLACE SERVICES LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN**

BASIC PLAN DOCUMENT #22

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS

1.01	Account.....	1
1.02	Account Balance	1
1.03	Accumulated Benefit	1
1.04	Adoption Agreement.....	1
1.05	Advisory Letter	1
1.06	Annuity Contract.....	1
1.07	Appendix.....	1
1.08	Beneficiary	1
1.09	Church.....	2
1.10	Code.....	2
1.11	Compensation	2
1.12	Contribution Types	5
1.13	Custodial Account and Custodial Agreement	6
1.14	Custodian	6
1.15	Defined Contribution Plan	6
1.16	Defined Benefit Plan.....	6
1.17	Denominational Service.....	6
1.18	Differential Wage Payment.....	6
1.19	Disability and Disabled.....	6
1.20	DOL	6
1.21	Earnings	6
1.22	Educational Organization.....	6
1.23	Effective Date	6
1.24	Elective Deferrals.....	6
1.25	Eligible Employee.....	7
1.26	Eligible Employer	7
1.27	Employee	7
1.28	Employee Contribution	7
1.29	Employer.....	7
1.30	Employer Contribution	8
1.31	Entry Date.....	8
1.32	EPCRS	8
1.33	ERISA	8
1.34	ERISA Plan.....	8
1.35	Excluded Employee	8
1.36	401(m) Plan.....	9

1.37	403(b) Plan.....	9
1.38	Governmental Plan.....	9
1.39	HCE	9
1.40	Hour of Service.....	10
1.41	Insurance Company	11
1.42	Investment Arrangement and Investment Arrangement Documentation	11
1.43	IRS and IRS Guidance	11
1.44	[Reserved].....	11
1.45	Limitation Year.....	11
1.46	Mandatory Employee Contributions	11
1.47	Matching Contribution.....	11
1.48	Nonelective Contribution	12
1.49	NHCE	12
1.50	Participant.....	12
1.51	Participation Agreement	12
1.52	Plan	12
1.53	Plan Administrator	13
1.54	Plan Year	13
1.55	Practitioner.....	13
1.56	[Reserved].....	13
1.57	Public School	13
1.58	QDRO	13
1.59	Qualified Military Service	13
1.60	Restated Plan.....	13
1.61	[Reserved].....	13
1.62	Rollover Contribution	13
1.63	[Reserved].....	14
1.64	Salary Reduction Agreement	14
1.65	Separation from Service or Severance from Employment	14
1.66	Service	14
1.67	State	14
1.68	Successor Plan	14
1.69	Taxable Year.....	14
1.70	Vested	14
1.71	USERRA.....	14
1.72	Vendor	14
1.73	Year of 403(b) Service.....	14
ARTICLE 2. ELIGIBILITY AND PARTICIPATION		
2.01	ELIGIBILITY	15
2.02	APPLICATION OF SERVICE CONDITIONS.....	15
2.03	BREAK IN SERVICE - PARTICIPATION	16
2.04	PARTICIPATION UPON RE-EMPLOYMENT.....	17

2.05	CHANGE IN EMPLOYMENT STATUS	17
2.06	TERMINATION OF PARTICIPATION.....	18
ARTICLE 3. PLAN CONTRIBUTIONS AND FORFEITURES		
3.01	CONTRIBUTION TYPES	18
3.02	ELECTIVE DEFERRALS.....	18
3.03	MATCHING CONTRIBUTIONS.....	24
3.04	NONELECTIVE CONTRIBUTIONS.....	25
3.05	[RESERVED].....	28
3.06	ALLOCATION CONDITIONS.....	28
3.07	FORFEITURE ALLOCATION.....	30
3.08	ROLLOVER CONTRIBUTIONS	31
3.08	ROLLOVER CONTRIBUTIONS	31
3.09	EMPLOYEE CONTRIBUTIONS	33
3.10	USERRA AND HEART ACT CONTRIBUTIONS	33
ARTICLE 4. LIMITATIONS AND TESTING		
4.01	ANNUAL ADDITIONS LIMIT	35
4.02	ANNUAL ADDITIONS LIMIT FOR CODE §415 AGGREGATED PLANS	35
4.03	DISPOSITION OF EXCESS ANNUAL ADDITIONS.....	36
4.04	QUALIFIED DEFINED CONTRIBUTION PLAN OF CONTROLLED EMPLOYER.....	36
4.05	DEFINITIONS: SECTIONS 4.01-4.04.....	37
4.06	[RESERVED].....	39
4.07	[RESERVED].....	39
4.08	[RESERVED].....	39
4.09	[RESERVED].....	39
4.10	403(b) TESTING	39
4.11	DEFINITIONS: SECTION 4.10.....	40
ARTICLE 5. VESTING		
5.01	NORMAL AND EARLY RETIREMENT AGE	40
5.02	PARTICIPANT DEATH OR DISABILITY.....	40
5.03	VESTING SCHEDULE.....	40
5.04	[RESERVED].....	42
5.05	YEAR OF SERVICE FOR VESTING	42
5.06	BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE FOR VESTING	42
5.07	FORFEITURE OCCURS	42
5.08	[RESERVED].....	43
5.09	TREATMENT OF NONVESTED AMOUNTS.....	43
5.10	EMPLOYEE CONTRIBUTIONS	43
ARTICLE 6. DISTRIBUTIONS		
6.01	TIMING OF DISTRIBUTION	43
6.02	REQUIRED MINIMUM DISTRIBUTIONS.....	45
6.03	METHOD OF DISTRIBUTION.....	45
6.04	ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES	46

6.05	DISTRIBUTIONS UNDER A QDRO.....	49
6.06	DEFAULTED LOAN – TIMING OF OFFSET	50
6.07	HARDSHIP DISTRIBUTIONS.....	50
6.08	DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS	51
6.09	REPLACEMENT OF \$5,000 AMOUNT	52
6.10	SEVERANCE FROM EMPLOYMENT	52
6.11	DEEMED SEVERANCE DISTRIBUTIONS.....	52
ARTICLE 7. ADMINISTRATIVE PROVISIONS		
7.01	EMPLOYER ADMINISTRATIVE PROVISIONS.....	53
7.02	PLAN ADMINISTRATOR	54
7.03	DIRECTION OF INVESTMENT.....	55
7.04	ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.....	56
7.05	PARTICIPANT ADMINISTRATIVE PROVISIONS	58
7.06	PLAN LOANS.....	60
7.07	LOST PARTICIPANTS	61
7.08	PLAN CORRECTION.....	63
7.09	PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.....	63
ARTICLE 8. PLAN FUNDING		
8.01	INVESTMENT ARRANGEMENTS AND INCORPORATION OF TERMS.....	64
8.02	CONTRIBUTION TIMING	65
8.03	ANNUITY CONTRACT	65
8.04	CUSTODIAL ACCOUNT.....	65
ARTICLE 9. ADDITIONAL PROVISIONS		
9.01	EXCLUSIVE BENEFIT	65
9.02	AMENDMENT	65
9.03	PRACTITIONER AMENDMENTS	66
9.04	FROZEN PLAN	67
9.05	PLAN TERMINATION	67
9.06	MERGERS, CONTRACT EXCHANGES AND DIRECT TRANSFERS	68
9.07	INFORMATION SHARING.....	70
ARTICLE 10. MULTIPLE EMPLOYER PLAN		
10.01	ELECTION AND OVERRIDING EFFECT.....	70
10.02	DEFINITIONS.....	70
10.03	PARTICIPATING EMPLOYER ELECTIONS.....	71
10.04	HCE STATUS	71
10.05	TESTING.....	71
10.06	COMPENSATION	71
10.07	SERVICE.....	71
10.08	COOPERATION AND INDEMNIFICATION	71
10.09	INVOLUNTARY TERMINATION	72
10.10	VOLUNTARY TERMINATION	72

**FIDELITY WORKPLACE SERVICES LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN
BASIC PLAN DOCUMENT #22**

Fidelity Workplace Services LLC, in its capacity as Volume Submitter Practitioner, sponsors this Volume Submitter Plan intended to conform to and qualify under §403(b) of the Internal Revenue Code of 1986, as amended. An Employer establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. When any provisions of this Volume Submitter Plan or the Adoption Agreement is marked “RESERVED,” that means that the provision was deliberately omitted but section numbering was retained to help maintain consistency.

ARTICLE 1. DEFINITIONS

1.01 Account. Account means the account(s) maintained for the benefit of any Participant, Beneficiary, or Alternate Payee under one or more Investment Arrangements. Unless required due to an Investment Arrangement, the term “separate Account” means a separate accounting for recordkeeping purposes.

1.02 Account Balance. Account Balance means the total benefit to which a Participant, Beneficiary, or Alternate Payee is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Account, any Rollover Contributions or transfers held under the Account, and any distribution made to the Participant, the Beneficiary, or an Alternate Payee. The Account Balance includes any part of the Account that is treated under the Plan as a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, such term also will include the actuarial value of the Participant’s vested interest in such other benefits as determined by the Vendor.

1.03 Accumulated Benefit. Accumulated Benefit means the sum of a Participant’s, Beneficiary’s or Alternate Payee’s Account Balances under all Investment Arrangements under the Plan.

1.04 Adoption Agreement. Adoption Agreement means the document executed by each Employer adopting this Plan. References to Adoption Agreement within this basic plan document are to the Adoption Agreement as completed and executed by a particular Employer unless the context clearly indicates otherwise. An adopting Employer’s Adoption Agreement and this basic plan document together constitute a single Plan of the Employer. The Plan also includes any Investment Arrangement, and such other list(s), policies and procedures, or written document(s) (such as loan policies or service contracts), which, when properly executed or otherwise put into effect fully describe the Plan and practice of the Employer with respect to the Plan from and after the later of the initial Effective Date or restated Effective Date as set forth in the Adoption Agreement, to the extent such items do not conflict with the terms of this basic plan document and the Adoption Agreement. Each elective provision of the Adoption Agreement corresponds (by its parenthetical section reference) to the section of the Plan which grants the election. All “Section” references within an Adoption Agreement are to the basic plan document. All “Election” references within an Adoption Agreement are Adoption Agreement references. The Employer or Plan Administrator to facilitate Plan administration or to generate written policies or forms for use with the Plan may maintain one or more administrative checklists as an attachment to the Adoption Agreement or otherwise. Any such checklists are not part of the Plan.

1.05 Advisory Letter. Advisory Letter means an IRS issued advisory letter as to the acceptability of the form of a Volume Submitter Plan. For further description of advisory letters, see IRS Rev. Proc. 2013-22.

1.06 Annuity Contract. Annuity Contract means a nontransferable group or individual contract as defined in Code §§403(b)(1) and 401(g), established under the Plan for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity. See Section 8.03. In the case of an Annuity Contract, the term “Individual Account” when used under the Plan will include individual annuity certificates issued on behalf of a Participant or Beneficiary, in addition to individual Annuity Contracts.

1.07 Appendix. Appendix means one of the Appendices to an Adoption Agreement designated as “A”, “B”, “C”, or “D” which are expressly authorized by the Plan and as part of the Plan, are covered by the Plan’s Advisory Letter. The Appendices (and any attachments thereto) are part of the Adoption Agreement.

1.08 Beneficiary. Beneficiary means a person or entity designated by a Participant or by the Plan who is or may become entitled to a benefit under the Plan upon the Participant’s death, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Vendor has fully distributed to the Beneficiary his/her Plan benefit. A Beneficiary’s right to (and the Plan Administrator’s duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.09 Church. Church means an organization described in Code §3121(w)(3)(A), and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches. A Church also includes a QCCO. Church does not include any other organization, whether or not that organization is controlled by or associated with a Church, as so defined.

(A) Church-Related Organization. Church-Related Organization means a church or convention or association of churches or other organization described in Code §414(e)(3)(A).

(B) Church Plan. Church Plan means a plan described in Code §414(e).

(C) Qualified Church-Controlled Organization or QCCO. Qualified Church-Controlled Organization (QCCO) means an organization described in Code §3121(w)(3)(B), and generally refers to any church controlled, tax-exempt organization described in Code §501(c)(3), other than an organization which:

(1) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

(2) Normally receives more than 25% of its support from either: (a) governmental sources, or (b) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

(D) Non-Qualified Church-Controlled Organization or Non-QCCO. Non-Qualified Church-Controlled Organization (Non-QCCO) means a church-controlled, tax-exempt organization described in Code §501(c)(3) that is not a Church or a QCCO.

1.10 Code. Code means the Internal Revenue Code of 1986, as amended and includes applicable IRS Guidance.

1.11 Compensation.

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.11 unless the Plan reference, or the Employer in its Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Effective Date stated in the Adoption Agreement through the end of such initial Plan Year, Compensation for such initial Plan Year shall be determined from such Effective Date through the end of the initial Plan Year. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. The Employer in its Adoption Agreement may elect to allocate contributions based on Compensation within a specified 12 month period which ends within a Plan Year. Additionally, in the event the Plan has a short Plan Year, i.e., a Plan Year consisting of fewer than 12 months, otherwise applicable limits and requirements that are applied on a Plan Year basis shall be prorated, but only if and to the extent required by law.

(B) Base Definitions and Modifications. The Employer in its Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in its Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article 3. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) **W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Appendix B to its Adoption Agreement may elect to exclude from W-2 Compensation certain Employer paid or reimbursed moving expenses as described therein.

(2) **Code §3401(a) Wages (Income Tax Wage Withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) **Code §415 Compensation (Current Income Definition/Simplified Compensation Under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

- (a) **Deferred Compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a SIMPLE retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.
 - (b) **Option Exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.
 - (c) **Sale of Option Stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).
 - (d) **Other Amounts That Receive Special Tax Benefits.** Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).
 - (e) **Other Similar Items.** Other items of remuneration which are similar to any of the items in Sections (3)(a) through (d).
- (4) **Alternative (General) 415 Compensation.** The Employer in Appendix B to its Adoption Agreement may elect to apply the 415 definition of Compensation in Treas. Reg. §1.415(c)-2(a). Under this definition, Compensation means as defined in Section (3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note: if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage. Compensation under this Section 1.11 does not include Deemed 125 Compensation, unless the Employer in Appendix B to its Adoption Agreement elects to include Deemed 125 Compensation under this Section 1.11.

(D) Elective Deferrals. Compensation under Section 1.11 includes Elective Deferrals unless the Employer in its Adoption Agreement elects to exclude Elective Deferrals. In addition, for purposes of making Elective Deferrals, Compensation means as defined in Section 1.11 and as the Employer elects in its Adoption Agreement.

(E) Compensation Dollar Limitation. For any Plan Year, the Plan Administrator in allocating contributions under Article 3 cannot take into account more than \$270,000 (or for years after 2017, such larger amount as the IRS may

prescribe pursuant to an adjustment made in the same manner as under Code §415(d)) of any Participant's Compensation. Notwithstanding the foregoing, an Employee under a 403(b) Plan may make Elective Deferrals with respect to Compensation which exceeds the Plan Year Compensation limitation, provided such Elective Deferrals otherwise satisfy the Elective Deferral Limit and other applicable Plan limitations. In applying any Plan limitation on the amount of Matching Contributions or any Plan limit on Elective Deferrals which are subject to Matching Contributions, where such limits are expressed as a percentage of Compensation, the Plan Administrator may apply the Compensation limit under this Section (E) annually, even if the Matching Contribution formula is applied on a per pay period basis or is applied over any other time interval which is less than the full Plan Year or the Plan Administrator may pro rate the Compensation limit. The limit under this Section (E) shall not apply to a plan maintained by a Church.

- (1) **Grandfathered Governmental Plan Limit.** For a restated Governmental Plan, this Section (E) will not apply to an eligible Participant to the extent it would reduce the Participant's Compensation taken into account to an amount less than the amount allowed under the Plan as in effect on July 1, 1993. An "eligible Participant" is a Participant who first became a Participant during a Plan Year beginning before January 1, 1996 (or, if earlier, the first Plan Year in which the Employer amended the Plan to reflect the limitation of Code §401(a)(17)).

(F) [Reserved]

(G) Excluded Compensation. Excluded Compensation means such Compensation as the Employer in its Adoption Agreement elects to exclude for purposes of this Section 1.11. Regardless of the definition of Compensation selected in the Adoption Agreement, the Plan Administrator may adopt a uniform policy for purposes of determining the amount of a Participant's Elective Deferrals of excluding non-cash Compensation. For purposes of this Section (G), non-cash Compensation means tips, fringe benefits, and other items of Compensation not regularly paid in cash or cash equivalents, or for which the Employer does not or may not have the ability to withhold Elective Deferrals in cash for the purpose of transmitting the Elective Deferrals to the Plan pursuant to the Participant's Deferral Election. Unless otherwise specified, the Plan Administrator shall determine the amount of a Participant's Compensation (for purposes of allocations), by disregarding Excluded Compensation.

(H) Pre-Entry Compensation. The Employer in its Adoption Agreement for allocation purposes must elect Participating Compensation or Plan Year Compensation as to some or all Contribution Types.

- (1) **Participating Compensation.** Participating Compensation means Compensation only for the period during the Plan Year in which the Participant is a Participant in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Participating Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

- (2) **Plan Year Compensation.** Plan Year Compensation means Compensation for a Plan Year, including Compensation for any period prior to the Participant's Entry Date in the overall Plan or as to a Contribution Type as applicable. If the Employer in its Adoption Agreement elects Plan Year Compensation, the Employer will elect whether to apply the election to all Contribution Types or only to particular Contribution Type(s).

(I) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in its Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section (I). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section (I), and may also include salary continuation for military service and/or for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section (I) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

- (1) **Timing.** Post-Severance Compensation includes regular pay, leave cash-outs, or deferred compensation only to the extent the Employer pays such amounts by the later of 2½ months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

- (a) **Regular Pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) **Leave Cash-Outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's severance from employment.

(c) **Deferred Compensation.** As used in this Section (I), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the deferred compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary Continuation for Disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). This Section (2) will apply, as the Employer elects in its Adoption Agreement, either just to NHCEs (who are NHCEs immediately prior to becoming disabled) or to all Participants for a fixed or determinable period specified in the Adoption Agreement.

(J) [Reserved]

(K) **Deemed Disability Compensation.** The Plan does not include Deemed Disability Compensation under Code §415(c)(3)(C) unless the Employer in its Adoption Agreement elects to make Nonelective Contributions with respect to Deemed Disability Compensation under this Section (K). Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code §22(e)(3)) if such deemed compensation is greater than actual Compensation as determined without regard to this Section (K). This Section (K) applies only if the affected Participant is an NHCE immediately prior to becoming disabled (or the Adoption Agreement election provides for the continuation of contributions on behalf of all such disabled participants for a fixed or determinable period) and all contributions made with respect to Compensation under this Section (K) are immediately Vested.

(L) **Differential Wage Payments.** Unless the Employer otherwise elects in Appendix B to its Adoption Agreement, the Plan Administrator will treat Differential Wage Payments as Compensation for all Plan contribution and benefit purposes.

(M) **Includible Compensation.** Includible Compensation means the Employee's Compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code §911, relating to United States citizens or residents living abroad), including Differential Wage Payments, for the most recent period that is a Year of 403(b) Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in the Employee's gross income but for the rules of Code §§125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any Compensation received during a period when the Employer is not an Eligible Employer or any Compensation, other than Post-Severance Compensation, paid after Severance of Employment. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in Treas. Reg. §1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of any Participant taken into account in determining contributions will not exceed \$270,000, as adjusted for cost-of-living increases in accordance with Code §401(a)(17)(B) for periods after 2017.

(N) **Deemed Includible Compensation.** Deemed Includible Compensation is determined on a monthly basis. A former Employee's Deemed Includible Compensation for any month is 1/12 of the amount of Compensation the former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the Taxable Year) which constitutes one Year of 403(b) Service. Deemed Includible Compensation will be determined in accordance with the rules for determining Includible Compensation and in accordance with Treas. Reg. §1.403(b)-4(d). The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee Separates from Service. The Deemed Includible Compensation shall continue until the last day of the fifth Taxable Year which begins after the Employee Separates from Service.

1.12 Contribution Types. Contribution Types means the contribution types required or permitted under the Plan as the Employer elects in its Adoption Agreement.

1.13 Custodial Account and Custodial Agreement. Custodial Account means the group or individual custodial account or accounts, as defined in Code §403(b)(7), established under the Plan for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan. A Custodial Agreement means a separate written agreement between the Employer or Participant and the Custodian which sets forth the terms of the Custodian's engagement. See Section 8.04.

1.14 Custodian. Custodian means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian by executing a separate Custodial Agreement.

1.15 Defined Contribution Plan. Defined Contribution Plan means a retirement plan which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant's Account, and on any Earnings, expenses, and forfeitures which the Plan may allocate to such Participant's Account.

1.16 Defined Benefit Plan. Defined Benefit Plan means a retirement plan which does not provide for individual accounts for Employer contributions and which provides for payment of determinable benefits in accordance with the plan's formula.

1.17 Denominational Service. Except to the extent limited in the Adoption Agreement, Denominational Service means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code §501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church. The Participant is responsible to inform the Employer of Denominational Service the Participant wishes the Plan to count.

1.18 Differential Wage Payment. Differential Wage Payment means differential wage payment as defined by Code §3401(h)(2).

1.19 Disability and Disabled. Disabled means the definition provided in the Investment Arrangement. If not defined in the Investment Arrangement, Disabled means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence. The Employer in Appendix B to its Adoption Agreement may specify a different definition of Disabled which is not inconsistent with the Code and which will apply in place of the definition in the second sentence of this Paragraph. A person who is Disabled has a "Disability."

(A) **Administration.** For purposes of this Plan, a Participant is disabled on the date the Plan Administrator determines the Participant satisfies the definition of Disability. The Plan Administrator may require a Participant to submit to a physical examination in order to confirm the Participant's Disability. The provisions of this Section will be applied in a consistent manner. If the Plan satisfies the ERISA Safe Harbor Exemption, the Employer, in any capacity, will not have any discretionary authority to determine if a Participant has a Disability.

1.20 DOL. DOL means the U.S. Department of Labor.

1.21 Earnings. Earnings means the net income, gain or loss earned by a particular Account or with respect to a contribution or to a distribution, as the context requires.

1.22 Educational Organization. Educational Organization means an organization described under Code §170(b)(1)(A)(ii), relating to educational organizations that normally maintain a regular faculty and curriculum and normally have a regularly enrolled body of pupils or students in attendance where the educational activities are regularly carried on.

1.23 Effective Date. Effective Date of this Plan means the date the Employer elects in its Adoption Agreement. However, as to a particular provision, a different effective date may apply as this basic plan document may provide or as the Employer may elect in its Adoption Agreement, or a Participation Agreement, or in any other document which evidences the action taken. If this Plan restates a previously existing plan, the Effective Date of the provisions of this restatement do not need to be earlier than January 1, 2010. If this Plan is retroactively effective, the provisions of this Plan generally control on and after the retroactive Effective Date, except as elected by the Employer in Appendix A to its Adoption Agreement.

1.24 Elective Deferrals. Elective Deferrals means a Participant's Pre-Tax Deferrals, Roth Deferrals, Automatic Deferrals and, as the context requires, Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals under the Plan, and which the Employer contributes to the Plan at the Participant's election (or automatically) in lieu of cash compensation. As to other plans, as may be relevant to the Plan, Elective Deferrals means amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457(b), and includes amounts included in the Employee's gross income under Code §402A, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a

qualified transportation fringe benefit plan, a 401(k) plan, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) plan.

(A) Pre-Tax Deferral. Pre-Tax Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which is not a Roth Deferral.

(B) Roth Deferral. Roth Deferral means an Elective Deferral (including a Catch-Up Deferral or an Automatic Deferral) which a Participant irrevocably designates as a Roth Deferral under Code §402A at the time of deferral and which is subject to income tax when made to the Plan. In the case of an Automatic Deferral, the Plan makes such irrevocable designation in accordance with Section 3.02(B).

(C) Automatic Deferral. See Section 3.02(B)(4)(a).

(D) Age 50 Catch-Up Deferral. See Section 3.02(E)(2).

(E) Qualified Organization Catch-Up Deferral. See Section 3.02(D)(1).

(F) One-Time Irrevocable Elections. Contributions made pursuant to a Participant's one-time irrevocable election when he/she is initially eligible to make a salary reduction election are not Elective Deferrals. Contributions made pursuant to a one-time irrevocable election are Mandatory Employee Contributions under Section 1.46.

1.25 Eligible Employee. Eligible Employee means an Employee other than an Excluded Employee.

1.26 Eligible Employer. Eligible Employer means a State (but only as to a State Employee Performing Services for a Public School), or a Code §501(c)(3) organization as to any employee of the Code §501(c)(3) organization. The term "Employer" also includes any organization other than an organization described in Code §501(c)(3) that employs a minister described in Code §414(e)(5)(A)(i)(II), but solely with respect to the participation in the Plan by the minister, and only if such Employer's participation is approved by the Plan Administrator in accordance with rules and procedures adopted for such purposes.

1.27 Employee. Except with regard to a Public School, Employee means any common law employee of the Employer. Employee includes, if the Plan is a Church Plan, a minister described in Code §414(e)(5)(A)(i)(II). Employee does not include an independent contractor. See also Section 1.26 with regard to Employers of ministers which are not otherwise Eligible Employers.

(A) Public School. If the Employer is a Public School, then Employee means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee of a Public School unless such office is one to which an individual is elected or appointed and only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

(B) Differential Wage Payment. An individual receiving a Differential Wage Payment from the Employer is treated as an Employee of the Employer.

1.28 Employee Contribution. Employee Contribution means a Participant's after-tax contribution to an Investment Arrangement which the Participant designates as an Employee Contribution at the time of contribution. Neither an Elective Deferral (Pre-Tax or Roth) nor a Mandatory Employee Contribution is an Employee Contribution.

1.29 Employer. Employer means each Signatory Employer, Lead Employer, Related Employer, and Participating Employer as the Plan indicates or as the context requires. The Employer also includes any successor to a Signatory Employer, Lead Employer, or Participating Employer if such Employer agrees to continue to maintain the Plan. Only an Eligible Employer may be the Signatory Employer or Participating Employer.

(A) Signatory Employer. Signatory Employer means the Employer who establishes a Plan under this Volume Submitter Plan by executing an Adoption Agreement. The Employer for purposes of acting as Plan Administrator, making Plan amendments, restating the Plan, terminating the Plan or performing settlor functions, means the Signatory Employer and does not include any Related Employer or Participating Employer. The Signatory Employer also may terminate the participation in the Plan of any Participating Employer upon written notice. The Signatory Employer will provide such notice not less than 30 days prior to the date of termination unless the Signatory Employer determines that the interest of Plan Participants requires earlier termination.

(B) Related Group and Related Employer. Related Group means a controlled group of corporations (as defined in Code §414(b)), trades or businesses (whether or not incorporated) which are under common control (as defined in Code §414(c)), an affiliated service group (as defined in Code §414(m)) or an arrangement otherwise described in Code §414(o). If the Employer is a governmental employer or a Church, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23. Each Employer which is a member of the Related Group is a Related Employer. The term “Employer” includes every Related Employer for purposes of crediting Service and Hours of Service, determining Years of Service and Breaks in Service under Articles 2 and 5 determining Separation from Service, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans, applying the definitions of Employee, HCE, and Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations), and for any other purpose the Code or the Plan require.

(C) Participating Employer. Participating Employer means a Related Employer (to the Signatory Employer or another Related Employer) which signs the Execution Page of the Adoption Agreement or a Participation Agreement to the Adoption Agreement. Only a Participating Employer (or Employees thereof) may contribute to the Plan. A Participating Employer is an Employer for all purposes of the Plan except as provided in Sections 1.29(A). If Article 10 applies, a Participating Employer includes an unrelated Employer who executes a Participation Agreement. See Section 10.02.

1.30 Employer Contribution. Employer Contribution means a Nonelective Contribution or a Matching Contribution, as the context may require.

1.31 Entry Date. Entry Date means the date(s) the Employer elects in its Adoption Agreement upon which an Eligible Employee who has satisfied the Plan’s eligibility conditions and who remains employed by the Employer on the Entry Date commences participation in the Plan or in a part of the Plan. An Employee’s Entry Date with regard to Elective Deferrals is the date the Employee becomes a Participant with regard to Elective Deferrals under Article 2.

1.32 EPCRS. EPCRS means the IRS’ Employee Plans Compliance Resolution System for resolving plan defects, or any successor program.

1.33 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended, and includes applicable DOL regulations.

1.34 ERISA Plan. ERISA Plan means the Plan is subject to ERISA. This Plan may only be used by a governmental Employer (ERISA §§4(b)(1) and 3(32)) or by a “non-electing” church (ERISA §§4(b)(2) and 3(32)), or if the Plan satisfies the ERISA Safe Harbor Exemption.

(A) ERISA Safe Harbor Exemption. ERISA Safe Harbor Exemption means the exemption established by DOL Reg. §2510.3-2(f), under which the Plan, if otherwise subject to Title I of ERISA, is not an ERISA Plan, as explained in DOL Field Assistance Bulletins 2007-02 and 2010-01 or any other applicable DOL guidance. If the Plan intends to qualify for the ERISA Safe Harbor Exemption, the Plan will allocate the responsibility for performing discretionary determinations that will compromise the exemption to persons other than the Employer. See Section 7.01(H). To qualify for the exemption, there can be no Employer contributions other than Elective Deferrals.

1.35 Excluded Employee. Excluded Employee means, as the Employer elects in its Adoption Agreement, any Employee or class of Employees who is not eligible to participate in the Plan with regard to a specific Contribution Type. The Employer must elect any Excluded Employees in accordance with the Adoption Agreement limitations. The Employer in the Adoption Agreement may designate different groups of Excluded Employees for each Contribution Type. The Adoption Agreement may specify that Employees who fail to make an irrevocable election described in Section 1.24(F) are Excluded Employees, either as to the Plan as a whole or as to Employer Contributions.

(A) Collective Bargaining Employees. If the Employer elects in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes other than making Elective Deferrals, the exclusion applies to any Employee included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if: (1) retirement benefits were the subject of good faith bargaining; and (2) two percent or fewer of the employees covered by the agreement are “professional employees” as defined in Treas. Reg. §1.410(b)-9, unless the collective bargaining agreement requires the Employee to be included within the Plan. The term “employee representatives” does not include any organization more than half the members of which are owners, officers, or executives of the Employer. Regardless of the preceding, the Employer may elect in its Adoption Agreement to exclude collective bargaining Employees from eligibility to participate for purposes of making Elective Deferrals if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12).

(B) Nonresident Aliens. If the Employer elects in its Adoption Agreement to exclude nonresident aliens from eligibility to participate, the exclusion applies to any nonresident alien Employee who does not receive any earned income, as defined in Code §911(d)(2), from the Employer which constitutes United States source income, as defined in Code §861(a)(3).

(C) Student Employees. If the Employer elects in its Adoption Agreement to exclude Student Employees, the exclusion applies to students performing services described in Code §3121(b)(10).

(D) Reclassified Employees. A Reclassified Employee is an Excluded Employee for purposes of Employer Contributions (and for purposes of Elective Deferrals if the Employer is a Church) unless the Employer in Appendix B to its Adoption Agreement elects: (a) to include all Reclassified Employees as Eligible Employees; (b) to include one or more categories of Reclassified Employees as Eligible Employees; or (c) to include Reclassified Employees (or one or more groups of Reclassified Employees) as Eligible Employees as to one or more Contribution Types. A Reclassified Employee is any person the Employer erroneously did not treat as a common law employee and it is later determined (irrespective of a binding determination) that the person should have been treated as a common law employee. A person who is an independent contractor is not an Employee or, absent such later determination, a Reclassified Employee, and therefore may not be an Eligible Employee under this Plan.

(E) Employees Who Normally Work Less Than 20 Hours Per Week. The Employer in its Adoption Agreement may elect to exclude any Employee who normally works less than 20 hours per week. Under this election, an Employee is excluded from the Plan provided (1) for the Initial Eligibility Computation Period, the Employer reasonably expected the Employee to work less than 1,000 Hours of Service in such period; and (2) for each Subsequent Eligibility Computation Period, except as provided below in this Paragraph, the Employee worked less than 1,000 Hours of Service in any preceding Eligibility Computation Period. The provisions of Section 2.02(C) apply by analogy to the determination of Eligibility Computation Periods and Service within an Eligibility Computation Period. The Employer in the Adoption Agreement may select a lesser threshold than 20 hours per week. In that case, the 1,000 Hour of Service requirement will be adjusted pro rata. Except as limited by the following sentence, any Employee who completes more than 1,000 Hours of Service during an Eligibility Computation Period will not be an Excluded Employee under this Section 1.35(E) for any subsequent Plan Year. The preceding sentence does not apply (1) with respect to any contributions if the Employer is a Church, or (2) with respect to Employer Contributions if the Employer is not a Church. For purposes of this exclusion, the Plan Administrator may use any reasonable, consistent method of crediting Hours of Service, regardless of the method elected in the Adoption Agreement for other purposes.

(F) Transition Rules. Unless the Employer indicates otherwise in Appendix B to its Adoption Agreement, the Plan excludes for purposes of making Elective Deferrals employees described in Treas. Reg. §1.403(b)-11(d), to the extent and for the time periods specified therein. Under these rules, if the Plan excluded from deferring, on July 26, 2007, certain visiting professors, employees affiliated with a religious order who are under a vow of poverty, or employees who made a one-time election to participate in a Governmental Plan that is not a 403(b) plan, then the Plan may maintain that exclusion during the plan year which began in 2009. Additionally, if the Plan excluded from deferring, on July 26, 2007, certain collective bargaining employees, then the Plan may maintain that exclusion until July 26, 2010, or, if earlier, the date on which the related collective bargaining agreement terminates. If the Plan is a Governmental Plan for which amendment authority rests with a legislative body which meets in session, then the foregoing deadlines are extended to January 1, 2011, or, if earlier, the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after January 1, 2009.

(G) Per Diem Employees. If the Employer elects in its Adoption Agreement to exclude Per Diem Employees, then Employees who are employed on an as-needed basis by the Employer are excluded.

1.36 401(m) Plan. 401(m) Plan means the portion, if any, of the 403(b) plan or another plan the Employer establishes, subject to the requirements of Code §401(m).

1.37 403(b) Plan. 403(b) Plan means this 403(b) Plan.

1.38 Governmental Plan. Governmental Plan means a plan maintained by a State and described in Code §414(d).

1.39 HCE. HCE means a highly compensated Employee, defined under Code §414(q) as an Employee who during the preceding Plan Year (or in the case of a short Plan Year, the immediately preceding 12 month period) had Compensation in excess of \$80,000 (as adjusted by the IRS for the relevant year) and, if the Employer under its Adoption Agreement makes the top-paid group election, was part of the top-paid 20% group of Employees (based on Compensation for the preceding Plan Year).

(A) Compensation Definition. For purposes of this Section 1.39, “Compensation” means Compensation as defined in Section 4.05(D).

(B) Top-Paid Group Definition and Calendar Year Data Election. The determination of who is an HCE, including the determinations of the number and identity of the top-paid 20% group, must be consistent with Code §414(q) and regulations issued under that Code section. The Employer in its Adoption Agreement may make a calendar year data election to determine the HCEs for the Plan Year, as prescribed by IRS Guidance. A calendar year data election must apply to all plans of the Employer which reference the HCE definition in Code §414(q). For purposes of this Section 1.39, if the current Plan Year is the first year of the Plan, then the term “preceding Plan Year” means the 12-consecutive month period immediately preceding the current Plan Year.

1.40 Hour of Service. Hour of Service means:

(A) Pay for Duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Plan credits Hours of Service under this Paragraph (A) to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(B) Back Pay. Each Hour of Service for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan credits Hours of Service under this Paragraph (B) to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

(C) Payment But No Duties. Each Hour of Service for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Plan will credit no more than 501 Hours of Service under this Paragraph (C) to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation period). The Plan credits Hours of Service under this Paragraph (C) in accordance with the rules of paragraphs (b) and (c) of Labor Reg. §2530.200b-2, which the Plan, by this reference, specifically incorporates in full within this Paragraph (C).

The Plan will not credit an Hour of Service under more than one of the above Paragraphs (A), (B) or (C). A computation period for purposes of this Section 1.40 is the Plan Year, Year of Service period, Break in Service period or other period, as determined under the Plan provision for which the Plan is measuring an Employee’s Hours of Service. The Plan will resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(D) Method of Crediting Hours of Service. The Employer must elect in its Adoption Agreement the method the Plan will use in crediting an Employee with Hours of Service and the purpose for which the elected method will apply.

(1) **Actual Method.** Under the Actual Method as determined from records, an Employee receives credit for Hours of Service for hours worked and hours for which the Employer makes payment or for which payment is due from the Employer.

(2) **Equivalency Method.** Under an Equivalency Method, for each equivalency period for which the Plan would credit the Employee with at least one Hour of Service, the Plan will credit the Employee with: (1) 10 Hours of Service for a daily equivalency; (2) 45 Hours of Service for a weekly equivalency; (3) 95 Hours of Service for a semimonthly payroll period equivalency; and (4) 190 Hours of Service for a monthly equivalency.

(3) **Elapsed Time Method.** Under the Elapsed Time Method, an Employee receives credit for Service for the aggregate of all time periods (regardless of the Employee’s actual Hours of Service) commencing with the Employee’s Employment Commencement Date, or with his/her Re-employment Commencement Date, and ending on the date a Break in Service begins. An Employee’s Employment Commencement Date or his/her Re-employment Commencement Date begins on the first day he/she performs an Hour of Service following employment or re-employment. In applying the Elapsed Time Method, the Plan Administrator will credit an Employee’s Service for any Period of Severance of less than 12-consecutive months and will express fractional periods of Service in days.

(a) **Elapsed Time – Break in Service.** Under the Elapsed Time Method, a Break in Service is a Period of Severance of at least 12-consecutive months. In the case of an Employee who is absent from

work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date the Employee is otherwise absent from Service does not constitute a Break in Service.

(b) **Elapsed Time – Period of Severance.** A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged, or dies or if earlier, the first 12-month anniversary of the date on which the Employee otherwise is absent from Service for any other reason (including disability, vacation, leave of absence, layoff, etc.).

(E) **Maternity or Paternity Leave and Family and Medical Leave Act.** Solely for purposes of determining whether an Employee incurs a Break in Service under any provision of this Plan, the Plan must credit Hours of Service during the Employee's unpaid absence period: (1) due to maternity or paternity leave; or (2) as required under the Family and Medical Leave Act. An Employee is on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Plan credits Hours of Service under this Section 1.40(E) on the basis of the number of Hours of Service for which the Employee normally would receive credit or, if the Plan cannot determine the number of Hours of Service the Employee would receive credit for, on the basis of 8 hours per day during the absence period. The Plan will credit only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Plan credits all Hours of Service described in this Section 1.40(E) to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his/her absence period begins, the Plan credits these Hours of Service to the immediately following computation period.

(F) **Qualified Military Service.** Hour of Service also includes any Service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u).

1.41 Insurance Company. Insurance Company means the insurance company which issues or provides an Annuity Contract used as an Investment Arrangement hereunder.

1.42 Investment Arrangement and Investment Arrangement Documentation. Investment Arrangement means an Annuity Contract or Custodial Account that satisfies the requirements of Treas. Reg. §1.403(b)-3 that is issued or established for funding amounts held under the Plan. Appendix "D" to the Employer's Adoption Agreement is a list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. Investment Arrangement Documentation means the terms and agreements associated with an Investment Arrangement, such as a Custodial Agreement, an Annuity Contract, or other documents that Investment Arrangement Documentation may reference, such as a service agreement. The Investment Arrangement Documentation, excluding those terms that are inconsistent with the Plan or Code §403(b), is hereby incorporated by reference in the Plan. With respect to any Participant, an Investment Arrangement refers to the Investment Arrangement or Investment Arrangements which hold all or part of the Participant's Account.

1.43 IRS and IRS Guidance. IRS means the Internal Revenue Service. When discussing regulations or other guidance, IRS also includes the United States Treasury. IRS Guidance includes Treasury regulations and other guidance of general applicability appearing in the Internal Revenue Bulletin.

1.44 [Reserved]

1.45 Limitation Year. Limitation Year means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 4.04, the Limitation Year shall be the Limitation Year in the Defined Contribution Plan controlled by the Participant.

1.46 Mandatory Employee Contribution. Mandatory Employee Contribution means a pre-tax Employee contribution which the Employee agrees to make as a condition of employment. Mandatory Employee Contributions also include contributions made pursuant to an Employee's irrevocable one-time election, as described in Section 1.24(F). Mandatory Employee Contributions are treated as pretax Nonelective Contributions and are 100% Vested at all times.

1.47 Matching Contribution. Matching Contribution means a fixed or discretionary contribution the Employer makes on account of Elective Deferrals or on account of Employee Contributions. Matching Contributions are limited to contributions made on account of Elective Deferrals or Employee Contributions under this Plan unless otherwise specified by the Employer in its Adoption Agreement. Matching Contributions also include Participant forfeitures allocated on account of such Elective Deferrals or Employee Contributions.

(A) Fixed Matching Contribution. Fixed Matching Contribution means a Matching Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula in the Adoption Agreement. Under the formula, the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Elective Deferrals or Employee Contributions eligible for a match.

(B) Discretionary Matching Contribution. Discretionary Matching Contribution means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. The Employer retains discretion over the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "matching formula"), except as the Employer otherwise elects in its Adoption Agreement.

(C) Regular Matching Contribution. Regular Matching Contribution means a Matching Contribution which is not a Safe Harbor Matching Contribution or an Additional Matching Contribution.

1.48 Nonelective Contribution. Nonelective Contribution means a fixed or discretionary Employer Contribution which is not a Matching Contribution.

(A) Fixed Nonelective Contribution. Fixed Nonelective Contribution means a Nonelective Contribution which the Employer, subject to satisfaction of allocation conditions, if any, must make pursuant to a formula (based on Compensation of Participants who will receive an allocation of the contributions or otherwise) in the Adoption Agreement. See Section 3.04(A)(2).

(B) Discretionary Nonelective Contribution. Discretionary Nonelective Contribution means a Nonelective Contribution which the Employer in its sole discretion elects to make to the Plan. See Section 3.04(A)(1).

(C) QNEC. QNEC means a qualified nonelective contribution which is 100% Vested at all times and which is subject to the distribution restrictions described in Section 6.01(E). Nonelective Contributions are not 100% Vested at all times if the Employee has a 100% Vested interest solely because of his/her Years of Service taken into account under a vesting schedule. Any Nonelective Contributions allocated to a Participant's QNEC Account under the Plan automatically satisfy and are subject to the QNEC definition.

1.49 NHCE. NHCE means a nonhighly compensated employee, which is any Employee who is not an HCE.

1.50 Participant. Participant means an Eligible Employee who becomes a Participant in accordance with the provisions of Section 2.01. Once an Eligible Employee becomes a Participant, he or she will remain a Participant so long as he or she has an Account in the Plan.

1.51 Participation Agreement. Participation Agreement means the Adoption Agreement page or pages or, if acceptable to the Practitioner in its sole discretion, other separate agreement executed by one or more Related Employers (or in a multiple employer plan, other Eligible Employers) to become a Participating Employer.

(A) Permissible Variations of Participation Agreement. The Participation Agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the Participation Agreement, the Signatory Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its Participation Agreement to the Employer's Adoption Agreement. To the extent that the Participation Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Signatory Employer. If a Participating Employer does not make any permissible Participation Agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the Signatory Employer.

1.52 Plan. Plan means the 403(b) Plan established or continued by the Employer in the form of this Volume Submitter Plan, including the Adoption Agreement under which the Employer has elected to establish this Plan. The Plan is not intended to be a Code §§401(a), 403(a) or 457(b) plan. The Employer must designate the name of the Plan in its Adoption Agreement. An Employer may execute more than one Adoption Agreement offered under this Plan, each of which will constitute a separate Plan established or continued by that Employer. The Plan created by each adopting Employer is a separate Plan, independent from the plan of any other employer adopting this Volume Submitter Plan. All section references within this basic plan document or Adoption Agreement are Plan section references unless the context clearly indicates otherwise. The Plan includes any Appendix (and attachments thereto) permitted by the basic plan document or by the Employer's Adoption Agreement and which the

Employer attaches to its Adoption Agreement. The Plan Administrator or others, as described more fully in Section 1.53 may perform any action the Plan is to perform hereunder.

(A) **Frozen Plan.** See Section 3.01(F).

1.53 Plan Administrator. Plan Administrator means the person, committee, or organization selected in the Adoption Agreement to administer the Plan and perform duties attributable to the Plan. If no Plan Administrator is identified in the Adoption Agreement, then the Employer is the Plan Administrator. Functions of the Plan Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). If the Employer is the Plan Administrator, any requirement under the Plan for communication between the Employer and the Plan Administrator automatically is deemed satisfied, and the Employer has discretion to determine the manner of documenting any decision deemed to be communicated under this provision. See Section 7.02(F) regarding delegation of authority in general and Section 7.01(H) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

1.54 Plan Year. Plan Year means the consecutive month period the Employer specifies in its Adoption Agreement.

1.55 Practitioner. Practitioner means the Volume Submitter Practitioner identified in the heading to the plan.

1.56 [Reserved]

1.57 Public School. Public School means a State-sponsored Educational Organization.

1.58 QDRO. QDRO means a qualified domestic relations order under Code §414(p). A "domestic relations order" is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, made pursuant to the domestic relations law of any State.

1.59 Qualified Military Service. Qualified Military Service means qualified military service as defined in Code §414(u)(5). Notwithstanding any provision in the Plan to the contrary, as to Qualified Military Service, the Plan will credit Service under Section 1.40(C), the Employer will make contributions to the Plan and the Plan will provide benefits in accordance with Code §414(u).

1.60 Restated Plan. Restated Plan means a plan the Employer adopts in substitution for, and in amendment of, an existing plan, as the Employer elects in its Adoption Agreement. The provisions of this Plan, as a Restated Plan, apply solely to an Employee whose employment with the Employer terminates on or after the restated Effective Date of the Plan, except as otherwise set forth in the Adoption Agreement.

1.61 [Reserved]

1.62 Rollover Contribution. Rollover Contribution means an amount of cash or property (including a Participant loan from another plan subject to the rules of the Vendor) which the Code permits an Eligible Employee or Participant to transfer directly or indirectly to this Plan from another Eligible Retirement Plan (or vice versa) within the meaning of Code §402(c)(8)(B) and Section 6.08(F)(2), except that the Plan may permit an In-Plan Roth Rollover Contribution as provided in Section 3.08(E). Subject to the terms of the Investment Arrangement Documentation and the Vendor's operational capabilities, the term "Rollover Contribution" includes a rollover of Employee Contributions and, if the Employer has elected Roth Deferrals in the Adoption Agreement, a rollover of designated Roth contributions. The Plan Administrator shall establish sub-accounts to the extent necessary to accurately recordkeep Rollover Contributions of Employee Contributions and rollovers of designated Roth contributions to the Plan.

(A) **In-Plan Roth Rollover Contribution.** In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of Protected Benefits in accordance with clause (c) of Section 3.08(E)(3)(d).

(B) In-Plan Roth Rollover Contribution Account. In-Plan Roth Rollover Contribution Account means the sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

1.63 [Reserved]

1.64 Salary Reduction Agreement. Salary Reduction Agreement means a Participant's written election to reduce his or her Compensation (and have that amount contributed as Elective Deferrals to the Plan). Disclosures required by the Plan to be included in a Salary Reduction Agreement may be included in one or more documents that together are deemed to constitute such Salary Reduction Agreement. The Plan Administrator shall determine whether a Participant's affirmative election to reduce his or her Compensation by 0% or \$0 constitutes an effective Salary Reduction Agreement for purposes of Article 3.

1.65 Separation from Service or Severance from Employment. "Separation from Service" or "Severance from Employment" "occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under Treas. Reg. §1.403(b)-2(b)(8), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an Eligible Employer or (b) the Employee is employed or in a capacity that is not employment with an eligible employer.

1.66 Service. Service means any period of time the Employee is in the employ of the Employer, including any period the Employee is on an unpaid leave of absence authorized by the Employer under a uniform policy applicable to all Employees. See Section 1.29(B) related to Service for Related Employers.

(A) Predecessor Employer. A Predecessor Employer is an employer that previously employed one or more of the Employees.

(B) Predecessor Employer Service. If the Employer maintains (by adoption, plan merger or transfer) the plan of a Predecessor Employer, Service includes service of the Employee with such Predecessor Employer.

(C) Elective Service Crediting. Except as provided in Section 1.66(B), the Plan does not credit Service with the Predecessor Employer unless the Employer, in its Adoption Agreement (or in a Participation Agreement, if applicable) elects to credit designated Predecessor Employer Service and specifies the purposes for which the Plan will credit service with that Predecessor Employer. Unless the Employer under its Adoption Agreement provides for this purpose specific Entry Dates, an Employee who satisfies the Plan's eligibility condition(s) by reason of the crediting of Predecessor Employer Service will enter the Plan in accordance with the provisions of Article 2 as if the Employee were a re-employed Employee on the first day the Plan credits Predecessor Employer Service.

1.67 State. State means a State, a political subdivision of a State, or any agency of instrumentality of a State, and includes the District of Columbia. In determining whether an individual is a Public School Employee, a State includes an Indian tribal government.

1.68 Successor Plan. Successor Plan means a plan in which at least 50% of the Eligible Employees of the first Plan Year were eligible under another 403(b) Plan maintained by the Employer in the prior Plan Year.

1.69 Taxable Year. Taxable Year means the taxable year of a Participant.

1.70 Vested. Vested means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant's Accumulated Benefit or to a portion thereof if not 100% vested.

1.71 USERRA. USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

1.72 Vendor. Vendor means the provider of an Annuity Contract or Custodial Account, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider or recordkeeper of that Investment Arrangement. With regard to a Participant, the Vendor is the provider or recordkeeper of any Investment Arrangement holding an Account for the Participant. The Plan may have more than one Vendor.

1.73 Year of 403(b) Service. For purposes of determining Includible Compensation or Special Catch-Up Contributions, Year of 403(b) Service means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a

part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e). An Employee's number of Years of 403(b) Service equals the aggregate of such years or parts of years. The work period is the Employer's annual work period.

ARTICLE 2. ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Eligible Employee becomes a Participant in the Plan in accordance with the eligibility conditions the Employer elects in its Adoption Agreement. The Employer may elect different age and service conditions for different Contribution Types under the Plan.

(A) Elective Deferrals and Universal Availability. The provisions of this Section 2.01(A) apply if the Employer is not a Church or if the Employer does not maintain another plan that satisfies the universal availability requirements of Code §403(b)(12). An Employee, other than an Excluded Employee with regard to Elective Deferrals, becomes a Participant in the Elective Deferral portion of the Plan upon becoming employed by the Employer, subject to the Employer's reasonable administrative procedures. The Employer will provide a notice of the right to make a deferral election to the Employee within 30 days after commencement of employment (or, if later, 30 days after the date the Employee ceases to be an Excluded Employee). If the Plan places any restrictions on a Participant's right to make a deferral election, the Participant, at a minimum, must have the right to make an initial deferral election within a 30-day period following the date the notice is provided. In no event may a Participant's deferral election be effective prior to the Effective Date of the Plan. For purposes of this Paragraph, an Employee of a Related Employer that is not a Participating Employer is an Excluded Employee with respect to Elective Deferrals.

(B) Other Contributions. The provisions of this Section 2.01(B) apply to Employer Contributions and Employee Contributions, and do not apply to Elective Deferrals. However, if the Employer is a Church or if the Employer maintains another plan that satisfies the universal availability requirements of Code §403(b)(12), then the provisions of this Section 2.01(B) also apply to Elective Deferrals.

(1) **Eligibility Conditions.** The Employer in its Adoption Agreement will elect the age and service conditions applicable to Employer Contributions or Employee Contributions (or Elective Deferrals if the Employer is a Church), if any. For purposes of an Eligible Employee's participation in Employer Contributions or Employee Contributions, the Plan may not impose an age condition exceeding age 21 and may not require completion of more than one Year of Service, except as provided under Sections 2.02(E), (G), or (H).

(2) **New Plan.** Any Eligible Employee who has satisfied the Plan's eligibility conditions and who has reached his/her Entry Date as of the Effective Date is eligible to participate as of the Effective Date, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate: (1) upon satisfaction of the eligibility conditions and reaching his/her Entry Date; or (2) upon reaching his/her Entry Date if such Employee had already satisfied the eligibility conditions prior to the Effective Date.

(3) **Restated Plan.** If this Plan is a Restated Plan, each Employee who was a Participant in the Plan on the day before the restated Effective Date continues as a Participant in the Restated Plan, irrespective of whether he/she satisfies the eligibility conditions of the Restated Plan, unless the Employer provides otherwise in its Adoption Agreement.

(4) **Special Eligibility Effective Date (Dual Eligibility).** The Employer in its Adoption Agreement may elect to provide a special Effective Date for the Plan's eligibility conditions, with the effect that such conditions may apply only to Employees who are employed by the Employer after a specified date.

2.02 APPLICATION OF SERVICE CONDITIONS. The Plan Administrator will apply this Section 2.02 in administering the Plan's eligibility service condition(s) for Employer Contributions, Mandatory Employee Contributions and Employee Contributions (and, if the Employer is a Church or the Employer maintains another plan that satisfies the universal availability requirements, Elective Deferrals), if any. Except with regard to a Church, this Section will not apply to Elective Deferrals.

(A) Definition of Year of Service. A Year of Service for purposes of an Employee's participation in the Plan, means the applicable Eligibility Computation Period under Section 2.02(C), during which the Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Eligibility Computation Period.

(B) Counting Years of Service. For purposes of an Employee's participation in the Plan, the Plan counts all of an Employee's Years of Service, except as provided in Section 2.03.

(C) Initial and Subsequent Eligibility Computation Periods. If the Plan requires one Year of Service for eligibility and an Employee does not complete one Year of Service during the Initial Eligibility Computation Period, the Plan measures Subsequent Eligibility Computation Periods in accordance with the Employer's election in its Adoption Agreement. If the Plan measures Subsequent Eligibility Computation Periods on a Plan Year basis, an Employee who receives credit for the required number of Hours of Service during the Initial Eligibility Computation Period and also during the first applicable Plan Year receives credit for two Years of Service under Article 2.

- (1) **Definition of Eligibility Computation Period.** An Eligibility Computation Period is a 12-consecutive month period.
- (2) **Definition of Initial Eligibility Computation Period.** The "Initial Eligibility Computation Period" is the Employee's Anniversary Year which begins on the Employee's Employment Commencement Date.
- (3) **Definition of Anniversary Year.** An Employee's "Anniversary Year" is the 12-consecutive month period beginning on the Employee's Employment Commencement Date or on anniversaries thereof.
- (4) **Definitions of Employment Commencement Date and Re-Employment Commencement Date.** An Employee's Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer. An Employee's Re-Employment Commencement Date is the date on which the Employee first performs an Hour of Service for the Employer after the Employer re-employs the Employee.
- (5) **Definition of Subsequent Eligibility Computation Period.** A Subsequent Eligibility Computation Period is any Eligibility Computation Period after the Initial Eligibility Computation Period, as the Employer elects in its Adoption Agreement.

(D) Entry Date. The Employer in its Adoption Agreement elects the Entry Date(s) and elects whether such Entry Date(s) are retroactive, coincident with or next following an Employee's satisfaction of the Plan's eligibility conditions. The Employer may elect to apply different Entry Dates to different Contribution Types.

- (1) **Definition of Entry Date.** See Section 1.31.

(E) Alternative Service Conditions. The Employer in its Adoption Agreement may elect to impose for eligibility a condition of less than one Year of Service or of more than one Year of Service, but not exceeding two Years of Service. If the Employer elects an alternative Service condition to one Year of Service or two Years of Service, the Employer must elect in its Adoption Agreement the Hour of Service and other requirement(s), if any, after the Employee completes one Hour of Service. Under any alternative Service condition election, the Plan may not require an Employee to complete more than one Year of Service (1,000 Hours of Service in 12-consecutive months) or two Years of Service if applicable.

- (1) **[Reserved]**
- (2) **[Reserved]**

- (3) **Months and Days.** The Plan Administrator may, on a uniform and consistent basis, apply Plan provisions relating to months based on a 30-day month, or may adopt other reasonable conventions as it may deem beneficial for efficient Plan administration.

(F) Equivalency or Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Equivalency Method or the Elapsed Time Method in applying the Plan's eligibility Service condition, the Plan Administrator will credit Service in accordance with Sections 1.40(D)(2) and (3).

(G) Governmental and Church Plans. The limitations of this Article on age and service requirements and selection of Entry Dates will not apply if the Plan is a Governmental Plan or a Church Plan.

(H) Maximum Age for Educational Institution. If (1) this Plan is maintained exclusively for Employees of an educational organization as defined in Code §170(b)(1)(A)(ii); (2) the Plan does not require more than one Year of Service as a condition for entry; and (3) the Plan provides full vesting after no more than one Year of Service, the maximum age restriction of Section 2.01(B)(1) is applied by substituting "26" for "21."

2.03 BREAK IN SERVICE – PARTICIPATION. The Plan Administrator will apply this Section 2.03 if any Break in Service rule applies under the Plan. The Break in Service rules do not apply to Elective Deferrals.

(A) **Definition of Break in Service.** For purposes of this Article 2, an Employee incurs a Break in Service if during any applicable Eligibility Computation Period he/she does not complete more than 500 Hours of Service with the Employer. The Eligibility Computation Period under this Section 2.03(A) is the same as the Eligibility Computation Period the Plan uses to measure a Year of Service under Section 2.02. On a uniform basis, the Plan Administrator may disregard a Break in Service for an Eligibility Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service under Section 1.40(D)(3), a Participant incurs a "Break in Service" if the Participant has a Period of Severance of at least 12 consecutive months.

(B) **Two Year Eligibility.** If the Employer under the Adoption Agreement elects a two Years of Service eligibility condition, an Employee who incurs a one year Break in Service prior to completing two Years of Service: (1) is a new Employee, on the date he/she first performs an Hour of Service for the Employer after the Break in Service; (2) the Plan disregards the Employee's Service prior to the Break in Service; and (3) the Employee establishes a new Employment Commencement Date for purposes of the Initial Eligibility Computation Period under Section 2.02(C).

(C) **USERRA.** An Employee who has completed Qualified Military Service and who the Employer has rehired under USERRA, does not incur a Break in Service under the Plan by reason of the period of such Qualified Military Service.

(D) **Adoption Agreement Provisions.** The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of eligibility for Employer Contributions, based on Separation from Service or Break in Service.

2.04 PARTICIPATION UPON RE-EMPLOYMENT. The provisions of Paragraphs (A), (B), and (C) of this Section 2.04 apply to Employer Contributions, Employee Contributions and (if the Employer is a Church), Elective Deferrals. An Employee who incurs a Separation from Service will enter or re-enter the Plan as a Participant for purposes of Elective Deferrals on his/her Re-employment Commencement Date (provided he/she is not an Excluded Employee), unless the Employer is a Church.

(A) **Rehired Participant Has Immediate Re-Entry.** A Participant who incurs a Separation from Service will re-enter the Plan as a Participant on the date of his/her Re-Employment Commencement Date (provided he/she is not an Excluded Employee), subject to any Break in Service rule, if applicable, under Section 2.03.

(B) **Rehired Eligible Employee Who Had Satisfied Eligibility.** An Eligible Employee who satisfies the Plan's eligibility conditions, but who incurs a Separation from Service prior to becoming a Participant, subject to any Break in Service rule, if applicable, under Section 2.03, will become a Participant on the later of: (1) the Entry Date on which he/she would have entered the Plan had he/she not incurred a Separation from Service; or (2) his/her Re-Employment Commencement Date.

(C) **Rehired Eligible Employee Who Had Not Satisfied Eligibility.** An Eligible Employee who incurs a Separation from Service prior to satisfying the Plan's eligibility conditions, becomes a Participant in accordance with the Employer's Adoption Agreement elections. The Plan Administrator, for purposes of applying any shift in the Eligibility Computation Period, takes into account the Employee's prior Service and the Employee is not treated as a new hire.

2.05 CHANGE IN EMPLOYMENT STATUS. The Plan Administrator will apply this Section 2.05 if the Employer in its Adoption Agreement elected to exclude any Employees as Excluded Employees. Although the provisions of this Section describe exclusion from the Plan as a whole, the Plan Administrator will apply the principles of this Section as appropriate to an individual excluded from one or more Contribution Types, as authorized in Section 1.35.

(A) **Participant Becomes an Excluded Employee.** If a Participant has not incurred a Separation from Service but becomes an Excluded Employee, during the period of exclusion the Excluded Employee: (i) will not share in the allocation of any Employer Contributions or Participant forfeitures, based on Compensation paid to the Excluded Employee during the period of exclusion; (ii) may not make Employee Contributions or, unless permitted by the Vendor, Rollover Contributions; and (iii) may not make Elective Deferrals as to Compensation paid to the Excluded Employee during the period of exclusion.

(1) **Vesting, Accrual, Break in Service and Earnings.** A Participant who becomes an Excluded Employee under this Section 2.05(A) continues: (a) to receive Service credit for vesting under Article 5 for each included vesting Year of Service; (b) to receive Service credit for applying any allocation conditions under Section 3.06 as to Employer Contributions accruing for any non-excluded period; (c) to receive Service credit in applying the Break in Service rules; and (d) to share fully in Earnings under Article 7.

(2) **Resumption of Eligible Employee Status.** If a Participant who becomes an Excluded Employee subsequently resumes status as an Eligible Employee, the Participant will participate in the Plan immediately upon resuming eligible status, subject to the Break in Service rules, if applicable, under Section 2.03.

(B) **Excluded Employee Becomes Eligible.** If an Excluded Employee who is not a Participant becomes an Eligible Employee, he/she will participate immediately in the Plan if he/she has satisfied the Plan's eligibility conditions and would have been a Participant had he/she not been an Excluded Employee during his/her period of Service. An Excluded Employee receives Service credit for eligibility, for allocation conditions under Section 3.06 (but the Plan disregards Compensation paid while excluded) and for vesting under Article 5 for each included vesting Year of Service, notwithstanding the Employee's Excluded Employee status.

2.06 TERMINATION OF PARTICIPATION. Once an Eligible Employee becomes a Participant, he or she will continue to be a Participant until the Plan distributes the Participant's entire Account Balance.

ARTICLE 3. PLAN CONTRIBUTIONS AND FORFEITURES

3.01 CONTRIBUTION TYPES. The Employer in its Adoption Agreement will elect the Contribution Type(s) and any formulas, allocation methods, conditions and limitations applicable thereto, except where the Plan expressly reserves discretion to the Employer or to the Plan Administrator.

(A) **Application of Limits.** The Employer will not make a contribution to an Investment Arrangement for any Plan Year to the extent the contribution would exceed any Article 4 limit or other Plan limit.

(B) **Compensation for Allocations and Limitations.** The Plan Administrator will allocate all Employer Contributions and Elective Deferrals based on the definition of Compensation the Employer elects in its Adoption Agreement for a particular Contribution Type. Except for a Plan maintained by a Church, the Plan Administrator in allocating such contributions must limit each Participant's Compensation in accordance with the provisions of Section 1.11(E).

(C) **Allocation Conditions.** The Plan Administrator will allocate Employer Contributions only to those Participants who satisfy the Plan's allocation conditions under Section 3.06, if any, for the Contribution Type being allocated.

(D) **Time of Payment of Contribution.** The Employer may pay Employer Contributions for any Plan Year in one or more installments without interest. Unless otherwise required by the relevant Investment Arrangement Documentation or the Code, the Employer may make an Employer Contribution to the Plan for a particular Plan Year at such time(s) as the Employer in its sole discretion determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate the Plan Year for which the Employer is making the Employer Contribution. The Plan Administrator will allocate the contribution accordingly.

(E) **Return of Employer Contribution.** The Employer contributes to the Plan on the condition its contribution is not due to a mistake of fact.

(1) **Request for Contribution Return and Timing.** The Vendor, upon written request from the Employer, must return to the Employer (or, if applicable, directly to the Participant) the amount of the Employer Contribution made by the Employer by mistake of fact.

(2) **Earnings.** The Vendor will adjust the amount of the Employer Contribution returnable under this Section 3.01(E) for any Earnings attributable to the contribution.

(3) **Evidence.** The Vendor may require the Employer to furnish the Vendor whatever evidence the Vendor deems necessary to enable the Vendor to confirm the amount the Employer has requested be returned can be returned consistent with the Code.

(F) **Frozen Plans.** The Employer in its Adoption Agreement (or in an Employer resolution subsequently reflected in an executed Adoption Agreement) may elect to treat the Plan as a Frozen Plan. Under a Frozen Plan, the Employer and the Participants will not make any new contributions to the Plan (other than loan repayments). The Plan provisions, other than those requiring contributions, continue in effect until the Employer terminates the Plan. An Eligible Employee will not become a Participant in a Frozen Plan after the date the Plan becomes a Frozen Plan.

3.02 ELECTIVE DEFERRALS. If the Employer in its Adoption Agreement elects to permit Elective Deferrals, the provisions of this Section 3.02 will apply. A Participant's Elective Deferrals will be made pursuant to a Salary Reduction Agreement unless the Employer elects in its Adoption Agreement to apply the Automatic Deferral provision under Section

3.02(B). 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.

(A) Administrative Provisions. The Salary Reduction Agreement shall be made through a form provided by, and filed with, the Plan Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Salary Reduction Agreement, shall be included in other records maintained under the Plan.

(1) **Minimum and Maximum Amount.** The Salary Reduction Agreement may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a different amount (but not in excess of \$200) from time to time. The Salary Reduction Agreement may also establish a uniform maximum deferral limit.

(2) **Termination.** Any election on a Salary Reduction Agreement shall remain in effect until a new election is filed or the election is revoked or, subject to the Vendor's operational capabilities, cancelled. The termination of a Participant's employment automatically revokes the Participant's election with regard to Compensation earned after the Participant is rehired.

(3) **Effective Date.** A Salary Reduction Agreement may not be effective earlier than the following date which occurs last: (1) under Article 2, the Participant's Entry Date or, in the case of a re-hired Employee, his/her re-participation date; (2) the execution date of the Salary Reduction Agreement; (3) the date the Employer adopts the 403(b) Plan; or (4) the Effective Date of the 403(b) Plan. Subject to these limitations, the Salary Reduction Agreement shall be effective as soon as administratively practical after execution.

(4) **Compensation.** A Salary Reduction Agreement must specify the dollar amount of Compensation or the percentage of Compensation the Participant wishes to defer. The Salary Reduction Agreement will apply: (1) only to Compensation which becomes currently available after the effective date of the Salary Reduction Agreement; and (2) to all or to such Elective Deferral Compensation as the Salary Reduction Agreement indicates, including any Participant elections made in the Salary Reduction Agreement. Also see Section 1.11(G) relating to non-cash Compensation. Participants may not make Elective Deferrals from amounts that are not Code §415 Compensation under Section 4.05(D). In addition, a Participant may not make Elective Deferrals from amounts which are not Compensation under Section 1.11 even if 415 Compensation is more inclusive. In determining Compensation from which a Participant may make Elective Deferrals, the Compensation dollar limitation described in Section 1.11(E) does not apply.

(5) **Additional Rules.** The Plan Administrator in the Plan's Salary Reduction Agreement form, or in a Salary Reduction Agreement policy will specify additional rules and restrictions applicable to a Participant's Salary Reduction Agreement, including but not limited to those regarding the timing, frequency and mechanics of changing or revoking a Salary Reduction Agreement or any uniform limitations with regard to deferrals in addition to those otherwise provided in the Plan. Any such rules and restrictions must be consistent with the Plan and with the Code. The Plan Administrator may provide more than one Salary Reduction Agreement form for use in specific situations.

(B) Automatic Deferrals. The Employer in its Adoption Agreement will elect whether to apply or not apply the Automatic Deferral provisions. The Employer may elect the Automatic Deferral provisions under Section 3.02(B)(1) (an ACA) or Section 3.02(B)(2) (an EACA). The Plan Administrator will treat Automatic Deferrals as Elective Deferrals for all purposes under the Plan, including application of limitations and distributions. If the Employer in its Adoption Agreement has elected to permit Roth Deferrals, Automatic Deferrals are Pre Tax Deferrals unless the Employer in Appendix B to its Adoption Agreement elects otherwise. Automatic Deferrals will not apply to a Participant until after the Participant has had a reasonable period of time after being informed of the automatic deferral procedure to make a Contrary Election (and, if applicable, an investment election). The Plan Administrator shall direct the Vendor regarding the operational details of the Employer's elected Automatic Deferral provisions, to the extent not explicitly set forth in the Adoption Agreement and subject to the Vendor's operational capabilities.

(1) **Automatic Contribution Arrangement (ACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Automatic Contribution Arrangement ("ACA"), effective as of the date the Employer elects in the Adoption Agreement (the "ACA Effective Date"), and the provisions of this Section 3.02(B)(1) will apply. The Employer may elect in the Adoption Agreement to implement scheduled increases to the Automatic Deferral Percentage in Plan Years following the ACA Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral provisions first apply to a Participant, as specified in the Adoption Agreement).

(a) **Participants Subject to ACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the ACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the ACA Effective Date.

(i) **ACA Effective Date.** ACA Effective Date means the date on which the ACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An ACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's ACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the ACA, consistent with the objective of affording the Participant a reasonable period of time after receipt of the ACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Effect of Contrary Election.** A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral, unless the Plan Administrator elects to subject such Participants to the Automatic Deferral at a subsequent time through a re-solicitation process. If such Participant's Contrary Election is 0%, he/she will not be subject to any scheduled increases thereto, unless the Participant later modifies his/her Contrary Election to an amount greater than 0%. A Participant's Contrary Election continues in effect until the Participant subsequently changes his/her Salary Reduction Agreement or the Salary Reduction Agreement is revoked.

(2) **Eligible Automatic Contribution Arrangement (EACA).** If the Employer elects in its Adoption Agreement, the Employer maintains a Plan with Automatic Deferral provisions as an Eligible Automatic Contribution Arrangement ("EACA"), effective as of the date the Employer elects in its Adoption Agreement and the provisions of this Section 3.02(B)(2) will apply.

(a) **Participants Subject to EACA.** The Employer in its Adoption Agreement will elect which Participants are subject to the EACA Automatic Deferral on the Effective Date thereof, including some or all current Participants and those Employees who become Participants after the EACA Effective Date.

(i) **EACA Effective Date.** EACA Effective Date means the date on which the EACA goes into effect, either as to the overall Plan or as to an individual Participants as the context requires. An EACA becomes effective as to the Plan as of the date the Employer elects in its Adoption Agreement. A Participant's EACA Effective Date is as soon as practicable after the Participant is subject to Automatic Deferrals under the EACA, consistent with the objective of affording the Participant a reasonable period of time after receipt of the EACA notice to make a Contrary Election (and, if applicable, an investment election).

(b) **Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(i) **Years of Participation.** The Automatic Deferral Percentage varies based on the number of Plan Years (or portions of years) the Participant has participated in the Plan while the Plan has applied EACA provisions;

(ii) **No Reduction From Prior Default Percentage.** The Employer elects in the Adoption Agreement not to apply Automatic Deferrals to a Participant whose Elective deferrals immediately prior to the EACA's Effective Date were higher than the Automatic Deferral Percentage;

(iii) **Applying Statutory Limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code §§402(g) (determined without regard to Age 50 Catch-Up Deferrals), or 415;

(iv) **No Deferrals During Hardship Suspension.** The Plan does not apply the Automatic Deferral during the period of suspension, if so required under the Plan's hardship distribution provisions, of Participant's right to make Elective Deferrals to the Plan following a hardship distribution; or

- (v) **Disaggregated Groups.** The Plan applies different Automatic Deferral Percentages to different groups if the groups can be disaggregated under Treas. Reg. §1.410(b)-7.
- (c) **EACA Notice.** The Plan Administrator annually will provide a notice to each Covered Employee within a reasonable period prior to each Plan Year the Employer maintains the Plan as an EACA (“EACA Plan Year”).
- (i) **Deemed Reasonable Notice.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.
- (ii) **Mid-Year Notice for New Participant or Plan.** If: (A) an Employee becomes eligible to make Elective Deferrals in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that Plan Year; or (B) the Employer adopts mid-year a new Plan as a EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Elective Deferrals. However, if it is not practicable for the Plan Administrator to provide the notice on or before the date an Employee becomes a Participant, then the notice nonetheless will be treated as provided timely if the Plan Administrator provides the notice as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.
- (iii) **Content.** The EACA notice must provide comprehensive information regarding the Participants’ rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant.
- (d) **EACA Permissible Withdrawal.** The Employer will elect in its Adoption Agreement whether a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) under the provisions of this Section 3.02(B)(2)(d). Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.
- (i) **Amount.** If a Participant elects a permissible withdrawal under this Section 3.02(B)(2)(d), then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for Earnings to the date of the distribution). The Plan Administrator may account separately for Automatic Deferrals, in which case the Plan will distribute the entire Account. If the Plan Administrator does not account separately for the Automatic Deferrals, then the Plan must determine Earnings in a manner similar to the rules provided in Treas. Reg. §1.401(k)-2(b)(2)(iv) for the distribution of excess contributions in a 401(k) plan.
- (ii) **Fees.** Notwithstanding Section 3.02(B)(2)(d)(i), the Plan Administrator may reduce the permissible withdrawal amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section 3.02(B)(2)(d)(ii), than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this Paragraph.
- (iii) **Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as the Employer specifies in its Adoption Agreement (but not less than 30 days), after the Automatic Enrollment Effective Date under the EACA. For this purpose, the Automatic Enrollment Effective Date is the date that the Participant becomes subject to the Automatic Enrollment provisions of the Plan and his or her Compensation, which otherwise would have been includible in the Participant’s gross income, becomes subject to the Automatic Deferral provisions of the Plan. For purposes of the preceding sentence, EACAs under the Plan are aggregated, except that the mandatory disaggregation rules of Code §410(b) apply. In addition, a Participant’s withdrawal right is not restricted due to the Participant making a Contrary Election during the 90-day period (or shorter period as the Employer specifies in its Adoption Agreement).
- (iv) **Rehired Employees.** For purposes of Section 3.02(B)(2)(b)(i), the Plan Administrator will treat an Employee who for an entire Plan Year did not have contributions made pursuant to a

default election under the EACA as having not had such contributions for any prior Plan Year as well.

(v) **Effective Date of the Actual Withdrawal Election.** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of: (A) the pay date of the second payroll period beginning after the Participant makes the election; or (B) the first pay date that occurs at least 30 days after the Participant makes the election. The election also will be deemed to be the Participant's Contrary Election to have no Elective Deferrals made to the Plan. However, the Participant may subsequently make a deferral election hereunder.

(vi) **Related Matching Contributions.** The Plan Administrator will not take into account any deferrals withdrawn pursuant to this Section 3.02(B)(2)(d) in computing and allocating Matching Contributions. If the Employer already has allocated Matching Contributions to the Participant's account with respect to Elective Deferrals being withdrawn pursuant to this Section, the Plan must forfeit the Matching Contributions, as adjusted for Earnings.

(vii) **Treatment of Withdrawals.** With regard to Elective Deferrals withdrawn pursuant to this Section 3.02(B)(2)(d): (A) the Plan Administrator will disregard such Deferrals for purposes of the Elective Deferral Limit under Section 4.10(A); and (B) such Deferrals are not subject to any spousal consent requirements imposed by the Plan).

(e) **Effect of Contrary Election and Covered Employee Status.** A Participant's Contrary Election continues in effect until the Participant subsequently revokes or modifies his/her Salary Reduction Agreement, or, subject to the Vendor's operational capabilities, the Contrary Election expires. A Participant who makes a Contrary Election is not thereafter subject to the Automatic Deferral, unless the Plan Administrator elects to subject such Participants to the Automatic Deferral at a subsequent time through a re-solicitation process. If such Participant's Contrary Election is 0%, he or she will not be subject to any scheduled increases thereto.

(i) **Covered Employee.** A Covered Employee is a Participant who is subject to the EACA. The Employer in its Adoption Agreement will elect whether a Participant who makes a Contrary Election is a Covered Employee. A Covered Employee must receive the annual EACA notice even though the Participant's Contrary Election remains in effect. In addition, a Covered Employee who revokes his/her Contrary Election or, subject to the Vendor's operational capabilities, whose Contrary Election expires, is thereafter immediately subject to the EACA Automatic Deferral.

(3) **[Reserved]**

(4) **Automatic Contribution Definitions.** The following definitions apply to all Automatic Contribution Arrangements under this Section 3.02(B):

(a) **Automatic Deferral.** An Automatic Deferral is an Elective Deferral that results from the operation of Section 3.02(B)(1) or Section 3.02(B)(2). Under the Automatic Deferral, the Employer will reduce, as soon as administratively feasible, by the Automatic Deferral Percentage or Amount the Compensation of each Participant subject to the Automatic Deferral, except those Participants who timely make a Contrary Election.

(i) **Automatic Deferral Percentage and Increases.** In general, the Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in its Adoption Agreement including any scheduled increase to the Automatic Deferral Percentage which the Employer may elect (the "Automatic Increase"). If a Participant subject to the Automatic Deferral elected, before the Effective Date of the Automatic Deferral, to defer an amount which is less than the Automatic Deferral Percentage the Employer has elected in its Adoption Agreement, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's Elective Deferral to equal the Automatic Deferral Percentage, including any scheduled increases thereto.

(b) **[Reserved]**

(c) **Contrary Election.** A Contrary Election is a Participant's election made after the ACA or EACA Effective Date not to defer any Compensation or to defer an amount which is more or less than the Automatic Deferral Percentage.

(d) **Contrary Election Effective Date.** A Participant's Contrary Election generally is effective as of the first administratively feasible payroll period which follows the payroll period in which the Participant makes the Contrary Election. However, subject to the Vendor's operational capabilities, a Participant may make a Contrary Election which is effective: (i) for the first payroll period in which he/she becomes a Participant if the Participant makes a Contrary Election within a reasonable period following the Participant's Entry Date and before the Compensation to which the Election applies becomes currently available; or (ii) for the first payroll period following the Effective Date of the Automatic Deferral, if the Participant makes a Contrary Election not later than the Effective Date of the Automatic Deferral.

(C) Elective Deferrals as Employer Contributions. Where the context requires under the Plan, Elective Deferrals are Employer Contributions except: (1) under Section 3.04 relating to allocation of Employer Contributions; (2) under Section 3.06 relating to allocation conditions; and (3) under Section 5.03 relating to vesting.

(D) Qualified Organization Catch-Up. If the Employer is a Qualified Organization, the Employer in its Adoption Agreement may elect to permit a Qualified Participant to make a Qualified Organization Catch-Up Deferral under this Section 3.02(D). Qualified Organization Catch-Up Deferrals are not subject to the Elective Deferral Limit of Section 4.10(A).

(1) **Definition of Qualified Organization Catch-Up Deferral.** For any calendar year in which an Employee has completed at least 15 Years of 403(b) Service with the Qualified Organization, the Elective Deferral Limit will increase by the lesser of (1) \$3,000; (2) \$15,000 reduced by all the Employee's Qualified Organization Catch-up Deferrals for prior Taxable Years; (3) or the excess of \$5,000 multiplied by the number of Years of 403(b) Service of the Employee with the Qualified Organization, over the Employee's deferral contributions made for prior Taxable Years pursuant to Code §§401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code §414(v).

(2) **Definition of Qualified Organization.** For purposes of this Section 3.02(D), a "Qualified Organization" has the same meaning as provided in Treas. Reg. §1.403(b)-4(c)(3)(ii). This includes an educational organization described in Code §170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a Church-Related Organization, or any organization described in Code §414(e)(3)(B)(ii). All entities that are in a Church-Related Organization or an organization controlled by a Church-Related Organization under Code §414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of 403(b) Service and any Qualified Organization Catch-Up Deferrals previously made for a Qualified Participant for a church or other entity within a Church-Related Organization or an organization controlled by the Church-Related Organization are taken into account for purposes of applying this Section 3.02(D) to the Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization).

(3) **Definition of Qualified Participant.** For purposes of this Section 3.02(D), a "Qualified Participant" means a Participant who has completed at least 15 Years of 403(b) Service with the Qualified Organization.

(4) **Application of Annual Additions Limit.** A Qualified Organization Catch-Up Deferral is subject to the Annual Additions Limit in Section 4.05(B).

(5) **Application of Both Catch-Ups.** A Participant, subject to applicable limits, may contribute both a Qualified Organization Catch-Up Deferral and an Age 50 Catch-Up Deferral. The Plan Administrator will treat any amounts so contributed first as a Qualified Organization Catch-Up Deferral.

(6) **Denominational Service.** For purposes of this Section (D), if the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.

(E) Age 50 Catch-Up Deferrals. The Employer in its Adoption Agreement may elect to permit Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals to the Plan under this Section 3.02(E).

(1) **Definition of Catch-Up Eligible Participant.** A Catch-Up Eligible Participant is a Participant who is eligible to make Elective Deferrals and who has attained age 50 or who will attain age 50 before the end of the

Taxable Year in which he/she will make a Catch-Up Deferral. A Participant who dies or who incurs a Separation from Service before actually attaining age 50 in such Taxable Year is a Catch-Up Eligible Participant.

(2) **Definition of Age 50 Catch-Up Deferral.** An Age 50 Catch-up Deferral is an Elective Deferral by a Catch-up Eligible Participant and which exceeds: (a) a Plan limit on Elective Deferrals under Section 3.02(A); (b) the Annual Additions Limit under Section 4.05(B); or (c) the Elective Deferral Limit under Section 4.10(A).

(3) **Limit on Age 50 Catch-Up Deferrals.** A Participant's Age 50 Catch-Up Deferrals for a Taxable Year may not exceed the lesser of: (a) 100% of the Participant's Compensation for the Taxable Year when added to the Participant's other Elective Deferrals; or (b) the Catch-Up Deferral dollar limit in effect for the Taxable Year (\$6,000 for 2017).

(4) **Adjustment After 2017.** After the 2017 Taxable Year, the IRS will adjust the Age 50 Catch-Up Deferral dollar limit in multiples of \$500 under Code §414(v)(2)(C).

(5) **Treatment of Age 50 Catch-Up Deferrals.** Age 50 Catch-Up Deferrals are not: (a) subject to the Annual Additions Limit under Section 4.05(B); or (b) subject to the Elective Deferral Limit under Section 4.10(A).

(6) **Universal Availability.** If the Employer permits Age 50 Catch-Up Deferrals to its Plan, the right of all Catch-Up Eligible Participants to make Age 50 Catch-Up Deferrals must satisfy the universal availability requirement of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit Catch-Up Deferrals, then any Catch-up Eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Catch-Up Deferrals. Any Plan-imposed limit that is based on total Elective Deferrals including Catch-Up Deferrals may not be less than 75% of a Participant's gross Compensation. This Section 3.02(E)(6) will not apply if the Employer is a Church.

(F) Roth Deferrals. The Employer in its Adoption Agreement may elect to permit Roth Deferrals. The Employer must also elect to permit Pre-Tax Deferrals if the Employer elects to permit Roth Deferrals. The Plan Administrator will administer Roth Deferrals in accordance with this Section 3.02(F).

(1) **Treatment of Roth Deferrals.** The Plan Administrator will treat Roth Deferrals as Elective Deferrals for all purposes of the Plan, except where the Plan indicates otherwise.

(2) **Separate Accounting.** The Plan Administrator will establish a Roth Deferral Account for each Participant who makes any Roth Deferrals and Earnings thereon in accordance with Section 7.04(A)(1). The Plan Administrator will establish a Pre-Tax Account for each Participant who makes any Pre-Tax Deferrals in accordance with Section 7.04(A)(1). The Plan Administrator will credit only Roth Deferrals and Earnings thereon (allocated on a reasonable and consistent basis) to a Participant's Roth Deferral Account. The Vendor will be responsible only for contributions made under the Vendor's Investment Arrangement. Any Roth Elective Deferrals under an Investment Arrangement will be allocated to a separate Account maintained under the Investment Arrangement for the Participant's Roth Elective Deferrals.

(3) **No Re-Classification.** An Elective Deferral contributed to the Plan either as a Pre-Tax Deferral or as a Roth Deferral may not be re-classified as the other type of Elective Deferral, provided; however, that a Pre-Tax Deferral may be converted to a Roth Deferral by means of an In-Plan Roth Rollover under Section 3.08(E).

(G) Automatic Escalation of Elective Deferrals. The Employer in its Adoption Agreement will elect whether to apply the Automatic Escalation provisions of this Section 3.02(G) to Salary Reduction Agreements. Such provisions shall apply to Participants with affirmative deferral elections (including Participants with Contrary Elections at a rate greater than zero) and will not apply to Participants who are suspended from making deferral contributions or for whom the Employer is withholding Automatic Deferrals under Section 3.02(B) at the rate specified in the Adoption Agreement, including scheduled increases to the Automatic Deferral Percentage. In its Adoption Agreement, the Employer will specify the Participants to whom Automatic Escalation applies, the amount by which the Elective Deferrals will increase, and the timing of the increase. The Plan Administrator shall direct the Vendor regarding the operational details of the Automatic Escalation provisions from time to time, subject to the Vendor's operational capabilities.

3.03 MATCHING CONTRIBUTIONS. If the Employer elects in its Adoption Agreement to provide for Matching Contributions, the Plan Administrator will apply the provisions of this Section 3.03.

(A) Matching Formula: Type, Rate or Amount, Limitations and Time Period. The Employer in its Adoption Agreement must elect the type(s) of Matching Contributions (Fixed or Discretionary Matching Contributions), and as applicable, the Matching Contribution rate(s) or amount(s), the limit(s) on Elective Deferrals or Employee Contributions subject to match, the limit(s) on the amount of Matching Contributions, and the time period the Plan Administrator will apply in the computation of any Matching Contributions. If the Employer in its Adoption Agreement elects to apply any limit on Matching Contributions based on pay periods or on any other time period which is less than the Plan Year, the Plan Administrator will determine the limits in accordance with the time period specified and will not take into account any other Compensation or Elective Deferrals not within the applicable time period, even in the case of a Participant who becomes eligible for the match mid-Plan Year and regardless of the Employer's election as to Pre-Entry Compensation. Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions only if the Elective Deferrals were made after the Participant became eligible for the match. An Employee becomes "eligible for the match" when the Employee becomes a Participant in the Matching Contribution portion of the Plan.

(1) **Fixed Match.** The Employer in its Adoption Agreement may elect to make a Fixed Matching Contribution to the Plan under one or more formulas.

(a) **Allocation.** The Employer may contribute on a Participant's behalf under a Fixed Matching Contribution formula only to the extent that the Participant makes Elective Deferrals or Employee Contributions which are subject to the formula and if the Participant satisfies the allocation conditions for Fixed Matching Contributions, if any, the Employer elects in its Adoption Agreement.

(2) **Discretionary Match.** The Employer in its Adoption Agreement may elect to make a Discretionary Matching Contribution to the Plan.

(a) **Allocation.** To the extent the Employer makes Discretionary Matching Contributions, the Plan Administrator will allocate the Discretionary Matching Contributions to the Account of each Participant entitled to the match under the Employer's discretionary matching allocation formula and who satisfies the allocation conditions for Discretionary Matching Contributions, if any, the Employer elects in its Adoption Agreement. The Employer under a Discretionary Matching Contribution retains discretion over the amount of its Matching Contributions, and, except as the Employer otherwise elects in its Adoption Agreement, the Employer also retains discretion over the matching formula or formulas. See Section 1.47(B).

(3) **Roth Deferrals.** Unless the Employer elects otherwise in its Adoption Agreement, the Employer's Matching Contributions apply in the same manner to Roth Deferrals as they apply to Pre-Tax Deferrals.

(4) **Contribution Timing.** The time period that the Employer elects for computing its Matching Contributions does not require that the Employer actually contribute the Matching Contribution at any particular time.

(5) **Participating Employers.** If any Participating Employers contribute Matching Contributions to the Plan, the Employer in its Adoption Agreement must elect whether the Plan Administrator will allocate Matching Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes.

(B) Matching Catch-Up Deferrals. The Employer in its Adoption Agreement must elect whether or not to match any Catch-Up Deferrals if the Plan permits Catch-Up Deferrals. The Employer's election to match Catch-Up Deferrals will apply to all Matching Contributions or will specify the Fixed Matching Contributions or Discretionary Matching Contributions which apply to the Catch-Up Deferrals. The Employer's election to match Catch-Ups may apply to Age 50 Catch-Ups, or to Qualified Organization Catch-Ups, or to both.

3.04 NONELECTIVE CONTRIBUTIONS. This Section applies to Nonelective Contributions. Except as provided in Section 3.04(D), the provisions of this Section with regard to Nonelective Contributions for a Plan Year are limited to Participants who have Compensation for the Plan Year. Section 3.04(D) describes contributions for former Employees who have Deemed Includible Compensation.

(A) Amount and Type. The Employer in its Adoption Agreement must elect the type and amount of Nonelective Contributions.

(1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make Discretionary Nonelective Contributions. Notwithstanding the foregoing, the Employer may, in its discretion, make an Operational Qualified Nonelective Contribution (“Operational QNEC”) to the Plan without electing Nonelective Contributions as a Contribution Type under the Plan in its Adoption Agreement. An Operational QNEC may be made only to correct operational failures in the Plan and must be limited to the amount necessary to satisfy the written terms of the Plan and stay in compliance with the requirements of the Code and IRS Guidance which apply the Plan. Operational QNECs shall not be subject to the allocation conditions which would otherwise apply under the Plan to Nonelective Contributions.

(2) **Fixed Nonelective.** The Employer in its Adoption Agreement may elect to make Fixed Nonelective Contributions. The Employer must specify the time period to which any fixed contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify) and must elect the allocation method which may be the same as the contribution formula or may be a different allocation method under Section 3.04(B).

(3) **Mandatory Employee Contributions.** The Employer in its Adoption Agreement may require Mandatory Employee Contributions of some or all Participants either as a condition of employment or through an irrevocable one-time election described in Section 1.24(F). The Employer must specify the time period to which any Mandatory Employee Contribution formula will apply (which is deemed to be the Plan Year if the Employer does not so specify). Any such contribution will be allocated as a Nonelective Contribution to the Account of the Participant who made it. Such amounts will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(4) **Participating Employers.** If any Participating Employers contribute Nonelective Contributions to the Plan, the Employer in its Adoption Agreement must elect: (a) whether each Participating Employer will be subject to the same or different Nonelective Contribution formulas under Section 3.04(A) and allocation methods under Section 3.04(B) than the Signatory Employer; and (b) whether, under Section 3.04(B), the Plan Administrator will allocate Nonelective Contributions only to Participants directly employed by the contributing Employer or to all Participants regardless of which Employer contributes or how much any Employer contributes.

(B) Method of Allocation. The Employer in its Adoption Agreement must specify the method of allocating Nonelective Contributions to the Plan. The Plan Administrator will apply this Section 3.04(B) by including in the allocation only those Participants who have satisfied the Plan’s allocation conditions under Section 3.06, if any, applicable to the contribution. The Plan Administrator, in allocating a contribution under any allocation formula which is based in whole or in part on Compensation, will take into account Compensation under Section 1.11 as the Employer elects in its Adoption Agreement and only will take into account the Compensation of the Participants entitled to an allocation. In addition, if the Employer has elected in its Adoption Agreement to define allocation Compensation over a time period which is less than a full Plan Year, the Plan Administrator will apply the allocation methods in this Section 3.04(B) based on Participant Compensation within the relevant time period.

(1) **Pro Rata Allocation Formula.** The Employer in its Adoption Agreement may elect a pro rata allocation formula. Under a pro rata allocation formula, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant’s Compensation for the Plan Year (or other applicable period) bears to the total Compensation of all Participants for the Plan Year (or other applicable period).

(2) **Permitted Disparity Allocation Formula.** The Employer in its Adoption Agreement may elect a permitted disparity formula, providing allocations described in (a) below.

(a) **Two-Tiered Formula.**

(i) **Tier One.** Under the first tier, the Plan Administrator will allocate the Employer Contributions for a Plan Year in the same ratio that each Participant’s Compensation plus Excess Compensation (as the Employer defines that term in its Adoption Agreement) for the Plan Year bears to the total Compensation plus Excess Compensation of all Participants for the Plan Year. The allocation under this first tier, as a percentage of each Participant’s Compensation plus Excess Compensation, must not exceed the applicable percentage (5.7%, 5.4%, or 4.3%) listed under Section 3.04(B)(2)(b).

(ii) **Tier Two.** Under the second tier, the Plan Administrator will allocate any remaining Employer Contributions for a Plan Year in the same ratio that each Participant’s Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year.

(b) **Maximum Disparity Table.** For purposes of the permitted disparity allocation formulas under this Section 3.04(B)(2), the applicable percentage is:

Integration level % of Taxable Wage Base	Applicable %
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% (but not less than \$10,001) and not more than 80%	4.3%
20% (or \$10,000, if greater) or less	5.7%

For this purpose, the Taxable Wage Base is the contribution and benefit base under section 230 of the Social Security Act in effect at the beginning of the Plan Year. The integration level is the uniform amount specified in the Employer's Adoption Agreement.

(c) **Overall Permitted Disparity Limits.**

(i) **Annual Overall Permitted Disparity Limit.** Notwithstanding Section 3.04(B)(2)(a), for any Plan Year the Plan benefits any Participant who benefits under another plan maintained by the Employer that provides for permitted disparity (or imputes disparity), the Plan Administrator will allocate Employer Contributions to the Account of each Participant in the same ratio that each Participant's Compensation bears to the total Compensation of all Participants for the Plan Year.

(ii) **Cumulative Permitted Disparity Limit.** Effective for Plan Years beginning after December 31, 1994, the cumulative permitted disparity limit for a Participant is 35 total cumulative permitted disparity years. "Total cumulative permitted disparity years" means the number of years credited to the Participant for allocation or accrual purposes under the Plan, any other qualified plan or simplified employee pension plan (whether or not terminated) ever maintained by the Employer. For purposes of determining the Participant's cumulative permitted disparity limit, the Plan Administrator will treat all years ending in the same calendar year as the same year. If the Participant has not benefited under a Defined Benefit Plan or under a target benefit plan of the Employer for any year beginning after December 31, 1993, the Participant does not have a cumulative permitted disparity limit.

For purposes of this Section 3.04(B)(2)(c), a Participant "benefits" under a plan for any Plan Year during which the Participant receives, or is deemed to receive, a contribution allocation in accordance with Treas. Reg. §1.410(b)-3(a).

(d) **Pro-Ration of Integration Level.** In the event that the Plan Year is less than 12 months and the Plan Administrator will allocate the Employer Contribution based on Compensation for the short Plan Year, the Plan Administrator will pro rate the integration level based on the number of months in the short Plan Year. The Plan Administrator will not pro rate the integration level in the case of: (i) a Participant who participates in the Plan for less than the entire 12 month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; or (iii) a terminating Plan which bases allocations on Compensation through the effective date of the termination, but where the Plan Year continues for the balance of the full 12 month Plan Year.

(3) **Classifications Allocation Formula.** The Employer in its Adoption Agreement may elect to specify classifications of Participants to whom the Plan Administrator will allocate any Employer Contribution.

(a) **Classifications.** The Employer may elect to specify any number of classifications and a classification may consist of any number of Participants. The Employer also may elect to put each Participant in his/her own classification.

(b) **Allocation of Contribution Within Classifications.** The Plan Administrator will apportion the Employer Contribution for a Plan Year to the classifications as the Employer designates in writing at the time that the Employer makes the contribution. If there is more than one Participant in a classification, the Plan Administrator will allocate the Employer Contribution for the Plan Year within each classification as the Employer elects in its Adoption Agreement which may be: (i) in the same ratio that each Participant's Compensation for the Plan Year bears to the total Plan Year Compensation for all

Participants within the same classification (pro rata); or (ii) the same dollar amount to each Participant within a classification.

(c) **Shifting Classifications Within the Plan Year.** If a Participant during a Plan Year shifts from one classification to another, the Plan Administrator will apportion the Participant's allocation for each classification pro rata based on the Participant's Compensation for the part of the Plan Year the Participant was a member of the classification, unless the Employer in Appendix B to its Adoption Agreement: (i) specifies apportionment based on the number of months or days a Participant spends in a classification; or (ii) elects that the Employer will direct the Plan Administrator as to which classification the Participant will participate in during that entire Plan Year.

(4) **Age-Based Allocation Formula.** The Employer in its Adoption Agreement may elect an age-based allocation formula. The Plan Administrator will allocate the Employer Contribution for the Plan Year in the same ratio that each Participant's Benefit Factor for the Plan Year bears to the sum of the Benefit Factors of all Participants for the Plan Year. As such, the total Employer Contribution will be allocated to each Participant sharing in the allocation such that the equivalent benefit accrual rate for each such Participant is identical.

(a) **Definition of Benefit Factor.** A Participant's Benefit Factor is his/her Compensation for the Plan Year multiplied by the Participant's Actuarial Factor.

(b) **Definition of Actuarial Factor.** A Participant's Actuarial Factor is the factor that the Plan Administrator establishes based on the interest rate and mortality table the Employer elects in its Adoption Agreement. If the Employer elects to use the UP-1984 table, a Participant's Actuarial Factor is the factor in Table I of Appendix C to the Adoption Agreement or is the product of the factors in Tables I and II of Appendix C to the Adoption Agreement if the Plan's Normal Retirement Age is not age 65. If the Employer in its Adoption Agreement elects to use a table other than the UP-1984 table, the Plan Administrator will determine a Participant's Actuarial Factor in accordance with the designated table (which the Employer will attach to the Adoption Agreement as a substituted Appendix C) and the Adoption Agreement elected interest rate.

(5) **Incorporation of Fixed Formula.** The Employer in its Adoption Agreement may elect to allocate Employer Contributions in accordance with the Plan's fixed Employer Contribution formula. In such event, the Plan Administrator will allocate the Employer Contributions for a Plan Year in accordance with the Fixed Nonelective or other Employer Contribution formula. See Section (A)(3) regarding the allocation of Mandatory Employee Contributions.

(C) [Reserved]

(D) **Former Employees.** If the Employer elects in its Adoption Agreement, the Employer may make Nonelective Contributions with respect to one or more former Employees who have Separated from Service and have Deemed Includible Compensation. The Employer in its Adoption Agreement must elect the contribution and which Participants shall be entitled to receive the Nonelective Contribution. If the Employer elects the discretionary contribution, then the Plan Administrator will allocate the contribution in accordance with the principles of Section 3.04(B)(3), treating each such former Employee as being in a separate classification. The allocation conditions of Section 3.06 will not apply to contributions made pursuant to this Section and the former Employee will be fully Vested in such contributions. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.

3.05 [RESERVED]

3.06 **ALLOCATION CONDITIONS.** The Employer in its Adoption Agreement will elect the allocation conditions, if any, which the Plan Administrator will apply in allocating Employer Contributions (except for those contributions described below) and in allocating forfeitures allocated as an Employer Contribution under the Plan.

(A) **Contributions Not Subject to Allocation Conditions.** The Employer may not elect to impose any allocation conditions on: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee Contributions; (4) Nonelective Contributions to former Employees under Section 3.04(D); or (5) Rollover Contributions.

(B) Conditions. The Employer in its Adoption Agreement may elect to impose allocation conditions based on Hours of Service or employment at a specified time (or both), in accordance with this Section 3.06(B). The Employer may elect to impose different allocation conditions to different Employer Contribution Types under the Plan. A Participant does not accrue an Employer Contribution or forfeiture allocated as an Employer Contribution with respect to a Plan Year or other applicable period, until the Participant satisfies the allocation conditions for that Employer Contribution Type.

(1) **Hours of Service (“HOS”) Requirement.** The Plan Administrator will not allocate any portion of an Employer Contribution for a Plan Year to any Participant’s Account if the Participant does not complete the applicable minimum Hours of Service (or consecutive calendar days of employment under the Elapsed Time Method) requirement the Employer specifies in its Adoption Agreement for the relevant period.

(a) **1,000 HOS in Plan Year or Other HOS requirement.** The Employer may elect to require a Participant to complete: (i) 1,000 Hours of Service during the Plan Year (or to be employed for at least 182 consecutive calendar days under the Elapsed Time Method); (ii) a specified number of Hours of Service during the Plan Year which is less than 1,000 Hours of Service; or (iii) a specified number of Hours of Service within the time period the Employer elects in its Adoption Agreement, but not exceeding 1,000 Hours of Service in a Plan Year. The Plan may impose allocation conditions other than those specified here.

(b) **501 HOS for Terminees.** The Employer in its Adoption Agreement may elect to require a Participant to complete during a Plan Year 501 Hours of Service (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.

(c) **Short Plan Year or Allocation Period.** This Section 3.06(B)(1)(c) applies to any Plan Year or to any other allocation time period under the Adoption Agreement which is less than 12 months, where in either case, the Employer creates a short allocation period on account of a Plan amendment, the termination of the Plan or the adoption of the Plan with an initial short Plan Year. In the case of any short allocation period, the Plan Administrator will prorate any Hour of Service requirement based on the number of days in the short allocation period divided by the number of days in the normal allocation period, using 365 days in the case of Plan Year allocation period. The Employer in Appendix B to its Adoption Agreement may elect not to pro-rate Hours of Service in any short allocation period or to apply a monthly pro-ration method.

(2) **Last Day Requirement.** The Employer may elect in its Adoption Agreement to require a Participant to be employed by the Employer on the last day of the Plan Year or other specified period or on a specified date.

(C) Time Period. The Employer in its Adoption Agreement will elect the time period to which the Plan Administrator will apply any allocation condition. The Employer may elect to apply the same time period to all Contribution Types or to elect a different time period based on Contribution Type.

(D) Death, Disability or Retirement Age. The Employer in its Adoption Agreement will elect whether any elected allocation condition applies or is waived for a Plan Year if a Participant incurs a Separation from Service during the Plan Year on account of the Participant’s death, Disability or attainment of Normal Retirement Age or Early Retirement Age in the current Plan Year or on account of the Participant’s Disability or attainment of Normal Retirement Age or Early Retirement Age in a prior Plan Year. The Employer’s election may be based on Contribution Type or may apply to all Contribution Types.

(E) No Other Conditions. In allocating Employer Contributions under the Plan, the Plan Administrator will not apply any other allocation conditions except those the Employer elects in its Adoption Agreement or otherwise as the Plan may require.

(F) [Reserved]

(G) Conditions Apply to Re-Hired Employees. If a Participant incurs a Separation from Service and subsequently is re-hired and resumes participation in the same Plan Year as the Separation from Service or in any subsequent Plan Year, the allocation conditions under this Section 3.06, if any, continue to apply to the re-hired Employee who is a Participant in the Plan Year in which he/she is re-hired, unless the Employer elects otherwise in Appendix B to its Adoption Agreement.

3.07 FORFEITURE ALLOCATION. The amount of a Participant's Account forfeited under the Plan is a Participant forfeiture. The Employer must elect in its Adoption Agreement how Participant forfeitures may be used. In addition to its election(s) in its Adoption Agreement, the Employer may direct the Plan Administrator to use Forfeitures to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 5.07, or to satisfy any contribution that may be required pursuant to Section 7.07. Pending application, Participant forfeitures shall be held in the investment described for such purpose in the Investment Arrangement Documentation.

(A) Allocation Method. The Employer in its Adoption Agreement must specify the method or methods the Plan Administrator will apply to allocate forfeitures. If the Employer elects more than one method, unless the Employer designates a specific ordering in its Adoption Agreement, the Plan Administrator may allocate the forfeitures by applying one or more of such elected methods in any order as the Plan Administrator operationally may determine, until the forfeitures are fully allocated to the applicable forfeiture allocation Plan Year.

(1) **Forfeiture Source.** The Employer in its Adoption Agreement may elect a different allocation method based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation method to all forfeitures.

(a) **Attributable to Matching.** A Participant's forfeiture is attributable to Matching Contributions if the forfeiture is: (i) from the non-Vested portion of a Matching Contribution Account forfeited in accordance with Section 5.07 or, if applicable, Section 7.07; or (ii) an Associated Matching Contribution.

(b) **Definition of Associated Matching Contribution.** An Associated Matching Contribution includes any Vested or non-Vested Matching Contribution (including Allocable Income) made as to Elective Deferrals or Employee Contributions the Plan Administrator distributes under Section 4.02(E) (Excess Amount), Section 4.10(A) (Excess Deferrals) or Section 7.08 relating to Plan correction.

(c) **Forfeiture or Distribution of Associated Match.** An Employee forfeits an Associated Matching Contribution. A forfeiture under this Section 3.07(A)(1)(c) occurs no later than the Plan Year after the year for which the Matching Contribution was made and the forfeiture is allocated in the Plan Year described in Section 3.07(B). In the event of correction under Section 7.08 resulting in forfeiture of Associated Matching Contributions, the forfeiture occurs in the Plan Year of correction.

(2) **Application of "Reduce" Option and Remaining Forfeitures.** If the Employer in its Adoption Agreement elects to allocate forfeitures to reduce Nonelective or Matching Contributions and the allocable forfeitures for the forfeiture allocation Plan Year described in Section 3.07(B) exceed the amount of the applicable contribution for that Plan Year to which the Plan Administrator would apply the forfeitures (or there are no applicable contributions under the Plan), the Plan Administrator will allocate the remaining forfeitures in the forfeiture allocation Plan Year. In such event, the Plan Administrator will allocate the remaining forfeitures to pay Plan expenses, as an additional Discretionary Nonelective Contribution or as a Discretionary Matching Contribution, as the Plan Administrator determines.

(3) **Plan Expenses.** If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses under Section 7.04(C), the Employer must elect at least one additional allocation method so that if the Plan Administrator elects to first apply the forfeitures to the payment of Plan expenses, and the forfeitures exceed the Plan's expenses, the Plan Administrator will apply any remaining forfeitures under the additional method the Employer has elected in its Adoption Agreement. The Plan Administrator may elect not to apply forfeitures to the payment of Plan expenses which are allocated to specific Participant accounts under Section 7.04(C)(2)(b).

(4) **No Allocation to Elective Deferral Accounts.** The Plan Administrator will not allocate forfeitures to any Participant's Elective Deferral Account, including his/her Roth Deferral Account.

(5) **Allocation Under Classifications.** If the Employer in its Adoption Agreement has elected to allocate its Nonelective Contributions based on classifications of Participants, the Plan Administrator will allocate any forfeitures which under the Plan are allocated as additional Nonelective Contributions: (a) first to each classification pro rata in relation to the Employer's Nonelective Contribution to that classification for the forfeiture allocation Plan Year described in Section 3.07(B); and (b) second, the total amount of forfeitures allocated to each classification under (a) are allocated in the same manner as are the Nonelective Contributions to be allocated to that classification.

- (6) **Limitation on Forfeiture Uses.** Forfeitures cannot be used as Elective Deferrals.

(B) Timing of Forfeiture Allocation. The Plan Administrator will allocate Participant forfeitures (including the Earnings thereon) no later than the last day of the Plan Year following the Plan Year in which the forfeiture occurs. See Sections 3.07(A)(1)(c), 5.07 and 7.07 as to when a forfeiture occurs. If the Employer in its Adoption Agreement elects to apply forfeitures to the payment of Plan expenses, the Plan Administrator, consistent with this election, may apply forfeitures to pay Plan expenses which the Plan incurs in the forfeiture allocation Plan Year, but which the Plan Administrator pays within a reasonable time after the end of the forfeiture allocation Plan Year.

(1) **Allocation Timing.** The Employer may elect different allocation timing based on the forfeiture source (from Nonelective Contributions or from Matching Contributions) or may elect to apply the same allocation timing to all forfeitures.

(2) **Contribution Amount and Timing Not Relevant.** The forfeiture allocation timing rules in this Section 3.07(B) apply irrespective of when the Employer makes its Employer Contribution for the forfeiture allocation Plan Year, and irrespective of whether the Employer makes an Employer Contribution for that Plan Year.

(C) Administration of Account Pending Forfeiture. The Plan Administrator will continue to hold the undistributed, non-Vested portion of the Account of a Participant who has incurred a Separation from Service solely for his/her benefit until a forfeiture occurs at the time specified in Section 5.07 or if applicable, until the time specified in Section 7.07.

(D) Participant Does Not Share in Own Forfeiture. A Participant will not share in the allocation of a forfeiture of any portion of his/her Account, even if the Participant otherwise is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year described in Section 3.07(B). If the forfeiting Participant is entitled to an allocation of Employer Contributions and forfeitures in the forfeiture allocation Plan Year, the Plan Administrator only will allocate to the Participant a share of the allocable forfeitures attributable to other forfeiting Participants.

(E) Plan Merger. In the event that the Employer merges another plan into this Plan, and does not fully vest upon merger the participant accounts in the merging plan, the Plan Administrator will allocate any post-merger forfeitures attributable to the merging plan in accordance with the Employer's elections in its Adoption Agreement. The Employer may elect to limit any such forfeiture allocation only to those Participants who were also participants in the merged plan, but in the absence of such an election, all Participants who have satisfied any applicable allocation conditions under Section 3.06 will share in the forfeiture allocation.

3.08 ROLLOVER CONTRIBUTIONS. The Employer may elect in its Adoption Agreement whether Rollover Contributions are not permitted into the Plan, or permitted subject to subject to Investment Arrangement Documentation and the Plan's terms and policies. If the Employer has elected to permit Rollover Contributions in the Adoption Agreement, the Plan Administrator will apply this Section 3.08 in administering Rollover Contributions to the Plan, if any. If the Employer has elected to prohibit Rollover Contributions to the Plan in the Adoption Agreement, this Section 3.08 is not applicable. All Rollover Contributions will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(A) Policy Regarding Rollover Acceptance. The Plan Administrator, operationally (except as to In-Plan Roth Rollover Contributions under Section 3.08(E)), may elect to permit or not to permit Rollover Contributions to this Plan (even if the Plan is a Frozen Plan) or may elect to limit an Eligible Employee's right or a Participant's right to make a Rollover Contribution. The Plan Administrator also may adopt, amend or terminate any policy regarding the Plan's acceptance of Rollover Contributions. If the Employer in its Adoption Agreement elects to permit In-Plan Roth Rollover Contributions, the Plan Administrator will administer In-Plan Roth Rollover Contributions in accordance with Section 3.08(E) and the Employer's Adoption Agreement elections. The Plan Administrator's policy shall be subject to the operational capabilities of the Vendor.

(1) **Rollover Documentation.** If the Plan Administrator permits Rollover Contributions, any Participant (or as applicable, any Eligible Employee), with the Plan Administrator's written consent and after filing with the Plan Administrator the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Plan. Before accepting a Rollover Contribution, the Plan Administrator may require a Participant (or Eligible Employee) to furnish satisfactory evidence the proposed rollover is in fact a permissible "rollover contribution" under the Code.

(2) **Declination and Related Expenses.** The Plan Administrator, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (a) generate unrelated business taxable income; (b) create difficulty or undue expense in storage, safekeeping or valuation; (c) include property the Plan cannot hold; (d) violate applicable Investment Arrangement Documentation; or (e) create other practical problems for

the Plan or any Vendor. The Plan Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(B) Limited Testing. A Rollover Contribution is not an Annual Addition under Section 4.05(A).

(C) Pre-Participation Rollovers. If an Eligible Employee makes a Rollover Contribution to the Plan prior to satisfying the Plan's eligibility conditions or prior to reaching his/her Entry Date, the Plan Administrator must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48). A limited Participant does not share in the Plan's allocation of Employer Contributions and may not make Elective Deferrals until he/she actually becomes a Participant in the Plan. If a limited Participant has a Separation from Service prior to becoming a Participant in the Plan, the Plan Administrator will distribute his/her Rollover Contributions Account to him/her in accordance with Section 6.01(B).

(D) May Include Employee Contributions and Roth Deferrals. A Rollover Contribution may include Employee Contributions and Roth Deferrals made to another plan, as adjusted for Earnings. In the case of Employee Contributions: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), is a 403(b) plan, or is a governmental 457(b) plan; and (2) the Plan must account separately for the Rollover Contribution, including the Employee Contribution and the Earnings thereon. In the case of Roth Deferrals: (1) such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a) or from a §403(b) plan or from a governmental 457(b) plan; (2) the Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon; and (3) this Plan must permit Roth Deferrals.

(E) In-Plan Roth Rollover Contributions.

(1) **Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section 3.08(E) with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit In-Plan Roth Rollover Contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts.

(2) **Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

(a) **Parties Eligible to Elect.** The Employer in Appendix B to its Adoption Agreement may limit to Employees the right to elect to make In-Plan Roth rollovers. If the Employer does not make this election, for purposes of eligibility for an In-Plan Roth Rollover, the Plan Administrator will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(b) **Distribution from Fully or Partially Vested Account.** In-Plan Roth Rollovers are permitted only from fully Vested Accounts but may be made from partially Vested Accounts only if the Employer elects to permit In-Plan Roth Rollovers from partially or fully Vested Accounts in Appendix B to its Adoption Agreement. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account, then at any relevant time Section 5.03(C) will apply to determine the Participant's Vested portion of the Account.

(3) **Form and Source of Rollover.**

(a) **Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(b) **Account Source.** A Participant may make an In-Plan Roth Rollover from any Account or subaccount (other than a Roth account) unless the Employer otherwise elects in Appendix B to its Adoption Agreement. Also see Section 6.01(D)(7).

(c) **Cash or In-Kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments in cash or in kind to the In-Plan Roth Rollover Account, subject to the Vendor's operational capabilities. The Employer in Appendix B to its Adoption Agreement must elect to permit loans to be rolled over in an In-Plan Roth Rollover. Absent such as

election, loans cannot be so transferred. If the Employer elects in Appendix B to its Adoption Agreement to permit Plan loans to be rolled over as part of an In-Plan Roth Rollover Contribution, a Plan loan so rolled over without changing the repayment schedule is not treated as a new loan.

(d) **No Rollover or Distribution Treatment.** Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) Protected Benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(e) **Coordination with Vendor.** In-Plan Roth Rollovers are not permitted from a source or under circumstances not permitted by the Vendor's rules. For example, if a Vendor's rules do not permit in-Plan Roth Rollovers from otherwise nondistributable amounts, then the Participant cannot make such rollovers from Investment Arrangements that Vendor provides.

3.09. EMPLOYEE CONTRIBUTIONS. An Employer must elect in its Adoption Agreement whether to permit Employee Contributions. If the Employer elects to permit Employee Contributions, the Employer also must specify in its Adoption Agreement any limitations which apply to Employee Contributions. Employee Contributions will be accepted for an Investment Arrangement only to the extent permitted in the Investment Arrangement Documentation. If the Employer permits Employee Contributions, the Plan Administrator operationally will determine if a Participant will make Employee Contributions through payroll deduction or by other means, subject to the operational capabilities of the Vendor. Employee Contributions will be fully Vested and will not be subject to the allocation conditions of Section 3.06.

(A) [Reserved]

(B) **Matching Contributions.** The Employer in its Adoption Agreement must elect whether the Employer will make Matching Contributions as to any Employee Contributions and, as applicable, the matching formula.

(C) **Administrative Provisions.** The Plan Administrator may prescribe one or more forms relating to Employee Contributions, and may adopt an Employee Contribution policy, subject to the operational capabilities of the Vendor. The Employee Contribution form or policy may specify limits and conditions applicable to Employee Contributions, consistent with Code §403(b).

(1) **Minimum Amount.** The Plan Administrator may establish an annual minimum Employee Contribution, and may change such minimum to a different amount from time to time.

(2) **Termination.** Any election on an Employee Contribution form shall remain in effect until a new election is filed or the election is revoked or otherwise terminates. The termination of a Participant's employment automatically revokes the Participant's election with regard to periods after the Participant is rehired.

3.10. USERRA AND HEART ACT CONTRIBUTIONS.

(A) **Application.** This Section 3.10 applies to an Employee who: (1) has completed Qualified Military Service under USERRA; (2) the Employer has rehired under USERRA; and (3) is a Participant entitled to make-up contributions under Code §414(u). This Section 3.10 also applies to an Employee who dies or becomes disabled while performing Qualified Military Service, as provided in Sections 3.10(K) and the Employer's Adoption Agreement elections.

(B) **Employer Contributions.** The Employer will make up any Employer Contribution the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account had the Participant remained employed by the Employer during the period of Qualified Military Service.

(C) Compensation. For purposes of this Section 3.10, the Plan Administrator will determine an affected Participant's Compensation as follows. A Participant during his/her period of Qualified Military Service is deemed to receive Compensation equal to that which the Participant would have received had he/she remained employed by the Employer, based on the Participant's rate of pay that would have been in effect for the Participant during the period of Qualified Military Service. If the Compensation during such period would have been uncertain, the Plan Administrator will use the Participant's actual average Compensation for the 12 month period immediately preceding the period of Qualified Military Service, or if less, for the period of employment.

(D) Elective Deferrals, Employee Contributions and Mandatory Employee Contributions. If the Plan provided for Elective Deferrals, Employee Contributions or Mandatory Employee Contributions during a Participant's period of Qualified Military Service, the Plan Administrator must allow a Participant under this Section 3.10 to make up such Elective Deferrals, Employee Contributions or Mandatory Employee Contributions to his/her Account. The Participant may make up the maximum amount of Elective Deferrals, Employee Contributions or Mandatory Employee Contributions which he/she under the Plan terms would have been able to contribute during the period of Qualified Military Service (less any such amounts the Participant actually contributed during such period) and the Participant must be permitted to contribute any lesser amount as the Plan would have permitted. The Participant must make up any contribution under this Section 3.10(D) commencing on his/her Re-Employment Commencement Date and not later than 5 years following reemployment (or if less, a period equal to 3 times the length of the Participant's Qualified Military Service triggering such make-up contribution).

(E) Matching Contributions. The Employer will make up any Matching Contribution that the Employer would have made and which the Plan Administrator would have allocated to the Participant's Account during the period of Qualified Military Service, but based on any make-up Elective Deferrals or make-up Employee Contributions that the Participant makes under Section 3.10(D).

(F) Limitations and Testing. Contributions under this Section 3.10 are Annual Additions and are tested under Section 4.10(A) (Elective Deferral Limit) in the year to which such contributions are allocated, but not in the year in which such contributions are made.

(1) **Differential Wage Payments.** The Plan is not treated as failing to meet the requirements of any provision described in this Section 3.10(F) by reason of any contribution or benefit which is based on a Differential Wage Payment. The preceding sentence applies only if all Employees performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive Differential Wage Payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)). The Plan Administrator operationally may determine, for purposes of any provision described in this Section 3.10(F), whether to take into account any Elective Deferrals, and if applicable, any Matching Contributions, attributable to Differential Wage Payments.

(G) No Earnings. A Participant receiving any make-up contribution under this Section 3.10 is not entitled to an allocation of any Earnings on any such contribution prior to the time that the Employer actually makes the contribution (or timely deposits the Participant's own make-up Elective Deferrals or Employee Contributions) to the Plan.

(H) No Forfeitures. A Participant receiving any make-up allocation under this Section 3.10 is not entitled to an allocation of any forfeitures allocated during the Participant's period of Qualified Military Service.

(I) Allocation Conditions. For purposes of applying any Plan allocation conditions under Section 3.06, the Plan Administrator will treat any period of Qualified Military Service as Service.

(J) HEART Act Death Benefits. If a Participant dies while performing Qualified Military Service, the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's Qualified Military Service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

(K) HEART Act Continued Benefit Accrual. This Section 3.10(K) does not apply unless the Employer in Appendix B to its Adoption Agreement elects to apply such provisions. If this Section 3.10(K) applies, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled while performing Qualified Military Service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability.

- (1) **Determination of Benefits.** The Plan will determine the amount of Employee Contributions and the amount of Elective Deferrals of an individual treated as reemployed under this Section 3.10(K) for purposes of applying Code §414(u)(8)(C) on the basis of the individual's average actual Employee Contributions or Elective Deferrals for the lesser of: (a) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (b) the actual length of continuous service with the Employer.

ARTICLE 4. LIMITATIONS AND TESTING

4.01 ANNUAL ADDITIONS LIMIT. The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Annual Additions Limit.

(A) **Actions to Prevent Excess Amount.** If the Annual Additions the Plan Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year would exceed the Annual Additions Limit, the Plan Administrator will not allocate the Excess Amount, but instead will take any reasonable and uniform action the Plan Administrator determines necessary to avoid allocation of an Excess Amount. Such actions include, but are not limited to, those described in this Section 4.01(A). The Plan Administrator may apply this Section 4.01 in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Elective Deferrals). Notwithstanding any contrary Plan provision, the Plan Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee Contributions or Elective Deferrals; (2) notify the Employer to reduce the Employer's future Plan contribution(s) as necessary to avoid allocation to a Participant of an Excess Amount; or (3) suspend or limit the allocation to a Participant of any Employer Contribution previously made to the Plan (exclusive of Elective Deferrals) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Elective Deferrals) or of Participant forfeitures would result in an Excess Amount to a Participant's Account, the Plan Administrator will allocate the Excess Amount to the remaining Participants who are eligible for an allocation of Employer Contributions for the Plan Year in which the Limitation Year ends. The Plan Administrator will make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Excess Amount is not eligible for an allocation of Employer Contributions. If the Plan Administrator allocates to a Participant an Excess Amount, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.03.

(B) **Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Annual Additions Limit on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Annual Additions Limit on the basis of the Participant's actual Compensation for such Limitation Year.

4.02 ANNUAL ADDITIONS LIMIT FOR CODE §415 AGGREGATED PLANS.

(A) **Application of This Section.** This Section 4.02 applies only to Participants who, in addition to this Plan, participate in one or more Code §415 Aggregated Plans.

(1) **Definition of Code §415 Aggregated Plans.** Code §415 Aggregated Plans means 403(b) plans maintained by the Employer or a Predecessor Employer and which provide an Annual Addition during the Limitation Year.

(B) **Combined Plans Limitation.** The amount of Annual Additions which the Plan Administrator may allocate under this Plan to a Participant's Account for a Limitation Year may not exceed the Combined Plans Limitation.

(1) **Definition of Combined Plans Limitation.** The Combined Plans Limitation is the Annual Additions Limit, reduced by the sum of any Annual Additions allocated to the Participant's accounts for the same Limitation Year under the Code §415 Aggregated Plans.

(2) **Prevention.** If the amount the Employer otherwise would allocate to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this Section 4.02(B) Combined Plans Limitation, the Employer will reduce the amount of its allocation to that Participant's Account in the manner described in Section 4.01, so the Annual Additions under all of the Code §415 Aggregated Plans for the Limitation Year will equal the Annual Additions Limit.

(3) **Correction.** If the Plan Administrator allocates to a Participant an amount attributed to this Plan under Section 4.02(D) which exceeds the Combined Plans Limitation, the Plan Administrator must dispose of the Excess Amount in accordance with Section 4.02(E).

(C) **Estimated and Actual Compensation.** Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Plan Administrator may determine the Combined Plans Limitation on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Plan Administrator will make this determination on a reasonable and uniform basis for all Participants similarly situated. The Plan Administrator must reduce the allocation of any Employer Contribution (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Amounts carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Plan Administrator will determine the Combined Plans Limitation on the basis of the Participant's actual Compensation for such Limitation Year. See Section 4.05(D) regarding the definition of Compensation.

(D) **Ordering Rules.** If a Participant's Annual Additions under this Plan and the Code §415 Aggregated Plans result in an Excess Amount, such Excess Amount will consist of the Amounts last allocated. If the Plan Administrator allocates an Excess Amount to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, unless the Employer specifies otherwise in an Appendix B to its Adoption Agreement, the Excess Amount attributed to this Plan will equal the product of: (1) the total Excess Amount allocated as of such date, multiplied by (2) the ratio of (a) the Annual Additions allocated to the Participant as of such date for the Limitation Year under the Plan to (b) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this Plan and the Code §415 Aggregated Plans.

(E) **Disposition of Allocated Excess Amount Attributable to Plan.** The Plan Administrator will dispose of any allocated Excess Amounts described in and attributed to this Plan under Section 4.02(D) as provided in Section 4.03.

(F) **Override.** The Employer in Appendix B to its Adoption Agreement may specify overriding provisions for Section 4.02(D) which will apply to satisfy the requirements of Code §415 and the applicable regulations if the Employer maintains more than one 403(b) plan.

4.03 DISPOSITION OF EXCESS ANNUAL ADDITIONS. If a Participant's Account exceeds the Annual Additions Limit for the Limitation Year, then the Plan Administrator may correct such excess in accordance with EPCRS. Alternatively, the Plan Administrator may hold the Excess Amount in a separate account, subject to any limitations imposed by a Vendor or the Investment Arrangement Documentation. The Excess Amount held in the separate account is includible in the Participant's gross income (to the extent vested) for the taxable year in which the Employer Contributions exceed the Annual Additions Limit. This separate account will be treated as a separate contract to which 403(c) (or another application provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

4.04 QUALIFIED DEFINED CONTRIBUTION PLAN OF CONTROLLED EMPLOYER.

(A) **Application of this Section.** If a Participant in a 403(b) Plan also is in control of another employer, the 403(b) Plan is a Defined Contribution Plan maintained both by the controlled employer and by the Participant. In applying the Annual Additions Limit, the Participant must aggregate the 403(b) Plan contributions with all other contributions he/she receives under any qualified Defined Contribution Plan the controlled employer maintains.

(B) **Control.** For purposes of applying the Annual Additions Limit under Section (A), the Plan Administrator determines control under Code §§414(b) or 414(c), as modified by Code §415(h), in accordance with the rules of Treas. Reg. §1.415(f)-1(f).

(C) **Annual Additions.** For purposes of this Section, Annual Additions include the following amounts in addition to amounts described in Section 4.05: (1) amounts allocated to an individual medical account (as defined in Code §415(l)(2)) included as part of a pension or annuity plan maintained by the Employer; (2) contributions paid or accrued attributable to post-retirement medical benefits allocated to the separate account of a key-employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer; and (3) allocations under a simplified employee pension (SEP) described in Code §408(k). However, the amounts described in (1) and (2) apply solely for purposes of the applying the dollar limitation of Section 4.05(B)(i) and do not apply for purposes of the percentage limitation of Section 4.05(B)(ii).

(D) Annual Notice to Participants. The Plan Administrator will provide written or electronic notice to Participants that explains the limitation in this Section 4.04 in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Plan Administrator that is necessary to satisfy this Section. The notice will advise Participants that the application of the limitations in this Section will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Plan Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code §403(b). The notice will be provided annually, beginning no later than the later of (1) the year in which the Employee becomes a Participant, or (2) the first Plan Year which begins after the Employer adopts this document.

4.05 DEFINITIONS: SECTIONS 4.01-4.04. The following definitions apply for purposes of Sections 4.01 through 4.04, and supersede any contrary definitions in Article 1:

(A) Annual Additions. Annual Additions means the sum of the following amounts allocated to a Participant's Account for a Limitation Year: (1) Employer Contributions (including Elective Deferrals); (2) forfeitures; (3) Employee Contributions; and (4) Mandatory Employee Contributions.

(1) **Exclusions.** Annual Additions do not include: (a) Catch-Up Contributions; (b) Excess Deferrals which the Plan Administrator corrects by distribution by April 15 of the following calendar year; (c) designated IRA contributions; (d) Restorative Payments; (e) transfers to this Plan; (f) Rollover Contributions (as described in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (g) In-Plan Roth Rollovers, (h) Repayments of loans made to a Participant from the Plan; (i) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments; and (j) amounts allocated to Accounts pursuant to Section 7.04(D).

(2) **Date of Tax-Exempt Employer Contributions.** Notwithstanding anything in the Plan to the contrary, in the case of an Employer that is exempt from Federal income tax (including a governmental employer), Employer Contributions are treated as credited to a Participant's account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(B) Annual Additions Limit. Annual Additions Limit means the lesser of: (i) \$40,000 (or, if greater, the \$40,000 amount as adjusted under Code §415(d)), or (ii) 100% of the Participant's Compensation for the Limitation Year. If there is a short Limitation Year because of a change in Limitation Year, the Plan Administrator will multiply the \$40,000 (as adjusted) limitation by the following fraction:

$$\frac{\text{Number of months (or fractional parts thereof) in the short Limitation Year}}{12}$$

The 100% Compensation limitation in clause (ii) above does not apply to any contribution for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) which otherwise is an Annual Addition.

(1) **Single Plan Treatment of 403(b) Plans.** For purposes of applying the Annual Additions Limit, the Plan Administrator must treat all 403(b) Plans (whether or not terminated) maintained by the Employer as a single plan.

(2) **Church Plan.** For a Participant who is an Employee of a Church or a convention or association of churches, including an organization described in Code §414(e)(3)(B)(ii), the Annual Additions limit is not less than \$10,000 regardless of the Participant's Includible Compensation in the Limitation Year. With respect to any Participant, the total amount of Annual Additions that, but for this Section 4.05(B)(2), would be in excess of the Annual Additions Limit cannot exceed \$40,000. Thus, the aggregate of Annual Additions for all Limitation Years that would exceed the Annual Additions Limit but for this rule is limited to \$40,000. In the case of a Participant described in Code §415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions Limit shall not be less than \$3,000, provided the Participant's adjusted gross income for the taxable year (determined separately and without regard to community property laws) exceeds \$17,000.

(3) **Certain Contributions Treated as Made to a Defined Contribution Plan.** Solely for purposes of Sections 4.01 through 4.04, the following contributions are treated as contributions to a Defined Contribution Plan: (i) mandatory employee contributions under Code §411(c)(2)(C) made to a Defined Benefit Plan maintained by the Employer, unless such contributions are “picked up” by the Employer under Code §414(h)(2); (ii) contributions to an individual medical account (as defined in Code §415(l)(2)) included as part of a Defined Benefit Plan or annuity plan under Code §401(h) maintained by the Employer; and (iii) a welfare benefit fund under Code §419(e) maintained by the Employer to the extent there are post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)).

(C) **Cessation of Affiliation.** A Cessation of Affiliation means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the employer under the employer affiliation rules of Treas. Reg. §§1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(D) **Compensation.** Compensation means Includible Compensation and includes Deemed Includible Compensation and Post-Severance Compensation. Compensation includes Elective Deferrals, irrespective of whether the Employer has elected in its Adoption Agreement to include these amounts as Compensation under Section 1.11. No Compensation exclusions the Employer has elected in Election 10 to its Adoption Agreement apply for determining Includible Compensation.

(1) **“First Few Weeks Rule.”** If the Employer elects in Appendix B to its Adoption Agreement, the Plan Administrator on a uniform and consistent basis as to similarly situated Participants, will include in Compensation for Code §415 purposes Compensation earned in such Limitation Year but which, solely because of pay period and pay date timing, is paid in the first few weeks of the next following Limitation Year as described in Treas. Reg. §1.415(c)-2(e)(2). This Section 4.05(D)(1) applies to Code §415 testing Compensation but does not affect Compensation for allocation purposes.

(2) **Differential Wage Payment.** The Plan treats a Differential Wage Payment to an Employee as Compensation for purposes of application of the Annual Additions Limit.

(E) **Employer.** Employer means the Signatory Employer and any Related Employer. Solely for purposes of applying the Annual Additions Limit, the Plan Administrator will determine Related Employer status by modifying Code §§414(b) and (c) in accordance with Code §415(h) and Treas. Reg. §1.415(a)-1(f)(1) and will take into account tax-exempt organizations under Treas. Reg. §1.414(c)-5. For purposes of the limitation of Section 4.04(A), the Employer includes the controlled employer described in Section 4.04.

(F) **Excess Amount.** Excess Amount means the excess of the Participant’s Annual Additions for the Limitation Year over the Annual Additions Limit.

(G) **Formerly Affiliated Plan.** Formerly Affiliated Plan means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2)).

(H) **Limitation Year.** See Section 1.45.

(I) **Predecessor Employer.** Predecessor Employer means a former employer with respect to a participant in a plan maintained by an employer if the employer maintains a plan under which the participant had accrued a benefit while performing services for the employer, but only if that benefit is provided under the plan maintained by the employer. For this purpose, the formerly affiliated plan rules in Treas. Reg. §1.415(f)-1(b)(2) apply as if the Employer and Predecessor Employer constituted a single employer under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately prior to the Cessation of Affiliation (and as if they constituted two, unrelated employers under the rules described in Treas. Reg. §§1.415(a)-1(f)(1) and (2) immediately after the Cessation of Affiliation) and Cessation of Affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. With respect to an Employer of a Participant, a former entity that antedates the Employer is a Predecessor Employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(J) **Restorative Payment.** A Restorative Payment means a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable

federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are Restorative Payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to the Plan made pursuant to a court-approved settlement, to restore losses to the Plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not Restorative Payments and generally constitute contributions that are considered Annual Additions.

4.06 [RESERVED]

4.07 [RESERVED]

4.08 [RESERVED]

4.09 [RESERVED]

4.10 403(b) TESTING. The Plan Administrator will test Elective Deferrals, Matching Contributions and Employee Contributions under the Plan, in accordance with this Section 4.10.

(A) Annual Elective Deferral Limitation. A Participant's Elective Deferrals for a Taxable Year may not exceed the Elective Deferral Limit. Qualified Organization Catch-up Deferrals and Age 50 Catch-up Deferrals are not subject to the Elective Deferral Limit. See Sections 3.02(D) and (E).

(1) **Definition of Elective Deferral Limit.** The Elective Deferral Limit is the Code §402(g) limitation on each Participant's Elective Deferrals for each Taxable Year as described in Section 4.10(A)(3). If the Participant's Taxable Year is not a calendar year, the Plan Administrator must apply the Code §402(g) limitation in effect for the calendar year in which the Participant's Taxable Year begins.

(2) **Definition of Excess Deferral.** A Participant's Excess Deferral is the amount of Elective Deferrals for a Taxable Year which exceeds the Elective Deferral Limit.

(3) **Elective Deferral Limit.** The Elective Deferral Limit is the amount as in effect under Code §402(g) (\$18,000 in 2017), subject to adjustment by the IRS in multiples of \$500 under Code §402(g)(4). However, in no event shall a Participant's Elective Deferrals exceed the Participant's Compensation for the Taxable Year.

(4) **Suspension After Reaching Limit.** If, pursuant to a Salary Reduction Agreement or pursuant to a CODA election, the Employer determines a Participant's Elective Deferrals to the Plan for a Taxable Year would exceed the Elective Deferral Limit, the Employer will suspend the Participant's Elective Deferrals under his/her Salary Reduction Agreement, if any, until the following January 1 and will pay to the Participant in cash the portion of the Elective Deferrals which would result in the Participant's Elective Deferrals for the Taxable Year exceeding the Elective Deferral Limit.

(5) **Correction.** If the Plan Administrator determines a Participant's Elective Deferrals already contributed to the Plan for a Taxable Year exceed the Elective Deferral Limit, the Plan Administrator will distribute the Excess Deferrals as adjusted for Allocable Income, no later than April 15 of the following Taxable Year (or if later, the date permitted under Code §§7503 or 7508A).

(6) **415 Interaction.** If the Plan Administrator distributes the Excess Deferrals by the April 15 deadline under Section 4.10(A)(5), the Excess Deferrals are not an Annual Addition under Section 4.05, and the Plan Administrator may make the distribution irrespective of any other provision under this Plan or under the Code. Elective Deferrals distributed to a Participant as an Excess Amount in accordance with Section 4.03 are not taken into account in determining the Participant's Elective Deferral Limit.

(7) **More Than One Plan.** If a Participant participates in another plan subject to the Code §402(g) limitation under which he/she makes elective deferrals pursuant to a 401(k) Plan, elective deferrals under a SARSEP, elective contributions under a SIMPLE IRA or salary reduction contributions to a 403(b) plan (irrespective of whether the Employer maintains the other plan), the Participant may provide to the Plan Administrator a written claim for Excess Deferrals made to the Plan for a Taxable Year. The Participant must submit the claim no later than the March 1 following the close of the particular Taxable Year and the claim must specify the amount of the Participant's Elective Deferrals under this Plan which are Excess Deferrals. The

Plan Administrator may require the Participant to provide reasonable evidence of the existence of and the amount of the Participant's Excess Deferrals. If the Plan Administrator receives a timely claim which it approves, the Plan Administrator will distribute the Excess Deferrals (as adjusted for Allocable Income under Section 4.11(B)(1)) the Participant has assigned to this Plan, in accordance with this Section 4.10(A). If a Participant has Excess Deferrals because of making Elective Deferrals to this Plan and other plans of the Employer (but where the Elective Deferral Limit is not exceeded based on Deferrals to any single plan), the Participant for purposes of this Section 4.10(A)(7) is deemed to have notified the Plan Administrator of this Plan of the Excess Deferrals.

(8) **Roth and Pre-Tax Deferrals.** If a Participant who will receive a distribution of Excess Deferrals, in the Taxable Year for which the corrective distribution is made, has contributed both Pre-Tax Deferrals and Roth Deferrals, the Plan Administrator operationally will determine the Elective Deferral Account source(s) from which it will direct the Vendor to make the corrective distribution, subject to the Vendor's operational capabilities. The Plan Administrator also may permit the affected Participant to elect the source(s) from which the Vendor will make the corrective distribution, subject to the Vendor's operational capabilities. However, the amount of a corrective distribution of Excess Deferrals to any Participant from the Pre-Tax Deferral or Roth Deferral sources under this Section 4.10(A)(8) may not exceed the amount of the Participant's Pre-Tax Deferrals or Roth Deferrals for the Taxable Year of the correction.

(B) [Reserved]

(C) [Reserved]

4.11 DEFINITIONS: SECTION 4.10. For purposes of Section 4.10:

(A) [Reserved]

(B) **Allocable Income.** Allocable Income means as follows:

(1) **Excess Deferrals.** For purposes of making a distribution of Excess Deferrals pursuant to Section 4.10(A), Allocable Income means Earnings allocable to the Excess Deferrals for the Taxable Year in which the Participant made the Excess Deferral.

(a) **Reasonable or Alternative (Pro Rata) Method.** To calculate such Allocable Income for the Taxable Year, the Plan Administrator will use: (i) a uniform method which reasonably reflects the manner used by the Plan Administrator to allocate Earnings to Participants' Accounts; or (ii) the "alternative method" under Treas. Reg. §1.402(g)-1(e)(5)(iii). See Section 4.11(B)(2)(a) as to the alternative method except the Plan Administrator will apply such modifications as are necessary to determine Taxable Year Allocable Income with respect to the Excess Deferrals.

ARTICLE 5. VESTING

5.01 NORMAL AND EARLY RETIREMENT AGE. The Employer in its Adoption Agreement must specify the Plan's Normal Retirement Age. If the Employer fails to specify the Plan's Normal Retirement Age in its Adoption Agreement, the Employer is deemed to have elected age 65 as the Plan's Normal Retirement Age. The Employer in its Adoption Agreement may specify an Early Retirement Age. A Participant's Account Balance derived from Employer Contributions is 100% Vested upon and after his/her attaining Normal Retirement Age (or if specified in the Adoption Agreement, Early Retirement Age) if the Participant is employed by the Employer on or after that date and regardless of the Participant's Years of Service for vesting or the Employer's Adoption Agreement elected vesting schedules.

5.02 PARTICIPANT DEATH OR DISABILITY. If the Employer elects in its Adoption Agreement, a Participant's Account Balance derived from Employer Contributions is 100% Vested if the Participant's Severance from Employment is a result of his/her death or his/her Disability.

5.03 VESTING SCHEDULE.

(A) **General.** Except as provided in Sections 5.01 and 5.02, for each Year of Service as described in Section 5.05, a Participant's Vested percentage of his/her Account Balance derived from Nonelective Contributions and Matching Contributions equals the percentage under the appropriate vesting schedule the Employer has elected in its Adoption Agreement.

(1) **Election of Different Schedules.** Unless the Employer in its Adoption Agreement elects otherwise, the vesting schedule for Nonelective Contributions will be the same vesting schedule as for Matching Contributions.

(B) Vesting Schedules.

(1) **In General.** Employer Contributions will vest in accordance with the Employer's Adoption Agreement election. The Employer may elect to provide immediate 100% vesting, "3-year cliff," "6-year graded," or a modified vesting schedule. The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule. For purposes of the Employer's elections under its Adoption Agreement, "6-year graded," or "3-year cliff" means an Employee's Vested percentage, based on each included Year of Service, under the following applicable schedule:

6-year graded	3-year cliff
0-1 year / 0%	0-2 years / 0%
2 years / 20%	3 years / 100%
3 years / 40%	
4 years / 60%	
5 years / 80%	
6 years / 100%	

(C) Vesting Formula. If the Vendor makes a distribution to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.03(C) apply to the Participant's Account Balance.

(1) **Formula.** At any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance derived from Employer Contributions in accordance with the following formula: $P(AB + (R \times D)) - (R \times D)$, as described in Treas. Reg. § 1.411(a)-7(d)(5). To apply this formula, "P" is the Participant's vested percentage at the relevant time; "AB" is the Participant's Employer-derived Account Balance at the relevant time; "D" is the amount of the earlier distribution; "R" is the ratio of Participant's Vested Account Balance derived from Employer Contributions at the relevant time to the Participant's Vested Account Balance derived from Employer Contributions after the distribution; and the relevant time is the time at which, under the Plan, the vested percentage in the Participant's Vested Account Balance derived from Employer Contributions cannot increase. If, under a Restated Plan, the Plan has made distribution to a partially-Vested Participant prior to its restated Effective Date, this vesting formula also applies to that Participant's remaining Account Balance.

(2) **Alternative Formula.** The Employer, in Appendix B to its Adoption Agreement, may elect to use the alternative formula. If the Employer elects to use the alternative formula, at any relevant time following the distribution, the Plan Administrator will determine the Participant's Vested Account Balance derived from Employer Contributions in accordance with the following formula: $P(AB + D) - D$. For purposes of this alternative formula, the terms have the same meaning as in the preceding Paragraph.

(3) **Separate Application to Nonelective and Matching Contributions.** If necessary, the Plan Administrator will determine the Participant's Vested Account Balance for the Participant's Matching Contributions and the Participant's Employer Nonelective Contributions separately.

(D) Special Vesting Elections. The Employer in its Adoption Agreement may elect other specified vesting provisions. The Employer may also elect additional vesting schedule(s) in Appendix B to its Adoption Agreement which apply only to certain Participants and certain contributions held in such Participants' Accounts.

(E) Fully Vested Amounts. A Participant is 100% Vested in all Accounts which are attributable to Elective Deferrals, Employee Contributions, Mandatory Employee Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions.

(F) Mergers and Transfers. A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in 100% vesting of the merged or transferred assets. The Plan Administrator operationally will determine in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all transferred assets; (2) to vest the transferred assets in accordance with the Plan's vesting schedule applicable to the contribution type being transferred; or (3) to vest the transferred assets in accordance with the transferor plan's vesting

schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. The Employer may elect to record such information in its Adoption Agreement as a special Vesting Election.

5.04 [RESERVED]

5.05 YEAR OF SERVICE FOR VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Year of Service. A Year of Service, for purposes of determining a Participant's vesting under Section 5.03, means a Vesting Computation Period during which an Employee completes the number of Hours of Service the Employer specifies in its Adoption Agreement, without regard to whether the Employer continues to employ the Employee during the entire Vesting Computation Period.

(B) Definition of Vesting Computation Period. A Vesting Computation Period is a 12-consecutive month period the Employer elects in its Adoption Agreement.

(C) Counting Years of Service. For purposes of a Participant's Vesting in the Plan, the Plan counts all of an Employee's Years of Service except:

(1) **Forfeiture Break in Service or Cash-Out Distribution.** For the sole purpose of determining a Participant's Vested percentage of his/her Account Balance derived from Employer Contributions which accrued for his/her benefit prior to a Forfeiture Break in Service or receipt of a Cash-Out Distribution, the Plan disregards any Year of Service after the Participant first incurs a Forfeiture Break in Service or receives a Cash-out Distribution.

(2) **Other Exclusions.** Any Year of Service the Employer elects to exclude under its Adoption Agreement, including service during any period for which the Employer did not maintain the Plan or a predecessor plan.

(D) Elapsed Time. If the Employer in its Adoption Agreement elects to apply the Elapsed Time Method in applying the Plan's vesting schedule, the Plan Administrator will credit service in accordance with Section 1.40(D)(3).

5.06 BREAK IN SERVICE AND FORFEITURE BREAK IN SERVICE FOR VESTING. For purposes of this Article 5, the following definitions and operational rules apply:

(A) Definition of Break in Service. A Participant incurs a Break in Service if during any Vesting Computation Period he/she does not complete more than 500 Hours of Service. The Plan Administrator may disregard a Break in Service for a Vesting Computation Period if the Employee is in service on the last day of that period. If the Plan applies the Elapsed Time Method of crediting Service, a Participant incurs a Break in Service if the Participant has a Period of Severance of at least 12 consecutive months. If, pursuant to Section 5.05, the Plan does not require more than 500 Hours of Service to receive credit for a Year of Service, a Participant incurs a Break in Service in a Vesting Computation Period in which he/she fails to complete a Year of Service.

(B) Definition of Forfeiture Break in Service. A Participant incurs a Forfeiture Break in Service when he/she incurs 5 consecutive Breaks in Service.

(C) [Reserved]

(D) Adoption Agreement Provisions. The Employer may specify, in Appendix B to its Adoption Agreement, one or more years or other periods of service which the Plan will disregard for purposes of vesting, based on Separation from Service, Breaks in Service, or Forfeiture Breaks in Service.

5.07 FORFEITURE OCCURS.

(A) Timing. A Participant's forfeiture of his/her non-Vested Account Balance derived from Employer Contributions occurs under the Plan on the earlier of:

(1) **Forfeiture Break.** The last day of the Vesting Computation Period in which the Participant first incurs a Forfeiture Break in Service; or

(2) **Separation.** As soon as reasonably practical after the date the Participant severs employment.

(B) Forfeiture Based on Vesting Schedule and Lost Participant Status. The Plan Administrator determines the percentage of a Participant's Account Balance forfeiture, if any, under this Section 5.07 solely by reference to the vesting schedule the Employer elected in its Adoption Agreement. A Participant does not forfeit any portion of his/her Account Balance for any other reason or cause except as expressly provided by this Section 5.07 or as provided under Section 7.07 with respect to lost Participants.

5.08 [RESERVED]

5.09 TREATMENT OF NONVESTED AMOUNTS. All Employer Contributions for a Participant, to the extent not vested, will be credited to a separate account for recordkeeping purposes and treated as made to a contract to which Code §403(c) (or another applicable provision of the Code) applies. On or after the date on which the Participant's interest in the separate account becomes nonforfeitable, the contract shall be treated as an Annuity Contract or Custodial Account if: (1) no election has been made under Code §83(b) with respect to the contract; (2) the Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (3) contributions subject to different vesting schedules have been maintained in separate accounts; and (4) the separate account at all times satisfied the requirements of Code §403(b) except for the nonforfeitable requirement in Code §403(b)(1)(C). If only a portion of the Participant's interest in a separate account becomes nonforfeitable in a year, then that portion of the contract will be considered an Annuity Contract or Custodial Account and the remaining forfeitable portion will be considered a separate contract to which Code §403(c) (or another applicable provision of the Code) applies. Each contribution (and Earnings thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant. The phrase "separate account" used in this Section refers to recordkeeping entries, and does not require the maintenance of a separate account or Annuity Contract or Custodial Account.

5.10 EMPLOYEE CONTRIBUTIONS. A Participant who is either fully or partially vested in his or her Employer Contributions will not forfeit any of those contributions merely as the result of a distribution of all or any portion of the Participant's Employee Contributions.

ARTICLE 6. DISTRIBUTIONS

6.01 TIMING OF DISTRIBUTION. Except as otherwise provided in Section 6.01(A), if the Participant is entitled to a distribution, the Vendor will commence distribution of a Participant's Vested Account Balance in accordance with this Article 6 after the Participant's request on a form prescribed by the Plan or the Vendor. The Vendor may make Plan distributions on any administratively practicable date during the Plan Year, consistent with the Investment Arrangement Documentation.

(A) Relationship Between Plan and Investment Arrangement Documentation. This Article 6, together with the corresponding Adoption Agreement elections applies to set forth the permissible distributable events and timing. If the Documentation for a particular Investment Arrangement does not provide for a particular distributable event, then such a distribution is unavailable from that Investment Arrangement. For example, if the Plan allows for hardship distributions, and all Investment Arrangements under the Plan except one permit hardship distributions, then hardship distributions are not available from that one Investment Arrangement. By contrast, if the Plan does not allow hardship distributions, then they are not available under any Investment Arrangement in the Plan, regardless of the Investment Arrangement Documentation. Any distribution is subject to the terms of the applicable Investment Arrangement Documentation.

(B) Entitlement to Distribution. A Participant is entitled to a distribution after Severance of Employment at the time specified in the Investment Arrangement Documentation, or, if later, the time specified in the Adoption Agreement. If the Investment Arrangement Documentation does not specify the timing of distributions after Severance of Employment, the Participant is entitled to a distribution within an administratively reasonable period following Severance of Employment. The failure of a Participant to request a distribution shall be deemed to be an election to defer a distribution. The Plan will make distributions following the Participant's death in accordance with Section 6.01(C). A Participant is entitled to a distribution prior to Severance of Employment under the rules of Section 6.01(D) in accordance with the Employer's elections in the Adoption Agreement. However, the Plan will not make a distribution which would violate Section 6.01(E).

(C) Distribution Upon Death. In the event of the Participant's death (whether death occurs before or after Severance from Employment), the Plan Administrator will direct the Vendor, in accordance with this Section 6.01(C) and subject to Section 6.02, to distribute to the Participant's Beneficiary the Participant's Vested Account Balance remaining in the Investment Arrangement at the time of the Participant's death (with applicable Earnings through the date of distribution).

(1) Single Payment. If the Participant's Vested Account Balance does not exceed \$5,000, the Vendor will distribute the balance without regard to Section 6.04. The distribution will be made in a lump sum (which will be a Cash-Out Distribution if the Participant's Account Balance is not 100% Vested on death) unless the Plan's

distribution form provides otherwise. If the Participant's Vested Account Balance exceeds \$5,000, the Vendor will distribute the balance subject to Sections 6.02, 6.03, and 6.04.

(D) In-Service Distribution. The Employer in its Adoption Agreement must elect the distribution election rights, if any, a Participant has prior to his/her Severance from Employment ("In-Service Distribution").

(1) **Vesting and Other Conditions.** If a Participant receives an In-Service Distribution as to a partially-Vested Account, and the Participant has not incurred a Forfeiture Break in Service, the Plan Administrator will apply the vesting provisions of Section 5.03(C). The Employer in its Adoption Agreement may elect to limit any In-Service Distribution only to Participants who are 100% vested or to apply other conditions.

(2) **Participant Election.** A Participant must make any permitted In-Service Distribution election under this Section 6.01(D) in writing and on a form prescribed by the Plan or the Vendor which specifies the percentage or dollar amount of the distribution and the Participant's Plan Account to which the election applies.

(3) **Frequency, Timing and Form.** The Investment Arrangement Documentation may limit the frequency, timing, and form of In-Service Distribution.

(4) **Hardship.** See Section 6.07 regarding requirements for distributions based on hardship.

(5) **Rollover Contributions and Employee Contributions.** A Participant may elect to receive an In-Service Distribution of his/her Accounts attributable to Rollover Contributions and Employee Contributions subject to Sections 6.01(D)(2) and (3), except as the Employer provides otherwise in Appendix B to its Adoption Agreement. Distribution of a Rollover Contribution or Employee Contribution is subject to Section 6.04 if Section 6.04 otherwise applies to the Participant.

(6) **Distribution Events for Non-Elective Deferral Accounts in Annuity Contracts.** The Employer in its Adoption Agreement may elect to permit an In-Service Distribution of any Account in an Annuity Contract other than an Elective Deferral Account upon a Participant's attainment of a stated age, after a fixed number of years, or based on some other specified event. Such amounts are not Restricted Balances unless such amounts are QNEC Accounts.

(7) **In-Plan Roth Rollover Contributions.** Except as otherwise elected in Appendix B to the Adoption Agreement, and subject to the terms of the applicable Investment Arrangement Documentation and/or the Vendor's operational capabilities, if the Employer in its Adoption Agreement elects under Section 3.08(E) to permit In-Plan Roth Rollover Contributions, (a) all Accounts (except a Roth Account) from which the Participant could then receive a distribution are eligible for an In-Plan Roth Rollover attributable to otherwise distributable amounts; (b) all Accounts (except a Roth Account) which may not be distributed are eligible for an In-Plan Roth Rollover attributable to otherwise nondistributable amounts; (c) a Participant may, if elected by the Employer in Appendix B to its Adoption Agreement, distribute and roll over his/her Plan loan in an In-Plan Roth Rollover, but without changing the loan repayment schedule; (d) any amount may be distributed in an In-Plan Roth Rollover with no minimum; (e) a Participant may receive In-Service Distributions from his/her In-Plan Roth Rollover Account under the same conditions as the Participant's Roth Elective Deferral Account; and (f) In-Service Distributions which are eligible for an In-Plan Roth Rollover are limited to those which are available for other types of distributions. If the Employer in Appendix B to its Adoption Agreement provides for In-Service Distributions which are limited to In-Plan Roth Rollovers, the Employer in Appendix B to its Adoption Agreement may permit distribution of an additional amount solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includable in the Participant's gross income by reason of the In-Plan Roth Rollover (and the amount withheld for income taxes), subject to the Vendor's operational capabilities. The Plan Administrator, subject to the Vendor's operational capabilities, may limit the amount of the 100% withholding distribution to the amount the Plan Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution. This Section 6.01(D)(7), other than clause (b), is effective no sooner than September 28, 2010. Clause (b) is effective no earlier than January 1, 2013.

(8) **EACA Permissible Withdrawals.** If the Employer maintains the Plan as a EACA as defined under Section 3.02(B) and the Employer elects in its Adoption Agreement to allow permissible withdrawals, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic Deferrals (and allocable Earnings) as a permissible withdrawal, in accordance with the provisions of Section 3.02(B)(2).

(9) **Pre-2009 Annuity Contracts.** If an Annuity Contract an Insurance Company issued before January 1, 2009 provides for In-Service Distributions other than those described in the Adoption Agreement, then amounts held in that Annuity Contract may be distributed in service in accordance with its terms unless the Employer has elected not to permit such distributions in Appendix B to its Adoption Agreement.

(10) **Qualified Reservist Distribution (“QRD”) and Active Military Distribution (HEART Act).** The Employer in its Adoption Agreement may elect to permit an In-Service Distribution of Elective Deferrals as a Qualified Reservist Distribution, or QRD. A QRD means a qualified reservist distribution as defined under Code §72(t)(2)(G)(iii). A QRD is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (A) the distribution is from the Elective Deferral Account; (B) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (C) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period. In addition, the Employer in its Adoption Agreement may elect to permit a deemed severance distribution for a Participant performing service in the uniformed services as described in Code §3401(h)(2)(A), as further described in Section 6.11.

(E) 403(b) Distribution Restrictions.

(1) **Limitations.** A Participant may not receive a distribution of the Participant’s Restricted Balances except in the event of: (a) the Participant’s death, Disability, Severance of Employment or attainment of age 59 ½; (b) except with regard to Employer Contributions under a Custodial Account and QNECs, hardship in accordance with Section 6.07; (c) Plan termination, as provided for in Section 9.05; (d) Excess Deferrals described in Section 4.10(A)(2); (e) corrective distributions under Article 4 or Section 7.08, or otherwise permitted by the Code; or (f) as may otherwise be provided by law and in IRS Guidance. This limitation will be applied in conformance with Treas. Reg. §§1.403(b)-6(c) and (d). Also see Sections 6.05 relating to domestic relations orders and 7.05(G) relating to IRS levies.

(2) **Definition of “Restricted Balances.”** A Participant’s Restricted Balances are the Participant’s Elective Deferral Account under an Annuity Contract, all Accounts under a Custodial Account (or transferred from a Custodial Account) and QNEC Account. Restricted Balances do not include (a) Employer Contribution Accounts in an Annuity Contract which were not transferred from a Custodial Account; (b) any Accounts consisting of Employee Contributions or Rollover Contributions and Earnings thereon; or (c) pre-1989 Elective Deferral contributions (excluding Earnings thereon) to an Annuity Contract that are separately accounted for (which may be distributed in accordance with the terms of the Investment Arrangement Documentation).

(F) Mandatory Distributions. The Employer in its Adoption Agreement may elect to have the Plan make Mandatory Distributions. A Mandatory Distribution is a Plan-required distribution to or for a Participant without the Participant’s consent upon Severance from Employment, other than a distribution based on the Participant’s death or on account of Plan termination. A Mandatory Distribution may not exceed the amount the Employer elects in its Adoption Agreement or such lesser amount that may be specified in the Investment Arrangement. In applying the elected Mandatory Distribution amount, the Plan Administrator will include or exclude a Participant’s Rollover Contributions Account as the Employer elects in its Adoption Agreement. A Mandatory Distribution does not include the remaining balance of any installment distribution which has already commenced. The Employer will notify the Vendor within a reasonable period of time of each Participant’s Severance from Employment. The Vendor, upon notification by the Employer, will distribute a Participant’s Mandatory Distribution in a lump sum within a reasonable period of time after notification by the Employer of the Participant’s Severance from Employment. The provisions of this Section 6.01(F) do not impair the Participant’s right to receive a distribution of the Participant’s Vested Account Balance under other Plan provisions prior to receipt of the Mandatory Distribution. If the Vendor Documentation provides for Mandatory Distributions, those provisions shall apply to Investment Arrangements held by the Vendor as though elected by the Employer in its Adoption Agreement. See Section 6.08 regarding direct rollovers and automatic rollovers.

6.02 REQUIRED MINIMUM DISTRIBUTIONS. The Plan will comply with the minimum distribution requirements of Code §401(a)(9) in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the IRS. For purposes of applying the distribution rules of Code §401(a)(9), each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. §1.403(b)-6(e). “RMD” refers to a required minimum distribution amount the Plan must distribute pursuant to those rules.

6.03 METHOD OF DISTRIBUTION. Subject to any contrary requirements imposed by the Plan or the Adoption Agreement, a Participant or a Beneficiary may elect distribution under any method permitted in the Investment Agreement Documentation. If the Investment Agreement Documentation does not specify, the Participant or Beneficiary may elect to receive

payment in the method or methods specified in the Adoption Agreement. If the Participant receives an annuity, the annuity must be nontransferable and otherwise must comply with the Plan terms. This Section 6.03 does not apply to the extent provided in Section 6.01(A). If the Vendor is not an Insurance Company, all references in the Plan to the Vendor's distribution of an annuity contract shall mean that the Vendor shall take the direction of the Plan Administrator to (a) purchase such annuity contract on behalf of a Participant or Beneficiary, using the assets in his or her Account, from an Insurance Company identified by the Plan Administrator or (b) transfer the assets of the Participant's or Beneficiary's Account to an Insurance Company to purchase a payout annuity for such Participant or Beneficiary that meets the requirements of Code §403(b) and the Plan. The Plan Administrator may direct the Vendor to cancel uncashed checks issued from the Plan to a Participant or a Beneficiary after a reasonable period of time and redeposit the underlying proceeds into the Plan for the benefit of the payee, to the extent consistent with the Investment Arrangement Documentation, the Code and ERISA (if applicable).

(A) Account Types and Sourcing Elections. Subject to the Vendor's operational limitations, if a Participant who will receive a partial distribution of his/her Plan Account has both a Roth Deferral Account (or some other Account with tax basis) and one or more pre-tax Accounts including a Pre-Tax Deferral Account, the Plan Administrator operationally will determine the Account source(s) from which the Vendor will make the distribution. The Plan Administrator also may permit the affected Participant to elect the Account source(s) of the Participant's distribution unless such elections are contrary to the Code or the Vendor's operational limitations. This Section (A) as to election of Account sources from among multiple sources does not apply to the extent that a Participant is eligible under the Plan terms to receive a distribution only from one specific Account source.

6.04 ANNUITY DISTRIBUTIONS TO PARTICIPANTS AND TO SURVIVING SPOUSES. The joint and survivor annuity distribution requirements of this Section 6.04 do not apply to the Plan unless elected by the Employer in its Adoption Agreement.

(A) Qualified Joint and Survivor Annuity (QJSA). If this Section 6.04 does apply, the Vendor will distribute a married or unmarried Participant's Vested Account Balance in the form of a QJSA (or in the form of a QOSA described in Section 6.04(A)(8)), unless the Participant, and spouse if the Participant is married, waive the QJSA in accordance with this Section 6.04(A).

(1) **Definition of QJSA if Married.** If, as of the Annuity Starting Date, the Participant is married (even if the Participant has not been married throughout the one year period ending on the annuity starting date), a QJSA is an immediate annuity which is purchasable with the Participant's Vested Account Balance and which provides a life annuity for the Participant and a survivor annuity payable for the remaining life of the Participant's surviving spouse equal to 50% of the amount of the annuity payable during the life of the Participant.

(2) **Definition of QJSA if Not Married.** If, as of the Annuity Starting Date, the Participant is not married, a QJSA is an immediate life annuity for the Participant which is purchasable with the Participant's Vested Account Balance.

(3) **Modification of QJSA Benefit.** An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify a different percentage (more than 50% but not exceeding 100%) for the survivor annuity.

(4) **Definitions of Life Annuity and Survivor Annuity.** A life annuity means an annuity payable to the Participant in equal installments for the life of the Participant that terminates upon the Participant's death. A survivor annuity means an annuity payable to the Participant's surviving spouse in equal installments for the life of the surviving spouse that terminates upon the death of the surviving spouse.

(5) **QJSA Notice and Timing.** At least 30 days and not more than 180 days before the Participant's Annuity Starting Date, the Plan must provide the Participant a written explanation of the terms and conditions of the QJSA, the Participant's right to make, and the effect of, an election to waive the QJSA benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election.

(6) **Waiver Frequency and Timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QJSA or make a new waiver during the election period. The Participant (and his/her spouse, if the Participant is married), may revoke an election to receive a particular form of benefit at any time until the Annuity Starting Date.

(7) **Married Participant Waiver.** A married Participant's QJSA waiver election is not valid unless: (a) the Participant's spouse (to whom the survivor annuity is payable under the QJSA), after the Participant has

received the QJSA notice, has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his/her representative) witnesses the spouse's consent; (b) the spouse consents to the alternative form of payment designated by the Participant or to any change in that designated form of payment; and (c) unless the spouse is the Participant's sole primary Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation.

- (a) **Effect of Spousal Consent and Blanket Waiver.** The spouse's consent to a waiver of the QJSA is irrevocable, unless the Participant revokes the waiver election. The spouse may execute a blanket consent to the Participant's future payment form election or Beneficiary designation, if the spouse acknowledges the right to limit his/her consent to a specific designation but, in writing, waives that right.
 - (b) **Spousal Consent Not Required.** The Plan Administrator will accept as valid a waiver election which does not satisfy the spousal consent requirements if it is established to the satisfaction of the Plan Administrator that: (i) the Participant does not have a spouse, (ii) the spouse cannot be located, (iii) the Participant is legally separated or has been abandoned (within the meaning of applicable state law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which ERISA excuses the spousal consent requirement (even though the Plan is not subject to ERISA). If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.
- (8) **Qualified Optional Survivor Annuity (QOSA).** A Participant who elects to waive the QJSA form of benefit is entitled to elect the QOSA at any time during the applicable QJSA election period. The QJSA notice will explain the terms and conditions of the QOSA. The QJSA provisions of Section 6.04(A) apply to a QOSA the Participant elects pursuant to this Section 6.04(A)(8).

- (a) **Definition of QOSA.** A QOSA is an Annuity Contract: (i) for the life of the Participant with a Survivor Annuity for the life of the spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the spouse; and (ii) which is the actuarial equivalent of a single annuity for the life of the Participant. A QOSA also includes any annuity in a form having the effect of an annuity described in the preceding sentence.
- (b) **Definition of Applicable Percentage.** For purposes of this Section 6.04(A)(8), the Applicable Percentage is based on the Survivor Annuity percentage under the Plan's QJSA. If the Survivor Annuity percentage is less than 75%, then the Applicable Percentage is 75%. If the Survivor Annuity percentage is greater than or equal to 75%, the Applicable Percentage is 50%.
- (c) **No Spousal Consent Requirement for QOSA.** A Participant may elect a QOSA without spousal consent.

(B) Qualified Preretirement Survivor Annuity (QPSA). If a married Participant dies prior to his/her Annuity Starting Date, the Plan Administrator will direct the Vendor to distribute a portion of the Participant's Vested Account Balance to the Participant's surviving spouse in the form of a QPSA, unless the Participant has a valid waiver election in effect or unless the Participant and his/her spouse were not married throughout the one year period ending on the date of the Participant's death.

- (1) **Definition of QPSA.** A QPSA is an annuity which is purchasable with 50% of the Participant's Vested Account Balance (determined as of the date of the Participant's death) and which is payable for the life of the Participant's surviving spouse.
- (2) **Modification of QPSA.** An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify a different percentage (more than 50% but not exceeding 100%) for the QPSA.
- (3) **Ordering Rule.** The value of the QPSA is attributable to Employer Contributions, Pre-Tax Deferrals, and Roth Deferrals in the same proportion as the Participant's Vested Account Balance is attributable to those contributions.

(4) **Disposition of Remaining Balance.** The portion of the Participant's Vested Account Balance not payable as a QPSA is payable to the Participant's Beneficiary, in accordance with the remaining provisions of this Article 6.

(5) **Surviving Spouse Elections.** If the Participant's Vested Account Balance which the Vendor would apply to purchase the QPSA exceeds \$5,000, the Participant's surviving spouse may elect to have the Vendor commence payment of the QPSA at any time following the date of the Participant's death, but not later than Section 6.02 requires, and may elect any of the forms of payment described in Section 6.03, in lieu of the QPSA. In the absence of an election by the surviving spouse, the Plan Administrator must direct the Vendor to distribute the QPSA on the earliest administratively practicable date following the close of the Plan Year in which the latest of the following events occurs: (a) the Participant's death; (b) the date the Plan Administrator receives notification of or otherwise confirms the Participant's death; (c) the date the Participant would have attained Normal Retirement Age; or (d) the date the Participant would have attained age 62.

(6) **QPSA Notice and Timing.** The Plan must provide a written explanation of the QPSA to each married Participant within the following period which ends last: (a) the period beginning on the first day of the Plan Year in which the Participant attains age 32 and ending on the last day of the Plan Year in which the Participant attains age 34; (b) a reasonable period after an Employee becomes a Participant; (c) a reasonable period after Section 6.04 of the Plan becomes applicable to the Participant; or (d) a reasonable period after the Plan no longer satisfies the requirements for a fully subsidized benefit. A "reasonable period" described in clauses (b), (c) and (d) is the period beginning one year before and ending one year after the applicable event. If the Participant separates from Service before attaining age 35, clauses (a), (b), (c) and (d) do not apply and the Plan must provide the QPSA notice within the period beginning one year before and ending one year after the Separation from Service. The QPSA notice must describe, in a manner consistent with IRS Guidance, the terms and conditions of the QPSA and of the waiver of the QPSA, comparable to the QJSA notice required under Section 6.04(A)(5).

(7) **Waiver Frequency and Timing.** The Plan does not limit the number of times the Participant may revoke a waiver of the QPSA or make a new waiver during the election period. The election period for waiver of the QPSA ends on the date of the Participant's death. A Participant's QPSA waiver election is not valid unless the Participant makes the waiver election after the Participant has received the QPSA notice and no earlier than the first day of the Plan Year in which he/she attains age 35. However, if the Participant incurs a Separation from Service prior to the first day of the Plan Year in which he/she attains age 35, the Plan Administrator will accept a waiver election as to the Participant's Account Balance attributable to his/her Service prior to his/her Separation from Service. In addition, if a Participant who has not incurred a Separation from Service makes a valid waiver election, except for the age 35 Plan Year timing requirement above, the Plan Administrator will accept that election as valid, but only until the first day of the Plan Year in which the Participant attains age 35.

(8) **Spousal Consent to Waiver.** A Participant's QPSA waiver is not valid unless the Participant's spouse (to whom the QPSA is payable) satisfies or is excused from the consent requirements as described in Section 6.04(A)(7)(b), except the spouse need not consent to the form of benefit payable to the designated Beneficiary. The spouse's consent to the waiver of the QPSA is irrevocable, unless the Participant revokes the waiver election. The spouse also may execute a blanket consent as described in Section 6.04(A)(7)(a).

(C) **Effect of Waiver.** If the Participant has in effect a valid waiver election regarding the QJSA or the QPSA, the Vendor will distribute the Participant's Vested Account Balance in accordance with Sections 6.01, 6.02 and 6.03.

(D) **Loan Offset.** The Plan Administrator will reduce the Participant's Vested Account Balance by any security interest (pursuant to any offset rights authorized by Section 6.06) held by the Plan by reason of a Participant loan, to determine the value of the Participant's Vested Account Balance distributable in the form of a QJSA or QPSA, provided the loan satisfied the spousal consent requirement described in Section 7.06(D).

(E) **Effect of QDRO.** For purposes of applying this Article 6, a former spouse (in lieu of the Participant's current spouse) is the Participant's spouse or surviving spouse to the extent provided under a QDRO described in Section 6.05. The provisions of this Section 6.04 apply separately to the portion of the Participant's Vested Account Balance subject to a QDRO and to the portion of the Participant's Vested Account Balance not subject to the QDRO.

(F) **Vested Account Balance Not Exceeding \$5,000.** The Vendor must distribute in a lump sum, a Participant's Vested Account Balance which the Vendor otherwise under Section 6.04 would apply to provide a QJSA or QPSA benefit, where the Participant's Vested Account Balance does not exceed \$5,000.

(G) [Reserved]

(H) One-Year Marriage Rule. The Employer in its Adoption Agreement may elect to apply the “one-year marriage rule.” If the Employer elects to apply the one-year marriage rule, a Participant is not considered married unless the Participant and his/her spouse were married throughout the one year period ending on the date of the Participant’s death. Unless otherwise specified in the applicable Investment Arrangement Documentation, the Employer’s election applies to both QJSAs and QPSAs under the Plan.

6.05 DISTRIBUTIONS UNDER A QDRO. Notwithstanding any other provision of this Plan, the Vendor, in accordance with the direction of the Plan Administrator, must comply with the provisions of a QDRO, as defined in Code §414(p)(1)(A), which is issued with respect to the Plan.

(A) Distribution at Any Time. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, subject to the following sentences, irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)(4)(B)) under the Plan. However, a distribution to an alternate payee prior to the Participant’s attainment of earliest retirement age is available only if: (1) the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution; and (2) if the present value of the alternate payee’s benefits under the Plan exceeds \$5,000, and the QDRO requires the alternate payee’s consent to any distribution occurring prior to the Participant’s attainment of earliest retirement age, the alternate payee gives such consent. Notwithstanding any other provision of the Plan to the contrary or the terms of any QDRO, if the Employer has elected to have the Plan make Mandatory Distributions under Section 6.01(F) and the alternate payee’s benefits under the Plan do not exceed \$5,000, distribution shall be made to the alternate payee in a lump sum as soon as practicable following the Plan Administrator’s determination that the order is a QDRO.

(B) Plan Terms Otherwise Apply. Except as to timing of distribution commencement under Section 6.05(A), nothing in this Section 6.05 gives a Participant or an alternate payee a right to receive a type or form of distribution, to receive any option or to increase benefits in a manner that the Plan does not permit.

(C) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order (as defined under Code §414(p)(1)(B) and Section 1.58).

(1) **Notices and Order Status.** Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan’s procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator’s determination. The Plan Administrator must provide notice under this Section 6.05(C)(1) by mailing to the individual’s address specified in the domestic relations order, or in a manner consistent with DOL regulations. If the order is not determined to be a QDRO, then no amounts will be paid pursuant to the order to the alternate payee.

(2) **Interim Amounts Payable.** If any portion of the Participant’s Vested Account Balance is payable during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must make a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will direct the Vendor to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

(3) **Segregated Account.** To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator under Section 7.04(A)(2)(c) may direct the Vendor to set up a segregated investment account for each alternate payee. The Vendor will make any payments or distributions required under this Section 6.05 by separate benefit checks or other separate distribution to the alternate payee(s).

(4) **Safe Harbor Exemption.** See Section 7.01(I) regarding delegation of authority if the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption.

(D) Alternate Domestic Relations Procedure for Certain Non-ERISA Plans. If the Employer has elected in Appendix B to its Adoption Agreement to apply this alternate procedure, then the provisions of this Section (D) will apply in lieu of the balance of this Section 6.05. 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 (“domestic relations order”), then the amount of the Participant’s Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator will establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any provision in other Sections of the Plan relating to alternate payees will apply to the distribution under a domestic relations order.

6.06 DEFAULTED LOAN – TIMING OF OFFSET. If a Participant or a Beneficiary defaults on a Plan loan, the Plan Administrator will determine the timing of the reduction (offset) of the Participant’s Vested Account Balance in accordance with this Section 6.06 and the Plan’s loan policy.

(A) Offset if Distributable Event. If, under the loan policy a loan default also is a distributable event under the Plan, the Plan Administrator directs the Vendor, at the time of the loan default, to foreclose on the promissory note and offset the Participant’s Vested Account Balance by the lesser of the amount in default (including accrued interest) or the Plan’s security interest in that Vested Account Balance.

(B) Restricted Balances. To the extent the loan is attributable to the Participant’s Restricted Balances, the Plan Administrator directs the Vendor to offset the Participant’s Vested Account Balance upon the earlier of the date the Participant incurs a Severance from Employment or the date the Participant attains age 59 ½. Consistent with its loan policy, the Plan also may offset a Participant’s defaulted loan upon Plan termination, provided the Participant’s Account Balance is distributable upon Plan termination.

6.07 HARDSHIP DISTRIBUTIONS. Hardship distributions are permitted under the Plan to the extent permitted by the Adoption Agreement. However, in no event will a hardship distribution be available under an Investment Arrangement which does not provide for hardship distributions. Any hardship distribution will comply with the standards in Section 6.07(A) and comply with the operational rules in Section 6.07(B). Section 6.07(C) contains definitions which apply to hardship distributions.

(A) Standards. All hardship distributions must comply with Treas. Reg. §1.401(k)-1(d)(3) and associated IRS Guidance. Unless otherwise provided in an Investment Arrangement, hardship distributions will conform to the “safe harbor need” and “safe harbor necessity” definitions set forth in Section 6.07(C). A hardship distribution from an Investment Arrangement is limited to the aggregate dollar amount of the Participant’s Elective Deferrals under the Investment Arrangement (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the participant from the Investment Arrangement.

(B) Operational Rules.

(1) **Deferral Suspension.** To the extent a hardship distribution to a Participant must comply with the safe harbor necessity rules, the Participant will not be able to make Elective Deferrals or Employee (after-tax) Contributions under the Plan during the 6-month period beginning on the date the Participant receives the hardship distribution. The Plan Administrator (subject to the Vendor’s operational capabilities) or the Vendor may adopt a uniform policy that such a suspension will have the effect of revoking the Participant’s Salary Reduction Agreement; however, the Participant must have the effective opportunity to enter into a new Salary Reduction Agreement effective after the expiration of the 6-month suspension period.

(2) **Information Sharing.** The Employer and the Vendors will exchange information to the extent necessary to implement hardship provisions. If a hardship distribution to a Participant conforms to the safe harbor necessity rules, the Vendor will notify the Employer of the distribution so the Employer can implement the restriction in Section 6.07(B)(1). If the hardship distribution does not comply with the safe harbor necessity rules (because the distribution is intended to comply with Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)), the party responsible for approving the distribution must obtain information from the Employer and other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need. See also Section 9.07 regarding information sharing.

(3) **Beneficiary Hardship Distribution.** A hardship distribution on account of a hardship need of the Participant’s Beneficiary is available as permitted in the hardship distribution election form.

(C) Definitions.

(1) **Safe Harbor Need.** A distribution conforms to the safe harbor need rules if it is for a purpose described in Treas. Reg. §1.401(k)-1(d)(3)(iii)(B), as modified by Q&A 5 of Notice 2007-7 (relating to beneficiary hardship distributions) or other IRS guidance.

(2) **Safe Harbor Necessity.** A distribution conforms to the safe harbor necessity rules if the amount of the distribution does not exceed the amount of the Participant's immediate and heavy financial need and the distribution otherwise complies with Treas. Reg. §1.401(k)-1(d)(3)(iv)(E).

(D) **Ordering.** If the Plan permits a hardship distribution from more than one Account type, the Plan (or the Participant in a form that the Plan provides for this purpose), subject to the Investment Arrangement Documentation and the Vendor's operational capabilities, may determine any ordering of a Participant's hardship distribution from the hardship distribution eligible Accounts, including ordering as between the Participant's Pre-Tax Deferral Account and Roth Deferral Account, if any, provided that any ordering is consistent with any restriction on hardship distributions under this Section 6.07.

6.08 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS.

(A) **Election.** A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner prescribed by the Vendor, to have any portion of his/her Eligible Rollover Distribution from the Plan paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover. For purposes of this Section 6.08, a Participant includes as to their respective interests: (1) a Participant's surviving spouse, (2) the Participant's spouse or former spouse who is an alternate payee under a QDRO, or (3) any other Beneficiary of a deceased Participant who is a Designated Beneficiary under Treas. Reg. §1.401(a)(9)-4.

(B) **Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the distribution of an Eligible Rollover Distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable IRS Guidance) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice"). A recipient of an Eligible Rollover Distribution (whether he/she elects a Direct Rollover or elects to receive the distribution), also may elect to receive distribution at any administratively practicable time which is earlier than 30 days (but more than 7 days if Section 6.04 applies) following receipt of the rollover notice. The provisions of this Sections 6.08(B) do not apply to distributions to a Beneficiary described in Section 6.08(A)(3).

(C) **Default Rollover.** The Vendor, in the case of a Participant who does not respond timely to the rollover notice, may make a Direct Rollover of the Participant's Account in lieu of distributing the Participant's Account.

(D) **Automatic Rollover.** In the event of a Mandatory Distribution described in Section 6.01(F) greater than \$1,000 to a Participant (or such lesser amount as the Vendor may determine or the Employer elects in its Adoption Agreement), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan the Participant specifies in a Direct Rollover or to receive the distribution directly, then the Vendor will pay the distribution in a Direct Rollover to an Individual Retirement Plan subject to the following:

(1) **Determination of Mandatory Distribution Amount – Consideration of Rollovers.** The Vendor, in determining whether a Mandatory Distribution is greater than \$1,000 (or the applicable lesser amount) for purposes of this Section 6.08(D), will include or exclude the portion of the Participant's distribution attributable to any Rollover Contributions consistent with the Employer's Adoption Agreement election to include or exclude Rollover Contributions in defining a Mandatory Distribution, subject to Section 3.08(E)(3)(d) regarding In-Plan Roth Rollover Accounts.

(2) **Impact of Roth Sub-Accounts.** If a Mandatory Distribution amount is determined to be greater than \$1,000 (or the applicable lesser amount), for purposes of determining whether amounts are to be paid in cash or in a Direct Rollover to an Individual Retirement Plan, the Vendor will consider a Participant's Roth Deferral Account, In-Plan Roth Rollover Account and Rollover Account amounts attributable to designated Roth contributions (collectively, "Roth Sub-Accounts") separately from such Participant's other sub-accounts within his or her Account ("Non-Roth Sub-Accounts"), as permitted by Treasury Regulation §1.401(k)-1(f)(4)(ii). If the Roth Sub-Accounts and/or the Non-Roth Sub-Accounts are less than \$1,000 (or the applicable lesser amount), the Vendor will pay out such amount(s) in cash. Conversely, if the Roth Sub-Accounts and/or the Non-Roth Sub-Accounts are greater than \$1,000 (or the applicable lesser amount), the Vendor will pay such amount(s) in Direct Rollover(s) to the appropriate type of Individual Retirement Plan (e.g., Roth or non-Roth).

(3) **Beneficiaries, Alternate Payees and Termination.** The automatic rollover provisions of this Section 6.08(D) do not apply to payees described in Section 6.08(A)(1), (2), or (3) or to distributions to a Participant upon Plan termination.

(E) Limitation on Roth Rollovers. If a Participant wishes to roll over his/her Roth Deferral Account by a 60-day indirect rollover, the Participant may roll over only the taxable portion of the distribution to a Roth account in another plan. However, a Participant may use the 60-day rule to roll over the entire Roth Deferral Account to a Roth IRA.

(F) Definitions. The following definitions apply to this Section 6.08:

(1) **Direct Rollover.** A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan the distributee specifies in his/her Direct Rollover election or in the case of an automatic rollover, to the individual retirement plan that the Plan designates.

(2) **Eligible Retirement Plan.** An Eligible Retirement Plan is an individual retirement plan, an annuity plan described in Code §403(a), a qualified trust described in Code §401(a), an arrangement described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) sponsored by a governmental employer which accepts the Participant's or alternate payee's Eligible Rollover Distribution. However, with regard to a Participant's Roth Deferral Account, an Eligible Retirement Plan is a Roth IRA described in Code §408A, a Roth account in another plan which permits Roth deferrals. In the case of a Beneficiary described in Section 6.08(A)(3), an Eligible Retirement Plan is limited to an individual retirement plan that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code §408(d)(3)(C)).

(3) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the Participant's Vested Account Balance, except: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (b) any RMD under Section 6.02; (c) the portion of any distribution which is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (d) any hardship distribution; (e) any distribution which otherwise would be an Eligible Rollover Distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200; (f) any corrective distribution of excess amounts under Code §§402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; (g) any loans that are treated as deemed distributions under Code §72(p) (h) dividends paid on employer securities described in Code §408(k); (i) the costs of life insurance coverage (P.S. 58 costs); (j) prohibited allocations treated as deemed distributions under Code §409(p); and (k) permissible withdrawals from a EACA described in Code §414(w). For purposes of clause (e), a Participant's Roth Deferral Account is deemed to constitute a separate plan that is subject to a separate \$200 limit. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code §§408(a) or 408(b) or (ii) a qualified plan described in Code §§401(a) or 403(a), or (iii) a tax-sheltered annuity described in Code §403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(4) **Individual Retirement Plan.** An Individual Retirement Plan is an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b).

6.09 REPLACEMENT OF \$5,000 AMOUNT. An individual Investment Arrangement or the Employer in Appendix B to its Adoption Agreement may specify that as to any or all places in the Plan where a \$5,000 amount appears (other than Section 3.02(D)), a lesser amount will apply. However, the Employer's election in its Adoption Agreement with regard to the limit on Mandatory Distributions under Section 6.01(F) will apply to those distributions.

6.10 SEVERANCE FROM EMPLOYMENT. For purposes of Article 6, Severance from Employment or Separation from Service occurs on any date on which an Employee ceases to be an Employee of an Eligible Employer, even though the Employee may continue to be employed either (A) by another entity that is a Related Employer if that other entity is not an entity that can be an Eligible Employer or (B) in a capacity that is not employment with an Eligible Employer. However, an Employee has not suffered a Severance from Employment if the Employee transfers from one Code §501(c)(3) organization to another §501(c)(3) organization that is a Related Employer or if an Employee transfers from one Public School to another Public School of the same State employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee. For example, a new employer maintains a plan with respect to an Employee by continuing or assuming sponsorship of the plan or by accepting a transfer of Plan assets and liabilities with respect to the Employee.

6.11 DEEMED SEVERANCE DISTRIBUTIONS. The Employer in its Adoption Agreement will elect whether to permit a deemed severance distribution. If the Employer elects to permit a deemed severance distribution, then notwithstanding Section

1.27(A), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B) pursuant to the HEART Act) on active duty for a period of more than 30 days, the Participant will be deemed to have a Severance from Employment solely for purposes of distribution of amounts from Contribution Types the Employer has selected in the Adoption Agreement. If a Participant elects to receive a distribution on account of this deemed severance, and the distribution includes any of the Participant's Elective Deferrals, then the individual may not make Elective Deferrals or Employee Contributions to the Plan during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a QRD), then the other Plan provision will control and the 6-month suspension will not apply.

ARTICLE 7. ADMINISTRATIVE PROVISIONS

7.01 EMPLOYER ADMINISTRATIVE PROVISIONS.

(A) Information to Plan Administrator. The Employer must supply current information to the Plan Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Plan Administrator considers necessary to properly administer the Plan. The Plan Administrator will supply to the Vendors the information necessary for the administration of their Investment Arrangements and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Plan Administrator are conclusive as to all persons. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing an Investment Arrangement holding any part of the Participant's Account Balance.

(B) Plan Contributions. The Employer is solely responsible to determine the proper amount of any Employer Contributions it makes to the Plan and for the timely deposit to the Investment Arrangement of the Employer Contributions, Employee Contributions, and Elective Deferrals.

(C) Employer Action. The Employer must take any action under the Plan in accordance with applicable Plan provisions and with proper authority such that the action is valid and binding upon the Employer.

(D) No Responsibility for Others. The Employer has no responsibility or obligation under the Plan to Employees, Participants or Beneficiaries for any act (unless the Employer also serves in such capacities) required of the Plan Administrator, a Vendor, or any other service provider to the Plan.

(E) Indemnification of Certain Fiduciaries. The Employer will indemnify, defend and hold harmless the Plan Administrator from and against any and all loss resulting from liability to which the Plan Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Plan Administrator's defense, in case the Employer fails to provide such defense. The Plan Administrator and the Employer may execute a written agreement further delineating the indemnification agreement of this Section 7.01(E). The indemnification provisions of this Section 7.01(E) do not extend to any Vendor (including where the Vendor under Section 1.72 is serving as the Plan Administrator), third party administrator, or other Plan service provider unless so provided in a written agreement (including Investment Arrangement Documentation) executed by such persons and the Employer.

(F) [Reserved]

(G) Named Fiduciary. The Employer may designate in writing a person, persons and/or committees to serve as the "Named Fiduciary" of the Plan to perform certain specified functions that are required to be performed by a fiduciary under applicable law.

(H) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the ERISA Safe Harbor Exemption, the Employer will not make any discretionary determinations (e.g., loans, hardship withdrawals, domestic relations orders and distributions) under the Plan that are inconsistent with the ERISA Safe Harbor Exemption. See Appendix D to the Adoption Agreement regarding the allocation of responsibilities. If any Plan provision directs the Employer or Employer acting as Plan Administrator to make a discretionary determination inconsistent with the ERISA Safe Harbor Exemption, the discretionary determination will be made by the Vendor or the third party. This Paragraph supersedes any contrary provisions in the Plan or Investment Arrangement Documentation.

7.02 PLAN ADMINISTRATOR.

(A) **Expenses.** The Employer or the Plan will pay all reasonable expenses of the Plan Administrator, in accordance with Section 7.04(C)(2).

(B) **Resignation and Removal.** If one or more persons other than the Employer are serving as Plan Administrator, such person(s) will serve until they resign by written notice to the Employer or until the Employer removes them by written notice. In case of a vacancy in the position of Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy, subject to the limitations of Section 7.01(H).

(C) **General Powers and Duties.** Subject to the limitations of Section 7.01(H), and to the extent not formally or informally delegated to another party pursuant to Section 7.02(F), the Plan Administrator has the following general powers and duties which are in addition to those the Plan otherwise accords to the Plan or the Plan Administrator:

(1) **Eligibility and Benefit Determination.** To determine the rights of eligibility of an Employee to participate in the Plan, all factual questions that arise in the course of administering the Plan, the value of a Participant's Account Balance (based on the value of the Investment Arrangement assets, as determined by the Vendor) and the Vested percentage of each Participant's Account Balance.

(2) **Rules and Policies.** To adopt rules of procedure and regulations or policies the Plan Administrator considers reasonable or necessary for the proper and efficient administration of the Plan, provided the rules are not inconsistent with the terms of the Plan or the Code. The Plan Administrator may, but is not required to reduce such rules, regulations or policies to writing. The Plan Administrator at any time may amend or terminate prospectively any Plan policy without the requirement of a formal amendment. The Plan Administrator also may create and modify from time to time an administrative checklist which is not part of the Plan, but which is for the purpose of tracking certain plan operational features and to facilitate proper administration of the Plan.

(3) **Construction and Enforcement.** To construe and enforce the terms of the Plan and the rules and regulations and policies the Plan Administrator adopts, including discretion to interpret the basic plan document, the Adoption Agreement, any document related to the Plan's operation and the Investment Arrangement Documentation, other than the terms of any Investment Arrangement Documentation to which the Employer is not a party (e.g., individual Custodial Agreements and Annuity Contracts between a Vendor and a Participant).

(4) **Contributions, Distributions and Valuation.** To direct the Vendor regarding the crediting to, and distributions from, an Investment Arrangement and to establish additional Valuation Dates and direct the Vendor to conduct interim valuations as of such Valuation Dates.

(5) **Claims.** To review and render decisions regarding a claim for (or denial of a claim for) a benefit under the Plan.

(6) **Information to Employer.** To furnish the Employer with information which the Employer may require for tax or other purposes.

(7) **Service Providers.** To engage the service of agents whom the Plan Administrator may deem advisable to assist it with the performance of its duties.

(8) **Investment Manager.** If the Plan Administrator is the Named Fiduciary, to engage the services of an investment manager or managers, each of whom will have full power and authority to manage, acquire or dispose (or direct the Vendor with respect to acquisition or disposition) of any Plan asset under such manager's control. The Plan Administrator shall retain the authority to revoke any such appointment of any investment manager.

(9) **[Reserved]**

(10) **Records.** To maintain Plan records and records of the Plan Administrator's activities as necessary or appropriate for the proper administration of the Plan.

(11) **Tax Returns and Other Filings.** To file with the IRS as may be required, the Plan's informational tax return and to make such other filings as the Plan Administrator deems necessary or appropriate.

(12) **Notices and Disclosures.** To give and to make to Participants and to other parties all Plan related notices and disclosures required under the Code.

(13) **Overpayment.** As may be required or appropriate, to seek return from a Participant or Beneficiary of any distributed amount (plus Earnings, in the Plan Administrator's discretion) which exceeds the distributable Vested Account Balance (or exceeds the amount which otherwise should have been distributed) and to allocate any recovered overpayment in accordance with the Plan terms, and if necessary, offset any overpayments that are not returned against other Plan benefits to which the recipient is or will become entitled. The Plan Administrator is not required to seek the return of overpayment amounts from Participants, if an alternative approach is consistent with the correction principles of EPCRS and any applicable rules under EPCRS.

(14) **Catch-All.** To make any other determinations and undertake any other actions the Plan Administrator in its discretion believes are necessary or appropriate for the administration of the Plan (except to the extent that the Employer provides express contrary direction) and to otherwise administer the Plan in accordance with the Plan terms.

(D) 403(b) Plan Salary Deferrals. The Plan Administrator may adopt such policies regarding Elective Deferrals as it deems necessary or appropriate to administer the Plan. The Plan Administrator also will prescribe a Salary Reduction Agreement form for use by Participants. However, a Vendor may prescribe forms or policies necessary or appropriate to administering Elective Deferrals to the Vendor's Investment Arrangement.

(E) Plan Administrator Responsibility.

(1) **Acts of Others.** The Plan Administrator has no responsibility or obligation under the Plan to Participants or Beneficiaries for any act (unless the Plan Administrator also serves in such capacities) required of the Employer, the Vendor, or any other service provider to the Plan.

(2) **Plan Contributions.** The Plan Administrator shall be the Named Fiduciary responsible for ensuring the Employer remits contributions and loan repayments to the Vendor(s) as appropriate and shall have the duty and responsibility for the collection of such contributions and repayments when not timely made by the Employer, provided that the Plan Administrator may appoint another named fiduciary to handle such responsibility and notify the Vendor of such appointment in writing. The Vendor is not responsible to collect any required Plan contribution or to determine the correctness of any Employer contribution.

(3) **Reliance on Information.** The Plan Administrator and the Vendors in administering the Plan are entitled to, but are not required to rely upon, information which a Participant, Beneficiary, Vendor, the Employer, a Plan service provider or representatives thereof provide.

(F) Allocation of Responsibilities. Persons or entities to whom administrative functions have been allocated and the specific functions allocated to such persons or entities shall be identified in Appendix D to the Adoption Agreement. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Appendix. The Appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The Appendix may be modified from time to time. A modification of Appendix D to the Adoption Agreement is not an amendment of the Plan. Persons or entities identified in Appendix D to the Adoption Agreement to whom administrative functions have been delegated shall have all power and authority of the Plan Administrator to the extent necessary or appropriate to perform those functions.

7.03 DIRECTION OF INVESTMENT.

(A) Employer Direction of Investment. The Employer has the right to select the Investment Arrangements made available under the Plan unless an Investment Manager has been appointed to do so. The Employer may have the right to select the specific investment options to be made available by the Vendor under the Investment Arrangement, subject to the terms of the applicable Investment Arrangement Documentation. Subsequent changes to the availability of an Investment Arrangement or specific investment option under the Plan are subject to the terms of the applicable Investment Arrangement Documentation.

(B) Participant Direction of Investment. The Participant generally has the responsibility to direct the investment of his/her Plan Account among the investments identified in the Investment Arrangement Documentation, unless the

Plan Administrator or the Participant appoints an Investment Manager to invest his/her Plan Account. The Plan Administrator may impose reasonable administrative conditions on the Participants' ability to direct their Account investments. The Vendor may be directed by the Plan Administrator to change a Participant's investment election with respect to amounts already held in the Participant's Account and/or future contributions to such Participant's Account to investment option(s) identified by the Plan's investment fiduciary, following notice to such Participants as required by applicable law and the opportunity for such Participants to make an affirmative election regarding the investment of his/ her Plan Account. Subject to the terms of the Investment Arrangement Documentation, (1) while any balance remains in the Account of a Participant after his/her death, the Beneficiary of the Participant shall make decisions as to the investment of the Account as though the Beneficiary were the Participant, and (2) to the extent required by a QDRO, an alternate payee shall make investment decisions with respect to any segregated Account established in the name of the alternate payee. If the Vendor receives any contribution under the Plan as to which investment instructions have not been provided, such amount shall be invested in the investment identified for such purposes in the Investment Arrangement Documentation. The fiduciaries of the Plan shall be relieved of liability for any losses that are the direct and necessary result of investment instructions given by the Participant, his/ her Beneficiary, or an alternate payee under a QDRO.

(1) **Vendor Authorization and Procedures.** The Vendor will accept direction from each Participant (or from the Participant's properly appointed independent investment adviser or financial planner) only in the form or in the manner that the Plan or the Vendor provides or otherwise approves for this purpose. The Plan Administrator may establish procedures relating to Participant direction of investment under this Section 7.03(B) as are not inconsistent with the Plan Administrator's policy regarding Participant direction, including procedures or conditions for electronic transfers or for changes in investments by Participants or by their appointed independent investment advisers or planners.

(2) **Participant Loans.** As part of the loan policy the Plan Administrator establishes under Section 7.06, the Plan under Section 7.06(E) may treat a Plan loan made to a Participant as a Participant direction of investment.

(3) **Investment Services Programs.** The Plan Administrator may permit Participants to appoint an Investment Manager or Managers, which may be a Vendor or an affiliate thereof, to render investment allocation services, investment advice or investment management services (collectively, an "Investment Services Program") to the appointing Participants. The Plan Administrator may appoint an Investment Manager (which may be the Vendor or an affiliate thereof) to determine the allocation of amounts held in Participants' Accounts among various investment options (the "Managed Account" option) for Participants who direct the Vendor to invest any portion of their Accounts in the Managed Account option. The Investment options utilized under the Managed Account option may be those generally available under the Plan or may be as selected by the Investment Manager for use under the Managed Account option. Participation in an Investment Services Program or Managed Account option shall be subject to such conditions and limitations (including fees and account minimums) as may be imposed by the Investment Manager. The default enrollment of a Participant in an Investment Services Program or Managed Account option by the Plan Administrator, with notice and the ability of the Participant to opt out or subsequently change his or her investments, shall be deemed to constitute direction from the Participant under the Plan.

(C) **Direction Consistent with Plan.** To constitute a proper direction, any direction of investment given to a Vendor under the Plan must be in accordance with the Plan terms.

7.04 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) **Maintenance of Accounts.** The Plan Administrator will maintain, or direct the Vendors to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Earnings or request the Vendors to make its allocations to the Accounts of the Participants as necessary to maintain proper Plan records.

(1) **By Contribution Source.** The Plan Administrator, as necessary for the proper administration of the Plan, will establish and maintain sub-accounts within a Participant's Account as necessary to depict accurately a Participant's interest under the Plan attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, in-plan Roth rollovers, Employee Contributions, Mandatory Employee Contributions, Matching Contributions, Nonelective Contributions, QNECs, and Rollover Contributions (including Roth and pre-tax amounts), plus other sub-accounts as required from time to time.

(2) **Value of Account.** The value of a Participant's Account is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds which have not

been repaid to the Plan), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account Balance is its value as of the Valuation Date immediately preceding the date of the distribution.

(B) Allocation of Earnings. This Section 7.04(B) applies solely to the allocation of Earnings of the Investment Arrangement. Any references in this Section 7.04(B) to the Plan Administrator may include a Vendor. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article 3.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings since the last Valuation Date.

(2) **Definition of Valuation Date.** The Valuation Date or Dates applicable to a given Investment Arrangement will be as specified in the Investment Arrangement Documentation.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation Methods.** The Vendor will allocate Earnings to the Participant Accounts in accordance with the Investment Arrangement Documentation.

(C) Plan Expenses. The Plan Administrator must determine whether a particular Plan expense is a settlor expense which the Employer must pay.

(1) **Employer Election as to Non-Settlor Expenses.** All reasonable costs and expenses (including legal, accounting, and employee communication fees), which are not settlor expenses, incurred by the Plan Administrator, Vendors and other third parties in administering the Plan and Investment Arrangements may be paid from the forfeitures (if any) resulting under the Plan, the Fee Recapture Account (if any) or from Plan Accounts, unless paid by the Employer. The Employer will direct the Plan Administrator as to whether the Employer will pay any or all non-settlor reasonable Plan expenses or whether the Plan must bear the expense.

(2) **Allocation of Plan Expenses.** As to any and all non-settlor reasonable Plan expenses, including Vendor fees, which the Employer determines that the Plan will pay, the Plan Administrator has discretion: (i) to determine the method of allocating reasonable Plan expenses that are charged to the Plan as a whole; (ii) to determine which reasonable Plan expenses the Plan will charge to an individual Participant's Account; and (iii) to adopt an expense policy regarding the foregoing. The Plan Administrator must exercise its discretion under this Section 7.04(C)(2) in a reasonable, uniform manner. Subject to the terms of the Investment Arrangement Documentation, the Plan Administrator will direct the Vendor to pay from the Investment Arrangement or to charge to the overall Plan or to particular Accounts the expenses under this Section 7.04(C)(2) in accordance with the Plan Administrator's election of expense charging method or policy.

(a) **Charge to Overall Plan.** If the Plan Administrator charges a Plan expense to the Accounts of all Participants, the Plan Administrator may allocate the Plan expense either pro rata in relation to the total balance in each Account on the date the expense is allocated (or as of the most recent Valuation Date) or per capita (an equal amount) to each Participant's Account.

(b) **Charge to Individual Participant Accounts.** The Plan Administrator may charge a Participant's Account for any reasonable Plan expenses directly related to that Account, including, but not limited to the following categories of fees or expenses: distribution, loan, QDRO, "lost Participant" search, account maintenance, brokerage accounts, expedited check delivery, investment management (including registered investment advisors' fees) and benefit calculations. The Plan Administrator may charge a Participant's Account for the reasonable expenses incurred in connection with the maintenance of, or a distribution from, that Account even if the charging of such expenses would result in the elimination of the Participant's Account or in the Participant's not receiving an actual distribution. However, if the actual Account expenses exceed the Participant's Account Balance, the Plan Administrator will not charge the Participant outside of the Plan for such excess expenses.

(c) **Participant's Direct Payment of Investment Expenses.** The Plan Administrator may permit Participants to pay directly to the service provider, outside the Plan, Plan expenses such as investment management fees, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not "settlor" expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or by the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. This Section 7.04(C)(2)(c) does not permit a Participant to

reimburse the Plan for expenses the Plan previously has paid. To the extent a Participant does not pay an expense the Participant may pay according to this Section 7.04(C)(2)(c), the Plan Administrator will charge the expense under Sections 7.04(C)(2)(a) or 7.04(C)(2)(b) in accordance with the Plan Administrator's expense policy.

(d) **Charges to Participants Who Are Former Employees.** The Plan Administrator may charge reasonable Plan expenses to the Accounts of Participants who are former Employees, even if the Plan Administrator does not charge Plan expenses to the Accounts of Participants who are current Employees. The Plan Administrator may charge the Accounts of Participants who are former Employees by applying one of the Section 7.04(C)(2)(a) or (b) methods.

(D) **Fee Recapture Account.** The Plan Administrator in its discretion may use a Fee Recapture Account to pay non-settlor Plan Expenses and may allocate funds in the Fee Recapture Account (or excess funds therein after payment of Plan Expenses). The Plan Administrator will exercise its discretion in a reasonable manner. The Employer, in Appendix B to its Adoption Agreement, may specify a particular method the Plan Administrator will use to allocate excess funds in the Fee Recapture Account. A Fee Recapture Account is an account designated to receive amounts which a Plan service provider receives in the form of 12b-1 fees, sub-transfer agency fees, shareholder servicing fees or similar amounts (also known as "revenue sharing"), which the service provider receives from a source other than the Plan and which the service provider may remit to the Plan.

(E) **Late Trading and Market Timing Settlement.** In the event the Plan becomes entitled to a settlement from a mutual fund or other investment relating to late trading, market timing or other activities, the Plan Administrator will allocate the settlement proceeds to Participants and Beneficiaries, or in another reasonable manner as the Plan Administrator may determine.

7.05 PARTICIPANT ADMINISTRATIVE PROVISIONS.

(A) **Beneficiary Designation.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Vendor will pay all or any portion of the Participant's Vested Account Balance (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may, to the extent the Vendor permits, designate the form and method of distribution of his/her Account to the Beneficiary. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan in a manner acceptable to the Plan Administrator, the form will effectively revoke all designations filed with the Plan prior to that date by the same Participant. This Section 7.05(A) also applies to the interest of a deceased Beneficiary or a deceased alternate payee where the Beneficiary or alternate payee has designated a Beneficiary. Delivery of a beneficiary designation to a Vendor affects only distributions from the Investment Arrangement(s) that Vendor provides. In the event of a conflict between a beneficiary designation provided to the Plan Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation will control the distribution of the Vendor's Investment Arrangements.

(1) **Automatic Revocation of Spousal Designation.** A divorce decree revokes the Participant's prior designation, if any, of his/her spouse or former spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; (b) the Employer provides otherwise in Appendix B to its Adoption Agreement or (c) prohibited under state law. This Section 7.05(A)(1) applies solely to a Participant whose divorce becomes effective on or after the date the Employer executes this Plan unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

(2) **Coordination with QJSA and QPSA Requirements.** If Section 6.04 applies to the Participant, this Section 7.05 does not impose any special spousal consent requirements on the Participant's Beneficiary designation unless the Participant waives the QJSA or QPSA benefit. If the Participant waives the QJSA or QPSA benefit without spousal consent to the Participant's Beneficiary designation: (a) any waiver of the QJSA or of the QPSA is not valid; and (b) if the Participant dies prior to his/her Annuity Starting Date, the Participant's Beneficiary designation will apply only to the portion of the death benefit which is not payable as a QPSA. Regarding clause (b), if the Participant's surviving spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor as directed by the Plan Administrator will satisfy the spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.

(3) **Limitation on Beneficiary Designation of Married Participants.** This Section 7.05(A)(3) applies only if the Employer has elected in Appendix B to its Adoption Agreement to apply this provision and has not elected to apply the Joint and Survivor rules of Section 6.04. The Beneficiary designation of a married Participant is not valid unless the Participant's spouse consents (in a manner described in Section 6.04(A)(7)) to the Beneficiary designation. The spousal consent requirement in this Section 7.05(A)(3) does not apply if the

Participant's spouse is the Participant's sole primary Beneficiary. Operationally, the Employer may waive this limitation for Participants who have been married less than one year at the time of the Participant's death.

(4) **Limitation on Frequency of Beneficiary Changes.** A Participant may change his/her Beneficiary in accordance with this Section 7.05(A) as often as the Participant wishes, unless the Employer in Appendix B to its Adoption Agreement elects to impose a minimum time interval between changes, but with an exception for certain major life events, such as death of a Beneficiary, divorce and other such events as the Plan Administrator reasonably may determine.

(5) **Definition of Spouse.** The Employer in Appendix B to its Adoption Agreement may define the term "spouse." That definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions. In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(B) Default Beneficiary. If: (i) a Participant fails to name a Beneficiary in accordance with Section 7.05(A) or (ii) the Beneficiary (and all contingent or successive Beneficiaries designated by the Participant) predecease the Participant, are invalid for any reason, or disclaim the Participant's Vested Account Balance and the disclaimers have been accepted as valid, then the Vendor (subject to any contrary provision in Appendix B to the Adoption Agreement or any contrary provision in Investment Arrangement Documentation) will distribute the Participant's Vested Account Balance in accordance with Section 6.03 in the following order of priority to:

- (1) **Spouse.** The Participant's surviving spouse (without regard to the one-year marriage rule of Sections 6.04(H)); and if no surviving spouse to
- (2) **Estate.** The Participant's estate.

(C) Administration of Default Provision. The Employer in Appendix B to its Adoption Agreement may specify a different list or ordering of the list of default Beneficiaries. The Employer in Appendix B to its Adoption Agreement may define the term "spouse" under Section 7.05(B)(1). In the absence of such a definition, the Plan Administrator will interpret and apply the term "spouse" in a manner which is consistent with the Code provisions relating to retirement plans.

(D) Death of Beneficiary. If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Vested Account Balance, the Vendor will distribute the remaining Vested Account Balance to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; (2) the Beneficiary has properly designated a beneficiary; or (3) the Employer provides otherwise in Appendix B to its Adoption Agreement. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms.

(E) Simultaneous Death of Participant and Beneficiary. If a Participant and his/her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Plan Administrator will presume conclusively that the Beneficiary predeceased the Participant.

(F) Incapacitated Participant or Beneficiary. If, in the opinion of the Plan Administrator, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator may direct the Vendor to make the distribution to the Participant's or Beneficiary's guardian, conservator, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing satisfactory evidence of such status. The Plan Administrator and the Vendor do not have any liability with respect to payments so made and neither the Plan Administrator nor the Vendor has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

(G) Assignment or Alienation. Except for Plan loans (Section 7.06) and as provided in Section 6.05 relating to domestic relations orders, and in ERISA §206(d) relating to certain voluntary, revocable assignments, judgments and settlements (even though the Plan is not subject to ERISA), neither a Participant nor a Beneficiary may anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Vendor will not recognize any such anticipation, assignment or alienation. Except as provided by law, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process. Without regard to distribution restrictions otherwise provided herein, the Plan Administrator may direct the Vendor to pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the

Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(H) [Reserved]

(I) Claims and Review Procedures. The Plan Administrator may adopt administrative claims and review procedures which will apply to claims under the Plan, including the adoption of Vendors' claims procedures which will apply to the portion of Participants' accounts held in the relevant Investment Arrangement by the Vendor. In the absence of such a procedure, the Investment Arrangement Documentation may provide for a claims and review procedure which will apply to the portion of Participants' accounts held in the relevant Investment Arrangement by the Vendor. A Participant, Beneficiary or alternate payee (collectively referred to as "Claimant" in this section) seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, must file any suit or legal action within 12 months of the date the final adverse benefit determination is issued. Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the claims and review procedures of the Plan must file any suit or legal action within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges he or she became entitled to the Plan benefits requested in the suit or legal action). Nothing in this Plan should be construed to relieve a Claimant of the obligation to exhaust all claims and review procedures under the Plan before filing suit in state or federal court. A Claimant who fails to file such suit or legal action within the 12 month limitations period will lose any rights to bring any such suit or legal action thereafter. No Claimant may present any evidence in litigation or any legal action related to benefits under the Plan that is not timely presented to the Plan Administrator or Vendor during the administrative review process.

(J) Inability to Determine Beneficiary. In the event that the Plan Administrator is unable to determine the identity of a Participant's Beneficiary under circumstances of competing claims or otherwise, the Plan may file an interpleader action seeking an order of the court as to the determination of the Beneficiary. The Plan Administrator, the Vendor and other Plan fiduciaries may act in reliance upon any proper order issued under this Section 7.05(J) in maintaining, distributing or otherwise disposing of a Participant's Account under the Plan terms, to any Beneficiary specified in the court's order.

7.06 PLAN LOANS.

(A) Loan Policy. Subject to the terms of the Investment Arrangement Documentation, if the Employer elects in its Adoption Agreement to permit Plan loans, the Plan Administrator may establish, amend or terminate a policy for making Plan loans (including collateralized loans made by an Annuity Provider under the Annuity Contract), if any, to Participants and to Beneficiaries, including an alternate payee under a QDRO. If the Plan Administrator adopts a loan policy, the loan policy must be in writing. The policy must include: (i) the identity of the person or positions authorized to administer the loan program; (ii) the procedure for applying for a loan; (iii) the criteria for approving or denying a loan; (iv) the limitations, if any, on the types and amounts of loans available; (v) the procedure for determining a reasonable rate of interest; (vi) the types of collateral which may secure the loan; (vii) the events constituting default and the steps the Plan Administrator will take to preserve Plan assets in the event of default; and (viii) acceptable methods for repayment of the loan. A loan policy the Plan Administrator adopts under this Section 7.06 is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.02.

(B) Requirements for Plan Loans. The Vendor may make a Plan loan to a Participant or to a Beneficiary in accordance with the loan policy and the Investment Arrangement Documentation, provided: (1) the loan policy satisfies the requirements of this Section 7.06; (2) the loan bears a reasonable rate of interest; (3) the loan provides for a fixed repayment schedule (except that the loan policy may suspend loan payments pursuant to Code §414(u)(4) or other Code provisions); (4) the default provisions of the note permit offset of the Participant's Vested Account Balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise may be required under Section 6.01; (5) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Vested Account Balance in the Vendor's Investment Arrangement; and (6) the loan has repayment safeguards to which a prudent lender would adhere. The Vendor may impose additional restrictions on loans, provided such terms are consistent with the Code.

(C) Default as Distributable Event. The loan policy may provide that a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default, except as to amounts which the Participant used to secure his/her loan and which remain subject to distribution restrictions under Section 6.01(E) which may not be distributed in-service at the time of default.

(D) QJSA Requirements. If the QJSA requirements of Section 6.04 apply to the Participant, the Participant may not pledge any portion of his/her Account balance that is subject to such requirements as security for a loan unless, within the 180 day period ending on the date the pledge becomes effective, the Participant's spouse, if any, consents (in a manner described in Section 6.04 other than the requirement relating to the consent of a subsequent spouse) to the security or, by separate consent, to an increase in the amount of security.

(E) Treatment of Loan as Participant-Directed. The Plan Administrator, to the extent provided in a written loan policy and consistent with Section 7.03(B), will treat a Plan loan made to a Participant as a Participant-directed investment, even if the Plan otherwise does not permit a Participant to direct his/her Account investments. Where a loan is treated as a directed investment, the borrowing Participant's Account alone shares in any interest paid on the loan, and the Account alone bears any expense or loss it incurs in connection with the loan. The Vendor may retain any principal or interest paid on the borrowing Participant's loan in a segregated Account (as described in Section 7.04(A)(2)(c)) on behalf of the borrowing Participant until the Vendor deems it appropriate to add the loan repayments to the Participant's Account under the Plan.

(F) ERISA Safe Harbor Exemption. If the Employer intends for the Plan to qualify under the Safe Harbor Exemption, the determination of the terms under which Participants may obtain loans is made by reference to the Investment Arrangement Documentation.

(G) Coordination of Code §72(p) Limits. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Plan Administrator will take such steps as may be appropriate to coordinate the limitations on loans set forth in Code §72(p), including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Plan Administrator will also take such steps as may be appropriate to collect information from Vendors, and transmit information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer. The Vendors will cooperate with the Plan Administrator in providing information needed under this Section 7.06(G). No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the nonforfeitable accrued benefit of the Participant. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated. Any loan shall by its terms require that repayment (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 that if such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond a commercially reasonable period from the date of the loan.

7.07 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable under the Plan (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 7.07 consistent with the Investment Arrangement Documentation. The provisions of this Section 7.07 no longer apply if the Plan, prior to taking action to dispose of the lost Participant's Account under Section 7.07(A)(2) or 7.07(B)(2), receives a distribution election from the Participant.

(A) Ongoing Plan. The provisions of this Section 7.07(A) apply if the Plan is ongoing.

(1) **Attempt to Locate.** The Plan Administrator must conduct a reasonable and diligent search for the Participant, using one or more of the search methods described in Section 7.07(C).

(2) **Failure to Locate and Disposition of Account.** If a lost Participant remains un-located after at least 6 months following the date the Plan Administrator first attempts to locate the lost Participant using any of the search methods described in Section 7.07(C), the Plan Administrator may, but is not required to, forfeit the lost Participant's Account, provided the Account is not subject to the Automatic Rollover rules of Section 6.08(D). If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 3.07. The Plan Administrator under this Section 7.07(A)(2) will forfeit the entire Account of the lost Participant, including Elective Deferrals and Employee Contributions.

(3) **Subsequent Restoration of Forfeiture.** If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his/her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for Earnings occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan

Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan otherwise would allocate for the Plan Year, and then from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Employer in Appendix B to its Adoption Agreement may provide that the Plan Administrator will use group Investment Arrangement net income or gain for the Plan Year, if any, as a source of the restoration, or may modify the order of priority of the sources of restoration described in the previous sentence. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan restores the forfeited Account.

(B) Terminating Plan. The provisions of this Section 7.07(B) apply if the Plan is terminating.

(1) **Attempt to Locate.** The Plan Administrator, to attempt to locate a lost Participant when the Plan is terminating, must conduct a reasonable and diligent search for the Participant. The Plan Administrator may use its discretion in determining the search method or methods, subject to the terms of the Investment Arrangement Documentation.

(2) **Failure to Locate and Disposition of Account.** If a lost Participant remains un-located after a reasonable period, the Plan Administrator will distribute the Participant's Account under Sections 7.07(B)(2)(a), (b) or (c) as applicable, subject to the terms of the Investment Arrangement Documentation.

(a) **No Annuity Contract and No Other 403(b) Plan.** If the terminating Plan does not provide an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute the lost Participant's Account in an Automatic Rollover to an individual retirement plan under Section 6.08(D), unless the Plan determines it is impracticable to complete an Automatic Rollover or is unable to locate an individual retirement plan provider willing to accept the rollover distribution. In such event, the Plan may: (i) distribute the Participant's Account to an interest-bearing insured bank account the Plan establishes in the Participant's name; or (ii) distribute the Participant's Account to the unclaimed property fund of the state of the Participant's last known address.

(b) **Plan Provides Annuity Contract and No Other 403(b) Plan.** If the terminating Plan provides for an Annuity Contract as an investment option and the Employer does not maintain another 403(b) Plan, the Plan Administrator will distribute an Annuity Contract payable to the lost Participant for delivery to the Participant's last known address reflected in the Plan's records.

(c) **Employer Maintains Another 403(b) Plan.** If the Employer maintains another 403(b) Plan, the Plan Administrator may (in lieu of taking the actions described in Sections 7.07(B)(2)(a) or (b)) transfer the lost Participant's Account to the other 403(b) Plan.

(C) Search Methods. The search methods described in this Section 7.07 are: (1) provide a distribution notice to the lost Participant at the Participant's last known address by certified or registered mail; (2) check with other employee benefit plans of the Employer that may have more up-to-date information regarding the Participant's whereabouts; (3) identify and contact the Participant's designated Beneficiary; (4) use free Internet search tools; and (5) use a commercial locator service, credit reporting agencies, other Internet tools or other search method. Regarding search methods (2) and (3) above, if the Plan Administrator encounters privacy concerns, the Plan may request that the Employer or other plan fiduciary (under (2)), or the designated Beneficiary (under (3)), contact the Participant or forward a letter requesting that the Participant contact the Plan Administrator. The purpose of this Section is to reflect DOL Guidance regarding locating missing or unresponsive Participants as of the date the Plan was written, which have changed over time.

(D) Uniformity. The Plan Administrator will apply Section 7.07 in a reasonable manner, but in determining a specific course of action as to a particular Account, reasonably may take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors.

(E) Expenses of Search. The Plan, in accordance with Section 7.04(C)(2)(b), may charge to the Account of a Participant the reasonable expenses incurred under this Section 7.07 and which are associated with the Participant's Account, without regard to whether or when the Plan Administrator actually locates or makes a distribution to the Participant.

(F) Alternative Disposition. The Plan under Sections 7.07(A) or (B) operationally may dispose of a lost Participant's Account in any reasonable manner which is not inconsistent with the Code or the applicable Investment Arrangement Documentation, including transferring Account assets and/or Account information to the PBGC under its program to hold retirement benefits for missing participants in terminated Defined Contribution Plans. The Plan

Administrator or a Vendor may adopt a policy under this Section 7.07 as it deems reasonable or appropriate to administer the Accounts of lost Participants. To the extent a Vendor adopts a policy, that policy will apply to Investment Arrangements of this Plan which the Vendor administers, and the terms and administration of the Policy must be uniform among such Investment Arrangements. The Plan also may administer lost Participant Accounts consistent with the Code which is contrary to any provision of Section 7.07.

7.08 PLAN CORRECTION. The Plan Administrator in conjunction with the Employer may undertake such correction of Plan failures as the Plan Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §403(b). Without limiting the Plan Administrator's authority under the prior sentence, the Plan Administrator, as it determines to be reasonable and appropriate, may undertake or assist the Employer in undertaking correction of Plan document, operational, demographic and employer eligibility failures under a method described in the Plan or under "EPCRS" or any successor program to EPCRS. The Plan Administrator may correct an operational failure by any means permitted under EPCRS, including by distributing from the Plan Elective Deferrals, including Earnings, and the Plan Administrator may forfeit any Matching Contributions, including Earnings, attributable to the distributed Elective Deferrals or any other Matching Contribution which a Participant has not otherwise accrued.

7.09 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION.

(A) Plan Administrator's Discretion. The Plan Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(B) Written Communications. All Plan notices and all Participant or Beneficiary notices, designations, elections, consents or waivers must be in writing (which under Section 7.09(C) may include the use of an electronic medium) and made in a form the Plan specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period as permitted by law.

(C) Use of Electronic Media. The Plan Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under the Code. A Participant, a Participant's spouse, or a Beneficiary, may use any electronic medium to provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent allowed by the Code. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version.

(D) Evidence. Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Plan Administrator and the Vendors are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(E) Plan Terms Binding. The Plan is binding upon: the Employer, Plan Administrator, Vendors (subject to Section 8.01(B)), and all other service providers to the Plan; upon Participants, Beneficiaries and all other persons entitled to benefits; and upon the successors and assigns of the foregoing persons.

(F) Employment Not Guaranteed. Nothing contained in this Plan, or any modification or any amendment to the Plan, or in the creation of any Account, or with respect to the payment of any benefit, gives any Employee, Participant or any Beneficiary any right to employment or to continued employment by the Employer, or any legal or equitable right against the Employer, the Plan Administrator or any employee or agent thereof, except as expressly provided by the Plan.

(G) Word Usage. Words used in the masculine also apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural includes the singular and the singular includes the plural. Titles of Plan and Adoption Agreement sections are for reference only.

(H) State Law. The law of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of the Plan. The Employer, in Appendix B to its Adoption Agreement, may elect to apply the law of another state or territory.

(I) Parties to Litigation. A Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, a Vendor, an Investment Arrangement or any fiduciary of the Plan. Any final judgment entered in any such proceeding will be binding upon the Employer, the Plan Administrator, affected Vendors, Participants and Beneficiaries and upon their successors and assigns provided that the Vendor has been properly served and has had opportunity to litigate the issue.

(J) Fiduciaries Not Insurers. The Plan Administrator, the Employer and any Vendor which is not an Insurance Company in no way guarantee the Investment Arrangements from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from an Investment Arrangement. The liability of the Employer, the Plan Administrator and a Vendor to make any payment from the Investment Arrangement at any time and all times is limited to the then available assets of the Account held in such Investment Arrangement.

(K) Construction and Severability. The basic plan document, the Adoption Agreement, the Investment Arrangements and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §403(b). Any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

ARTICLE 8. PLAN FUNDING

8.01 INVESTMENT ARRANGEMENTS AND INCORPORATION OF TERMS.

(A) Alternative Investment Arrangements. The Plan may be funded by means of one or more Custodial Accounts or Annuity Contracts. The Employer will specify in Appendix D to its Adoption Agreement the Annuity Contracts and Custodial Accounts available under the Plan.

(1) **Multiple Vehicles.** The Plan may provide more than one Investment Arrangement within the single Plan.

(2) **Selection of Specific Funding.** The Employer in its sole discretion will designate from time to time the specific Investment Arrangements which are available as Plan investments. The Employer may change such designation at any time. Subsequent changes to the availability of an Investment Arrangement are subject to the terms of the applicable Investment Arrangement Documentation.

(3) **Nonforfeatability.** An Investment Arrangement must be nonforfeitable under Code §403(b)(1)(C), except as otherwise provided herein (such as the vesting provisions of Article 5).

(4) **Group Trust.** As permitted under the Code and applicable securities laws, Plan assets under a Custodial Account may be invested in a group trust with assets held by tax qualified plans or individual retirement plans. Notwithstanding any contrary provision in the Plan, the Plan Administrator may transfer, unless restricted in writing by the Custodian, Plan assets to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §403(b), Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible Governmental Plans under Code §457(b). For purposes of valuation, the value of the interest maintained by the Plan in such group trust will be the fair market value of the portion of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Revenue Ruling 81-100 (as modified and clarified by Revenue Ruling 2004-67), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan, subject to the limitations contained herein. The provisions of the group trust fund will govern any investment of Plan assets in that fund. For purposes of this Section 8.01(A)(4), a trust includes a custodial account which is treated as a trust under Code §401(f).

(B) Incorporation of Terms. The Plan under this Section 8.01(B) incorporates the provisions of the Investment Arrangement Documentation, recordkeeping agreements between the Employer or Plan Administrator and a Vendor, and any other written documents the Employer designates as part of the Plan by reference as part of the Plan. The incorporated provisions will set forth and will govern the Vendor's appointment, powers, duties, fees, termination and all other material terms of the Vendor's engagement to provide services to the Plan and to its Participants and Beneficiaries. To the extent that any of these incorporated provisions conflict with the remaining Plan terms, the Plan provisions will prevail.

8.02 CONTRIBUTION TIMING.

(A) **General.** The Employer will make its contributions to the Investment Arrangement within a period that is not longer than is reasonable for the proper administration of the Plan.

(B) **Elective Deferrals.** The Employer will transmit Elective Deferrals to an Investment Arrangement within a reasonable period of time following the date the Employer withholds the Elective Deferrals from the Participant's Compensation.

8.03 ANNUITY CONTRACT.

(A) **Defined.** An Annuity Contract is defined in 1.06, subject to the additional rules of this Section 8.03.

(1) **Transition Rule.** An Annuity Contract issued under a State maintained Plan established on or before May 17, 1982, need not comply with the requirement that the contract issuer be qualified to issue annuities in a State.

(B) **Prohibition on Life Insurance and Other Insurance.** An Annuity Contract may not consist of a life insurance contract under Code §7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract. This limitation does not apply to a contract issued before September 24, 2007.

8.04 CUSTODIAL ACCOUNT.

(A) **Defined.** A Custodial Account is defined in Section 1.13, as established under a Custodial Agreement, subject to the additional rules of this Section 8.04. A Custodial Account may include a self-directed brokerage account as an investment option, subject to the terms of the applicable Investment Arrangement Documentation.

(B) **Limitation on Investment Assets.** All assets held in the Custodial Account (directly or through a self-directed brokerage account) must be invested in stock of one or more regulated investment companies as defined in Code §851(a).

ARTICLE 9. ADDITIONAL PROVISIONS

9.01 EXCLUSIVE BENEFIT. Except as provided under Section 3.01(E), the Employer does not have any beneficial interest in any asset of an Investment Arrangement and no part of any asset in an Investment Arrangement may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Investment Arrangement, or any asset of the Investment Arrangement, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

9.02 AMENDMENT.

(A) **Permitted Amendments.** The Employer, consistent with this Section 9.02 and other applicable Plan provisions, has the right, at any time to amend the Plan as follows:

(1) **Adoption Agreement.** To restate or amend the elective provisions of the Adoption Agreement (changing an existing election or making a new election) in any manner the Employer deems necessary or advisable;

(2) **Code §415.** To add in Appendix B to its Adoption Agreement overriding language to satisfy Code §415 because of the required aggregation of multiple plans; and

(3) **Interim Amendments.** To make such good faith amendments as the Employer considers necessary to keep the Plan in compliance with the Code.

(B) **Amendment Formalities.**

(1) **Writing.** The Employer must make all Plan amendments in writing. Each amendment must specify the amendment execution date and, if different from its execution date, must specify the date as of which the amendment is either retroactively or prospectively effective.

(2) **Restatement.** An Employer may amend its Plan by means of a complete restatement of its Adoption Agreement. To restate its Plan, the Employer must complete, and the Employer must execute and date, a new Adoption Agreement or a replacement plan document.

(3) **Amendment (Without Restatement).** An Employer may amend its Plan without completion of a new Adoption Agreement by either: (a) completion and substitution of one or more Adoption Agreement Elections, including a new Adoption Agreement Execution Page executed and dated by the Employer; or (b) other written instrument amending the Adoption Agreement executed and dated by the Employer and promptly provided to the Practitioner.

(4) **Operational Discretion and Policy Not an Amendment.** A Plan amendment does not include the Plan Administrator's exercise of any operational discretion the Plan accords to the Plan Administrator, including but not limited to, the Plan Administrator's adoption, modification or termination of any policy, rule or regulation in accordance with the Plan or any change to an administrative checklist, or other ancillary documents described in Section 1.04 which are part of the Plan, other than the Adoption Agreement and the basic plan document. This provision does not grant any discretionary authority to the Plan Administrator which would be inconsistent with the provisions of Section 7.01(H).

(5) **Signatory Employer Authority.** If the Plan has Participating Employers, only the Signatory Employer need execute any Plan amendment under this Section 9.02. See Section 1.29(A).

(C) Impermissible Amendments and Protected Benefits.

(1) **Exclusive Benefit and No Reversion.** The Employer may not amend the Plan to permit any of an Investment Arrangement (other than as required to pay taxes and reasonable administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries. An amendment may not cause any portion of the Investment Arrangement to revert to the Employer or to become the Employer's property.

(2) **Alteration of Plan Administrator or Vendor Duties.** The Employer may not amend the Plan in any manner which affects the powers, duties or responsibilities of the Plan Administrator or a Vendor without the written consent of the affected party.

(3) **No Cut-Backs and Protected Benefits.** An amendment (including the adoption of this Plan as a restatement of an existing plan) may not decrease a Participant's Account Balance.

(D) Practitioner Amendments. The Practitioner may amend any part of the Plan. For purposes of Practitioner amendments, the mass submitter shall be recognized as the agent of the Practitioner. If the Practitioner does not adopt the amendments made by the mass submitter, it will no longer be based on the mass submitter Plan.

9.03 PRACTITIONER AMENDMENTS.

(A) General. The Practitioner, without the Employer's consent, may amend the Plan (including any Adoption Agreement), from time to time on behalf of Employers who have previously adopted the Plan: (1) to conform the Plan to any changes to the Code, and other IRS guidance (including adoption of model, sample or other required good faith amendments that specifically provide that their adoption will not cause such plan to be individually designed); or (2) to make corrections to prior approved plans that may be applied to all Employers who adopted the Plan. Such amendment may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the IRS either permits or requires such an amendment to be made to enable the Plan to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Practitioner also may amend the Plan (including any Adoption Agreement) from time to time effective as to employers who have not yet adopted the Plan. The Practitioner's mass submitter may act as the agent of the Practitioner in adopting amendments.

(B) Notice to Employers. The Practitioner must make reasonable and diligent efforts to ensure adopting Employers have actually received and are aware of all Practitioner generated Plan amendments and that such Employers complete and sign new Adoption Agreements when necessary.

(C) Prohibited Amendments. Except under Section 9.03(A), the Practitioner may not amend the Plan in any manner which would modify any adopting Employer's Plan existing Adoption Agreement election without the Employer's written consent. In addition, the Practitioner may not amend the Plan in any manner which would violate Section 9.02(C).

(D) Practitioner Limitations. A Practitioner may no longer amend the Plan as to any adopting Employer as of the date: (1) the Employer amends its Plan in a manner as would result in the type of plan not permitted under the Volume Submitter program; or (2) the IRS notifies the Employer or the Practitioner that the Plan is being treated as an individually designed plan.

9.04 FROZEN PLAN.

(A) Employer Action to Freeze. The Employer subject to Section 9.02(C) and by proper Employer action has the right, at any time, to suspend or discontinue all contributions under the Plan and thereafter to continue to maintain the Plan as a Frozen Plan (subject to such suspension or discontinuance) until the Employer amends the Plan to restart contributions under the Plan or terminates the Plan. During any period while the Plan is frozen, the Plan Administrator will continue to: (1) allocate forfeitures, if any, in accordance with Section 3.07, irrespective of when the forfeitures occur under Section 5.07; and (2) operate the Plan in accordance with its terms other than those related to the making and allocation of additional (new) contributions (other than loan repayments). An Employer that has elected in its Adoption Agreement to freeze the Plan may change its election through a Plan amendment and allow contributions under the Plan to recommence with the intention that such contributions continue indefinitely.

(B) Not a Termination. A resolution or an amendment to discontinue all future contributions, but otherwise to continue maintenance of this Plan, is not a Plan termination for purposes of Section 9.05.

9.05 PLAN TERMINATION.

(A) Employer Action to Terminate. The Employer, subject to Section 9.02(C) and by proper Employer action, has the right, at any time, to terminate this Plan. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may terminate the Plan or discontinue contributions under the Plan at any time without liability hereunder for any such discontinuance. The Plan will terminate upon the first to occur of the following:

- (1) **Specified Date.** The Effective Date of termination specified by proper Employer action; or
- (2) **Employer No Longer Exists.** The Effective Date of dissolution or merger of the Employer, unless a successor makes provision to continue the Plan, in which event the successor must substitute itself as the Employer under this Plan.

(B) QTA Action to Terminate Abandoned Plan. Nothing in this Plan is intended to prohibit the appropriate actions by a Qualified Termination Administrator (“QTA”), as defined by applicable laws and regulations, to determine if the Plan has been abandoned and terminate the Plan subject to any restrictions in the Investment Arrangement Documentation.

(C) General Procedure upon Termination. Upon termination of the Plan, the Plan Administrator will direct the Vendor to distribute the assets of the Plan. In the absence of such directions, the Vendor shall have no duty to make any distributions from the Plan. With respect to such directions from the Plan Administrator, the distribution provisions of Article 6 will remain operative, with the following exceptions and subject to any restrictions in the Investment Arrangement Documentation:

- (1) **Distribution or Transfer.** The Vendor may distribute the Participant’s Vested Account Balance to him/her in a lump sum as soon as administratively practicable after the Plan terminates. Alternatively, if the Employer maintains any other 403(b) plan, the Plan Administrator to facilitate Plan termination may direct the Vendor to transfer the Account of a Participant to the other 403(b) Plan.
- (2) **Plan Termination Distribution.** For purposes of the Plan termination requirements, the Plan may treat the delivery of a fully paid Annuity Contract as a distribution.

(D) [Reserved]

(E) 403(b) Plan Distribution Restrictions. A Participant’s Restricted Balances are distributable on account of Plan termination, as described in this Section 9.05, only if: (i) the Employer (including any Related Employer, determined as of the Effective Date of Plan termination) does not maintain an Alternative 403(b) Plan and the Plan distributes the Participant’s entire Vested Account Balance in a lump sum, subject to the terms of the Investment Arrangement Documentation; or (ii) the Participant otherwise is entitled under the Plan to a distribution of his/her Vested Account Balance.

(1) **Definition of Alternative 403(b) Plan.** An Alternative 403(b) Plan is another 403(b) Plan to which the Employer makes contributions during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminating Plan. However, a plan is not an Alternative 403(b) Plan if less than 2% of the Employees eligible to participate in the terminating Plan as of the termination date are eligible to participate (beginning 12 months prior to and ending 12 months after the Plan's termination Effective Date and distribution of all of the assets of the terminated Plan) in the potential Alternative 403(b) Plan.

(F) **Continuing Investment Arrangement Documentation.** A Vendor's Investment Arrangement Documentation will continue in effect until the Vendor has distributed all of the benefits under the Investment Arrangement. On each Valuation Date, the Plan will credit any part of a Participant's Account Balance retained in the Investment Arrangement with its share of Earnings.

(G) **Lost Participants.** The Vendor will distribute the Accounts of lost Participants in a terminating Plan in accordance with the Plan Administrator's direction under Section 7.07(B) or as the Investment Arrangement Documentation may provide.

(H) **Vesting.** Upon either full or partial termination of the Plan, an affected Participant's right to his/her Account Balance is 100% Vested, irrespective of the Vested percentage which otherwise would apply under Article 5.

9.06 MERGERS, CONTRACT EXCHANGES AND DIRECT TRANSFERS.

(A) **Authority.** The Plan Administrator possesses the specific authority to enter into merger agreements or direct transfer of assets agreements with another 403(b) Plan, including an elective transfer, and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement, subject to the terms of the Investment Arrangement Documentation. The limitations of this Section 9.06 do not apply to rollovers described in Sections 3.08 or 6.08. Except as provided in Sections 9.06(G) and (H), the Plan may not accept a transfer or merger from, or make a transfer or merger to, a qualified plan or a plan described in Code §457(b).

(B) **Regulatory Requirements.**

(1) **Contract Exchange Within Same Plan.** Except as the Employer otherwise elects in Appendix B to its Adoption Agreement, a Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for another Investment Arrangement then authorized to receive ongoing contributions under the Plan (as described in Section (a) of Appendix D to its Adoption Agreement) provided the exchange satisfies the following conditions: (1) the Participant's Accumulated Benefit immediately after the exchange at least equals the Participant's Accumulated Benefit immediately before the exchange; and (2) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement. The Employer must elect in Appendix B to its Adoption Agreement to permit contract exchanges between Investment Arrangements described in Section (b) and Section (c) of Appendix D to its Adoption Agreement, if any.

(2) **Plan-to-Plan Transfer.** A plan-to-plan transfer is permissible, if the transfer satisfies the following conditions: (1) the Participant (or Beneficiary) subject to the transfer is an employee or former employee of the employer providing the receiving plan; (2) the transferor plan provides for transfers; (3) the receiving plan provides for the receipt of transfers; (4) the Participant's Accumulated Benefit after the transfer at least equals the Participant's Accumulated Benefit before the transfer; (5) to the extent the transferred Investment Arrangement is subject to 403(b) Distribution Restrictions, the receiving plan imposes distribution restrictions no less stringent than those imposed on the transferor plan; and (6) if the transfer does not constitute a complete transfer of the Participant's interest in the transferor plan, the transferee plan treats the amount transferred as a continuation of a pro rata portion of the Participant's interest in the transferor plan (e.g., a pro rata interest in any Employee Contributions). This Plan expressly prohibits such transfers except to the extent the Employer provides otherwise in Appendix B to its Adoption Agreement. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section and Treas. Reg. §1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code §403(b).

(3) **Contract Exchange to Vendor Which is Not Part of the Plan.** A Participant (or Beneficiary) may exchange one 403(b) Investment Arrangement for an Investment Arrangement not provided under the Plan, if the exchange satisfies the following conditions: (1) the Vendor agrees to assume the responsibilities of a Vendor hereunder; (2) the Participant's Accumulated Benefit immediately after the exchange at least equals the

Participant's Accumulated Benefit immediately before the exchange; (3) to the extent the exchanged Investment Arrangement is subject to 403(b) Distribution Restrictions, the other Investment Arrangement imposes distribution restrictions no less stringent than those imposed by the exchanged Investment Arrangement; (4) the Employer has not prohibited the exchange in Appendix B to its Adoption Agreement; and (5) the Employer and the Vendor enter into an Information Sharing Agreement, as described in Section (3). Unless otherwise specified in Appendix B to the Adoption Agreement, the Plan provides for and permits such exchanges with any Vendor which agrees to assume the responsibilities of a Vendor hereunder and enters into an Information Sharing Agreement.

(C) Information Sharing Agreement. An Information Sharing Agreement should provide for the exchange of the following information:

(1) **403(b) Matters.** Information necessary for the resulting Investment Arrangement, or any other Investment Arrangement under the Plan, to satisfy Code §403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment; (ii) the Vendor notifying the Employer of any hardship withdrawal; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's 403(b) contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any Plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules);

(2) **Reporting Matters.** Information necessary for the Plan Administrator and Vendor to satisfy any reporting, disclosure, or federal or state withholding obligations related to the Investment Arrangement; and

(3) **Other Matters.** Information necessary in order for the resulting Investment Arrangement and any other Investment Arrangement under the Plan associated with the Participant to satisfy other tax requirements, including the following: (i) the amount of any Plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional Plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code §72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee Contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(D) Administration of Transferred Amount. The Vendor will hold, administer and distribute the transferred assets as a part of the Investment Arrangement.

(E) Pre-Participation Transfers. The Vendor may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility conditions or prior to reaching the Entry Date. If the Vendor accepts such a direct transfer of plan assets, the Plan Administrator and the Vendor must treat the Employee as a limited Participant as described in Section 3.08(C).

(F) Elective Transfers and Protected Benefits. The Plan ("transferee plan") will not fail to satisfy the requirements of Section 9.06 because the Plan does not provide some or all of the forms of distribution (including the timing of distribution forms) previously available under another 403(b) Plan ("transferor plan") to the extent that: (1) the transferee plan receives a direct transfer of the Participant's Account Balance under the transferor plan, or the transferee plan results from a merger or other transaction that has the effect of a direct transfer, including consolidations of benefits attributable to different employers within a multiple employer plan; (2) the terms of both plans authorize the transfer; (3) the transfer occurs following a Participant's voluntary election made after the Participant has received a notice describing the consequences of making the election; and (4) the transferee plan permits the Participant to receive a distribution of his/her account balance in the form of a single sum distribution.

(G) Transfers to Purchase Service Credit. The Plan Administrator upon Participant request may instruct the Vendor to transfer an amount from the Participant's 403(b) Plan Account to a governmental Defined Benefit Plan in which he/she participates for: (1) the purchase of permissive service (as defined in Code §415(n)(3)(A)) under such plan; or (2) the repayment of a cash-out distribution (as defined in Code §415(k)(3)).

(H) Church Plans. The Plan Administrator may accept a transfer from a qualified plan, may make a transfer to a qualified plan, or may merge this Plan with a qualified plan, if all of the following conditions are satisfied: (1) the Employer sponsoring both plans is the same Church or Church-Related Organization, and (2) the total accrued benefit of each Participant or Beneficiary, after the transfer or merger, is: (a) fully vested and (b) at least equal to the total accrued benefit of such Participant or Beneficiary before the transfer or merger. The phrase “accrued benefit” means the accrued benefit determined under the terms of a defined benefit plan, or the account balance determined under the terms of a defined contribution plan.

9.07 INFORMATION SHARING. Each Vendor and the Plan Administrator shall exchange such information as may be necessary to satisfy Code §403(b) or other requirements of applicable law. In the case of a Vendor which is not eligible to receive contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive contributions under the Plan and a Vendor holding assets under the Plan), the Employer shall keep the Vendor informed of the name and contact information of the Plan Administrator in order to coordinate information necessary to satisfy Code §403(b) or other requirements of applicable law. If any Vendor ceases to be eligible to receive contributions under the Plan, the Employer will offer to enter into an Information Sharing Agreement as described in Section 9.06(B)(3) to the extent the Employer’s contract with the Vendor does not already provide for the exchange of information described in therein.

ARTICLE 10. MULTIPLE EMPLOYER PLAN

Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions or the qualification of the Plan under Code §403(b). The Practitioner does not represent that this Article 10 meets the requirements of applicable law and bears no responsibility for any actions of the IRS related to Article 10. An Employer must consult an independent tax advisor prior to electing Multiple Employer status for the Plan in its Adoption Agreement.

10.01 ELECTION AND OVERRIDING EFFECT. This Article 10 applies only to the extent described in Paragraphs (A) or (B) below. If this Article 10 does apply, then the rules of Code §413(c) and the related Treasury Regulations (which are incorporated by reference) will apply to the adopting Employer and each Participating Employer. The provisions of Article 10, if in effect, supersede any contrary provisions in the Plan or the Employer’s Adoption Agreement.

(A) Election. If the Employer elects in its Adoption Agreement that the Plan is a Multiple Employer Plan, then the provisions of this Article 10 will apply as of the Effective Date the Employer elects in its Adoption Agreement. If an Employer that is not a Related Employer becomes a Participating Employer, then this Article 10 will apply effective as of the date the Employer specifies in its participation agreement.

(B) Automatic Effect. If a Related Employer is a Participating Employer, and thereafter ceases to be a Related Employer (but is still a Participating Employer), then the provisions of this Article 10 will apply thereafter until the Plan is no longer maintained by the Participating Employer which is not a Related Employer (the “un-Related Employer”). Any subsequent termination of such un-Related Employer’s status as a Participating Employer will not be treated as a termination of the Plan with regard to that un-Related Employer and will not be considered a distributable event for Participants still employed with that un-Related Employer. For any such period, the Volume Submitter Practitioner shall continue to treat the Employer as participating in this volume submitter plan arrangement for purposes of notice or other communications in connection with the Plan, and other Plan-related services. The Plan Administrator shall be responsible for administering the Plan as a Multiple Employer Plan during such period.

10.02 DEFINITIONS. The following definitions apply to this Article 10 and supersede any conflicting definition in the Plan.

(A) Employee. Employee means any Employee of a Participating Employer.

(B) Lead Employer. The Lead Employer means the Signatory Employer to the Adoption Agreement Execution Page, and does not include any Related Employer or Participating Employer except as described in the next sentence. If the Adoption Agreement designates that Article 10 applies pursuant to Section 10.01(A), the Lead Employer will be a Participating Employer unless otherwise specified in a separate agreement. The Lead Employer has the same meaning as the Signatory Employer for purposes of making Plan amendments and other purposes as described in Section 1.29(A) regardless of whether the Lead Employer is also a Participating Employer under this Article 10. As to the right of a Lead Employer to terminate the participation of a Participating Employer, see Section 10.09.

(C) Participating Employer. A “Participating Employer” is an Eligible Employer which, with the consent of the Lead Employer, executes a Participation Agreement to the Adoption Agreement. A Participating Employer is an Employer for all purposes of the Plan except as provided in Section 1.29. A Participating Employer may but need not be a Related Employer.

10.03 PARTICIPATING EMPLOYER ELECTIONS. In its Adoption Agreement, the Lead Employer will specify: (a) whether a Participating Employer may modify any of the Adoption Agreement elections; (b) which elections the Participating Employer may modify; and (c) any restrictions on the modifications. Such elections and modifications must be reflected in the Participation Agreement the Participating Employer signs. See Section 1.51.

10.04 HCE STATUS. The Plan Administrator will determine HCE status under Section 1.39 separately with respect to each Participating Employer.

10.05 TESTING.

(A) Separate Status. The Plan Administrator will apply the universal availability requirement of Section 2.01(A) separately for each Participating Employer, with respect to the Employees of that Participating Employer. For this purpose, the Employees of a Participating Employer, and their allocations and Accounts, will be treated as though they were in a separate plan. Any Plan correction under Section 7.08 will only affect the Employees of the Participating Employer.

(B) Transition Year. This Section 10.05(B) applies if as a result of a transaction or similar event a Participating Employer ceases to be a Related Employer in the middle of a Plan Year. In such a situation the Plan Administrator may perform the tests described in Section 10.05(A) as though (1) the Plan Year consisted of two Plan Years, before and after the transaction; or (2) on the basis of a single Plan Year, taking all for each Participating Employer the Employees of Related Employers before the transaction, and disregarding Employees who are not Employees of Related Employers after the transaction.

(C) Joint Status. The Plan Administrator will perform the following tests for the Plan as whole, without regard to an Employee's employment by a particular Participating Employer:

- (1) **Annual Additions Limit.** Applying the Annual Additions Limit in Section 4.05(B).
- (2) **Elective Deferral Limit.** Applying the Elective Deferral Limit in Section 4.10(A).
- (3) **Catch-Up Limit.** Applying the limit on Catch-Up Deferrals in Section 3.02(D) or 3.02(E).

10.06 COMPENSATION.

(A) Separate Determination. For the following purposes, described in this Section 10.06(A), the Plan Administrator will determine separately a Participant's Compensation for each Participating Employer. Under this determination, except as provided below, Compensation from a Participating Employer includes Compensation paid by a Related Employer of such Participating Employer.

- (1) **[Reserved]**
- (2) **Allocations.** Application of allocations under Article 3. However, the Employer's Adoption Agreement elections control the extent to which Compensation for this purpose includes Compensation of Related Employers.
- (3) **HCE Determination.** The determination of an Employee's status as an HCE.

(B) Joint Status. For all Plan purposes other than those described in Section 10.06(A) but not limited to determining the Annual Additions Limit in Section 4.05(B), Compensation includes all Compensation paid by or for any Participating Employer or Related Employer.

10.07 SERVICE. An Employee's Service includes all Hours of Service and Years of Service with any and all Participating Employers and their Related Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not incurred a Separation from Service or a Severance from Employment.

10.08 COOPERATION AND INDEMNIFICATION.

(A) Cooperation. Each Participating Employer agrees to timely provide to the Plan Administrator upon request all information the Plan Administrator deems necessary. Each Participating Employer will cooperate fully with the Plan Administrator, the Lead Employer, and with Plan fiduciaries and other proper Plan representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to

Employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(B) Indemnity. Each Participating Employer will indemnify and hold harmless the Plan Administrator, the Practitioner, the Lead Employer, the Plan, other Plan fiduciaries, other Participating Employers, Participants and Beneficiaries, and as applicable, their subsidiaries, officers, directors, shareholders, employees, and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as all IRS Plan disqualification, fiduciary breach or other sanctions, compliance fees or penalties) arising out of or relating to: (1) the Participating Employer's noncompliance with any of the Plan's terms or requirements; (2) the Participating Employer's intentional or negligent act or omission with regard to the Plan, including the failure to provide accurate, timely information requested by the Plan Administrator; or (3) reliance on the provisions of this Article 10.

10.09 INVOLUNTARY TERMINATION. The Lead Employer may terminate the participation of any Participating Employer (hereafter, "Terminated Employer") in this Plan. If the Lead Employer acts under this Section 10.09, the following will occur:

(A) Notice. The Lead Employer will give the Terminated Employer a notice of the Lead Employer's intent to terminate the Terminated Employer's status as a Participating Employer of the Plan. The Lead Employer will provide such notice not less than 60 days prior to the Effective Date of termination unless the Lead Employer determines that the interests of Plan Participants requires earlier termination.

(B) Spin-Off. The Lead Employer will establish a new 403(b) Plan, using the provisions of this Plan with any modifications contained in the Terminated Employer's Participation Agreement, as a guide to establish a new 403(b) Plan (the "Spin-off Plan"). The Lead Employer will direct the Vendors to transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) the Accounts of the Employees of the Terminated Employer to the Spin-off Plan. The Terminated Employer will be the Employer, Plan Administrator, and sponsor of the Spin-off Plan. The Lead Employer may charge the Terminated Employer or the Accounts of the Employees of the Terminated Employer with the reasonable expenses of establishing the Spin-off Plan.

(C) Transfer. The Terminated Employer, in lieu of the Lead Employer's creation of the Spin-off Plan under Section 10.09(B), may elect a transfer under this Section 10.09(C) to effect the termination of its status as a Participating Employer. To elect this alternative, the Terminated Employer must give notice to the Lead Employer of its choice, and must supply any documentation which the Lead Employer reasonably may require as soon as is practical and before the Effective Date of termination. If the Lead Employer has not received such notice and any required documentation within ten (10) days prior to the stated date of termination, the Lead Employer may proceed with the Spin-off Plan under Section 10.09(B). The Lead Employer will direct the transfer (in accordance with the rules of Treas. Reg. §1.403(b)-10(b)) of the Accounts of the Employees of the Terminated Employer to a 403(b) plan the Terminated Employer maintains. The Terminated Employer must deliver to the Lead Employer in writing such identifying and other relevant information regarding the transferee plan and must provide such assurances as the Lead Employer may reasonably require that the transferee plan is a 403(b) plan.

(D) Participants. The Employees of the Terminated Employer will cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the Terminated Employer, as of the Effective Date of the termination. To the extent that these Employees have accrued but undeposited contributions as of such Effective Date, the Terminated Employer will pay such amounts to the Plan or to the Spin-off Plan no later than 30 days after the Effective Date of termination, unless the Terminated Employer has elected the transfer alternative under Section 10.09(C).

(E) Consent. By its execution of the Participation Agreement, the Terminated Employer specifically consents to the provisions of this Article 10, and in particular, this Section 10.09 and agrees to perform its responsibilities with regard to the Spin-off Plan, if necessary.

10.10 VOLUNTARY TERMINATION. A Participating Employer (hereafter "Withdrawing Employer") may voluntarily withdraw from participation in the Plan at any time. If and when a Withdrawing Employer wishes to withdraw, the following will occur:

(A) Notice. The Withdrawing Employer will inform the Lead Employer and the Plan Administrator of its intention to withdraw from the Plan. The Withdrawing Employer must give the notice not less than 60 days prior to the Effective Date of its withdrawal, unless a shorter period is agreed to by the parties.

(B) Procedure. The Withdrawing Employer and the Lead Employer will agree upon procedures for the orderly withdrawal of the Withdrawing Employer from the Plan. Such procedures, as they relate to the Accounts of the Employees of the Withdrawing Employer, may include any alternative described in Section 10.09.

(C) Costs. The Withdrawing Employer will bear all reasonable costs associated with withdrawal and transfer under this Section 10.10.

(D) Participants. The Employees of the Withdrawing Employer will cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the Withdrawing Employer, as of the Effective Date of withdrawal. To the extent that such Employees have accrued but undeposited contributions as of such Effective Date, the Withdrawing Employer will contribute such amounts to the Plan or the Spin-off Plan promptly after the Effective Date of withdrawal, unless the Accounts are transferred to a 403(b) plan the Withdrawing Employer maintains.

Fidelity Workplace Services LLC
Non-ERISA 403(b) Volume Submitter Plan
GOVERNMENTAL PLAN
Adoption Agreement #002

Fidelity Workplace Services LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.

1.	EMPLOYER; PLAN; PLAN ADMINISTRATOR	3
2.	PERMITTED INVESTMENTS	3
3.	ERISA STATUS	3
4.	PLAN YEAR	3
5.	EFFECTIVE DATE	4
6.	CONTRIBUTION TYPES	4
7.	EXCLUDED EMPLOYEES	5
8.	COMPENSATION	6
9.	PRE-ENTRY/POST-SEVERANCE COMPENSATION	6
10.	EXCLUDED COMPENSATION	8
11.	HOURS OF SERVICE	9
12.	ELECTIVE SERVICE CREDITING	10
13.	ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability)	11
14.	ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS	11
15.	YEAR OF SERVICE - ELIGIBILITY	12
16.	ENTRY DATE	13
17.	PROSPECTIVE/RETROACTIVE ENTRY DATE	13
18.	MANDATORY EMPLOYEE CONTRIBUTIONS	14
19.	AUTOMATIC DEFERRALS (ACA/EACA)	14
20.	AUTOMATIC ESCALATION OF ELECTIVE DEFERRALS	16
21.	CATCH-UP DEFERRALS	17
22.	MATCHING CONTRIBUTIONS	17
23.	MATCHING CATCH-UP DEFERRALS	19
24.	[RESERVED]	19
25.	NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT):	19
26.	NONELECTIVE CONTRIBUTION ALLOCATION	21
27.	[RESERVED]	22
28.	ALLOCATION CONDITIONS	22
29.	ALLOCATION CONDITIONS - APPLICATION/WAIVER	23
30.	FORFEITURE ALLOCATION METHOD	24
31.	IN-PLAN ROTH ROLLOVER CONTRIBUTIONS	24
32.	EMPLOYEE (AFTER-TAX) CONTRIBUTIONS	24
33.	[RESERVED]	25
34.	RETIREMENT AGE	25
35.	ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE	25
36.	VESTING SCHEDULE	25
37.	YEAR OF SERVICE - VESTING	26
38.	EXCLUDED YEARS OF SERVICE - VESTING	26
39.	POST-SEVERANCE DISTRIBUTIONS	27
40.	IN-SERVICE DISTRIBUTIONS/EVENTS	28
41.	IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS	29
42.	JOINT AND SURVIVOR ANNUITY REQUIREMENTS	29
43.	PLAN LOANS	30
44.	ROLLOVER CONTRIBUTIONS	30
45.	MULTIPLE EMPLOYER PLAN	30
	APPENDIX A	32
	APPENDIX B	33
	APPENDIX C	37
	APPENDIX D	39
	APPENDIX E	Error! Bookmark not defined.

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan (“Plan”) under the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer’s Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices and attachments thereto, constitute the Employer’s plan document. All “Election” references within this Adoption Agreement are Adoption Agreement Elections. All “Section” references are basic plan document references. Numbers in parentheses which follow headings are references to basic plan document sections. Capitalized terms used in the Adoption Agreement but not defined herein have the meanings assigned to them in the basic plan document. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. Failure to properly complete the Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the Plan. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

**ARTICLE 1
DEFINITIONS**

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR

(1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below, but such changes must be conveyed to the Volume Submitter Practitioner.)

(a) **Employer Information.**

Name of Adopting Employer: The University of South Florida Board of Trustees, a public body corporate

Address: 4202 East Fowler Avenue SVC 2172

City: Tampa

State: FL

Zip: 33620-0001

Telephone: 813-974-2970

EIN: 59-3102112

(b) **Plan Information.**

Plan Name: University of South Florida 403(b) Plan

(c) **Type of Entity** (Choose (1) or (2).):

(1) **Public School.** See Section 1.57.

(2) **Other Governmental Employer Exempt Under Code §501(c)(3).**

(d) **Plan Administrator Information.** (If no Plan Administrator is named, the Employer is the Plan Administrator.)

Name:

Address:

City:

State:

Zip:

Telephone:

2. PERMITTED INVESTMENTS

(1.42). The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and/or Annuity Contracts under Code §403(b)(1), as set forth in Appendix D from time to time.

3. ERISA STATUS

(1.34). The Plan is a Governmental Plan exempt from ERISA.

4. PLAN YEAR

(1.54). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a short Plan Year, include the year, e.g., May 1, 2016.]

Plan Year (Choose (a), (b) or (c).):

- (a) **December 31.**
- (b) **Fiscal Plan Year Ending:** ____.
- (c) **Other:** ____ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

Short Plan Year (Choose (d) if applicable.):

- (d) **Short Plan Year Commencing:** ____ **and Ending:** ____.

5. EFFECTIVE DATE

(1.23). The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and/or (f) if applicable.):

- (a) **New Plan.**
- (b) **Restated Plan.**

Initial Effective Date of Plan (Enter month, day, year.):

- (c) 01/01/2009 (hereinafter called the "Effective Date" unless 5(d) is completed below).

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.):

- (d) 01/01/2010 (hereinafter called the "Effective Date"). (Enter month, day, year; may enter a restatement date that is the first day of the current Plan Year.)

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

Additional Effective Dates (Choose if applicable.):

- (e) **Restatement of Surviving and Merging Plans.** The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):
- (1) **Merging Plan.** The ____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.
- (2) **Additional Merging Plans.** The following additional plans were or will be merged into this surviving Plan (The Employer may choose to include the information below and/or on attachments hereto.):
- (f) **Special Effective Date for Elective Deferral Provision:**

[Note: If the Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. CONTRIBUTION TYPES

(1.12). The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (f).):

- (a) **Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.
- (b) **Pre-Tax Elective Deferral Contributions.** See Section 3.02 and Elections 19 - 21.
- (1) **Roth Deferral Contributions.** See Section 3.02(F) and Elections 19 - 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]
- (c) **Matching Contributions.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.
- (d) **Nonelective Contributions.** See Sections 1.48 and 3.04 and Elections 25 through 28.
- (e) **Employee (After-Tax) Contributions.** See Section 3.09 and Election 32.
- (f) **None (Frozen Plan).** The Plan was/will be frozen effective as of: _____. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is a Frozen Plan.]

7. EXCLUDED EMPLOYEES

(1.35). The following Employees are not Eligible Employees (either as to the overall Plan or the designated Contribution Type) (Choose (a), (b) or (c). See also Election 18(e).):

- (a) **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) **Exclusions - Same for All Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l).):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions other than Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No Exclusions. No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Non-Resident Aliens. See Section 1.35(B).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Employees Who Normally Work Less Than 20 Hours per Week. See Section 1.35(E) for important warnings (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Other Employer Plan. Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.): a. <input type="checkbox"/> 401(k) plan b. <input type="checkbox"/> 403(b) plan c. <input type="checkbox"/> governmental 457(b) plan	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Collectively Bargained (Union) Employees. See Section 1.35(A)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Per Diem Employees.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Describe Exclusion: ___	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Describe Exclusion: ___ (e.g., exclude hourly paid Employees).					

[Note: The Employer may not complete Election 7(k) or 7(l) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(l) may only be used to provide an exclusion for Elective Deferrals if the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. COMPENSATION

(1.11). The following definition(s) of Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated Contribution Type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions other than Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

	(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 Wages Increased by Elective Deferrals.	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 Federal Income Tax Withholding Wages Increased by Elective Deferrals.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: ___	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: ___						

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the “all-inclusive” description in the Note immediately preceding Election 8(a).]

(f) <input type="checkbox"/> Allocate Based on Specified 12-Month Period. The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: ___.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	-----------	--------------------------	--------------------------	--------------------------	--------------------------

9. PRE-ENTRY/POST-SEVERANCE COMPENSATION

(1.11(H)/(I)). The following adjustments, if any, modify the definition(s) of Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions other than Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions.]

	(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
Pre-Entry Compensation (Choose one or more of (a), (b), (c) or (d). Choose Contribution Type as applicable.):						
(a) <input type="checkbox"/> Plan Year. Compensation for the entire Plan Year which includes the Participant’s Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input checked="" type="checkbox"/> Participating Compensation. Only Participating Compensation. See Section	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.11(H)(1).

(c) **Describe Pre-Entry Compensation** ___ **OR**

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant’s Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) **Describe Pre-Entry Compensation by Contribution Type or by Participant Group:** ___

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the “all-inclusive” description in the Note immediately preceding Pre-Entry Compensation.]

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (Choose (e), (f) or (g).):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

(e) **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document. (Skip to Election 10.)

(f) **Same for All Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types (Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).):

(g) **Adjustments - Different Conditions Apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (Choose one or more of (h) through (o). Choose Contribution Type as applicable.):

Post-Severance Compensation:	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(h) <input type="checkbox"/> None. The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Exclude All. Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Regular Pay. Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Leave Cash-Out. Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Deferred Compensation. Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Salary Continuation for Disabled	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Participants. Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2) (Choose a. or b.):

a. **For NHCEs Only.** The salary continuation will continue for the following fixed or determinable period: ___ (Specify period; e.g., “ten years” or “term of disability policy.”).

b. **For All Participants.** The salary continuation will continue for the following fixed or determinable period: ___ (Specify period; e.g., “ten years” or “term of disability policy.”).

(n) **Describe Post-Severance Compensation by Contribution Type or by Participant Group:** **OR**

(o) **Describe Post-Severance Compensation by Contribution Type or by Participant Group:** ___

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the “all-inclusive” description in the Note immediately preceding Pre-Entry Compensation.]

10. EXCLUDED COMPENSATION

(1.11(G)). The following additional exclusions or other adjustments, if any, modify the definition(s) of Compensation under Elections 8 and 9 (Choose (a), (b) or (c).):

- (a) **No Exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9. (Skip to Election 11.)
- (b) **Exclusions - Same for All Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) **Exclusions - Different Conditions Apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

[Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions other than Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions.]

Compensation Exclusions	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No Exclusions. No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Elective Deferrals. See Section 1.24 (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, and 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Fringe Benefits. As described in Treas. Reg. §1.414(s)1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

expenses, deferred compensation and welfare benefits).

- (g) **Compensation Exceeding \$___.** **OR**
- (h) **Bonus.** **OR**
- (i) **Commission.** **OR**
- (j) **Overtime.** **OR**
- (k) **Leave of Absence Pay.** **OR**
- (l) **Related Employers.** See Section 1.29(B). (If there are Related Employers, choose one or both of a. and b.):
 - a. **Non-Participating.** **OR**

Compensation paid to Employees by a Related Employer that is not a Participating Employer.
 - b. **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f). **OR**
- (m) **Describe Compensation Adjustment(s):** ___ **OR**
- (n) **Describe Compensation Adjustment(s):** ___

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., no exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the “all-inclusive” description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means \$125 cafeteria deferrals only OR exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., exclude shift differential pay). Any adjustment must be definitely determinable.]

11. HOURS OF SERVICE

(1.40). The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f).)) (Choose one or more of (a) through (e)):

- | | | (1) | | (2) | (3) | (4) |
|-----|---|-------------------------------------|-----------|--------------------------|--------------------------|--------------------------|
| | | All Purposes | | Eligibility | Vesting | Allocation Conditions |
| (a) | <input checked="" type="checkbox"/> Actual (Hourly) Method. | <input checked="" type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) | <input type="checkbox"/> Equivalency Method: ___ (e.g., daily, weekly, etc.). | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) | <input type="checkbox"/> Elapsed Time Method. See Section 1.40(D)(3). | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) | <input type="checkbox"/> Actual (Hourly) and Equivalency Other. Equivalency Method: ___ (e.g., | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

daily, weekly, etc.) for Employees for whom records or actual Hours of Service are not maintained or available (*e.g., salaried Employees*), and Actual Method for all other Employees.

(e) **Describe:** ___

[*Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).*]

12. ELECTIVE SERVICE CREDITING

(1.66). The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Service under Section 1.66(A)/(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service (*Choose (a) or (b).*):

- (a) **Not Applicable.** No elective Predecessor Employer Service crediting applies.
- (b) **Predecessor Employer(s).** The Plan credits the specified service with the following designated Predecessor Employer(s) as Service for the Employer for the purposes indicated (*Complete (1) and (2). Complete (3) if applicable*):

(1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) (<i>Choose a. and/or b.</i>):	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a. <input type="checkbox"/> Employer Name. Credit service with the following Predecessor Employer(s) (<i>The Employer may choose to include the name(s) of Predecessor Employer(s) below and/or on attachments hereto.</i>):				
(i) <input type="checkbox"/> Employer: ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) <input type="checkbox"/> Employer: ___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Type of Predecessor. Credit service with any Predecessor Employer which is (<i>Choose one or more of i. - v.</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> An Educational Organization.				
(ii) <input type="checkbox"/> An Educational Organization Providing Post-Secondary Education.				
(iii) <input type="checkbox"/> An Eligible Employer.				
(iv) <input type="checkbox"/> A Nonprofit Research Institution.				
(v) <input type="checkbox"/> Other: ___ (<i>Specify organization type.</i>)				

- (2) **Time Period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below (*Choose a. and/or b. if applicable*):
 - a. **Service After.** All service, which is or was rendered after: ___ (*Specify date.*)
 - b. **Service Before.** All service, which is or was rendered before: ___ (*Specify date.*)
- (3) **Describe Elective Predecessor Employer Service Crediting:** ___

[*Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., for all purposes credit all service with X, but credit service with Y only*]

on/after 1/1/05 OR credit all service for all purposes with entities the Employer acquires after 12/31/04 OR service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions.])

**ARTICLE 2
ELIGIBILITY AND PARTICIPATION**

13. ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability)

(2.01(A)). An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee’s first day of employment with the Employer, as more fully described in Section 2.01(A). [Note: Elections 14 - 17 do not apply to Elective Deferrals.]

14. ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS

(2.01(B)). To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include Matching, Nonelective and Employee/Mandatory Contributions (Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.):

[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions except Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions unless otherwise elected at 14(k).]

	(1) All Applicable Contributions		(2) Matching		(3) Nonelective		(4) Employee/ Mandatory
(a) <input type="checkbox"/> None. Entry on Employment Commencement Date or if later, upon the next following Entry Date.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(b) <input type="checkbox"/> Age ___.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(c) <input type="checkbox"/> One Year of Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(d) <input type="checkbox"/> Two Years of Service without an intervening Break in Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(e) <input type="checkbox"/> ___ Years of Service without an intervening Break in Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(f) <input type="checkbox"/> ___ Months. Service need not be continuous (mere passage of time).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(g) <input type="checkbox"/> ___ Month Period. From the Eligible Employee’s Employment Commencement Date during which at least ___ Hours of Service are completed in each month. If the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if more than 12 months is elected) requirement as defined in Election 15. The months during which the Employee completes the specified Hours of Service (Choose (1) or (2).):	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

(1) **Consecutive.** Must be consecutive.

(2) **Not Consecutive.** Need not be consecutive.

(h) **Describe Eligibility Conditions:** ___ **OR**

(i) **Describe Eligibility Conditions:** ___

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]

(j) **Special Eligibility Effective Date** (Choose (1) and/or (2) if applicable.):

- (1) **Waiver of Eligibility Conditions for Certain Employees.** The eligibility conditions and Entry Dates apply solely to an Eligible Employee employed or reemployed by the Employer after ___ (Specify date.). If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age ___ (Cannot exceed age 21.).

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

(2) **Describe Special Eligibility Effective Date(s):** ___

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

(k) **Mandatory Contributions - Eligibility Conditions.** If different conditions apply to Mandatory Contributions and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s) (Choose (1) or (2) if applicable):

- (1) **No Conditions.**
- (2) **Conditions Apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s) (Choose one or more of a. through d.):
- a. **Age** ___.
- b. **___ Year(s) of Service.**
- c. **___ Months.** Service need not be continuous (mere passage of time).
- d. **Describe Eligibility Conditions:** ___

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Election 14(i).]

(l) **Employer Maintains Another Plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes (Choose one.):

- (1) **Matching.**
- (2) **Nonelective.**
- (3) **Employee/Mandatory.**

15. YEAR OF SERVICE - ELIGIBILITY

(2.02(A); 2.02(C)). (Choose (a) if other than 1,000 Hours of Service. Complete (b). Choose (c) if applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

(a) **Year of Service.** An Employee must complete ___ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2. [Note: If left blank, the requirement is 1,000 Hours of Service.]

(b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose (1) or (2).):

- (1) **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
- (2) **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

(c) **Describe:** ___

(e.g., anniversary Year as to faculty and Plan Year as to other Employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

16. ENTRY DATE

(2.02(D)). The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable.):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions except Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions unless otherwise elected at 16(g).]

			(1) All Applicable Contributions	OR	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a)	<input type="checkbox"/>	Semi-Annual. The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b)	<input type="checkbox"/>	First Day of Plan Year.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c)	<input type="checkbox"/>	First Day of Each Plan Year Quarter.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d)	<input type="checkbox"/>	First Day of Each Month.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e)	<input type="checkbox"/>	Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f)	<input type="checkbox"/>	Describe: ___ (e.g., immediate as to faculty Employees and semi-annual as to administrative staff Employees.)					

Mandatory Contributions - Entry Date (Choose if applicable.):

- (g) **Mandatory Contributions - Entry Date.** If a different Entry Date applies to Mandatory Contributions and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one.):
- (1) **Semi-Annual.** The first day of the first month and of the seventh month of the Plan Year.
 - (2) **First Day of Plan Year.**
 - (3) **First Day of Each Month.**
 - (4) **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
 - (5) **Describe:** ___
(e.g., immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

17. PROSPECTIVE/RETROACTIVE ENTRY DATE

(2.02(D)). An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below (Choose one of (a) through (e) if applicable.):

- (a) **Immediately Following** the date the Employee completes the eligibility conditions.
- (b) **Immediately Preceding or Coincident With** the date the Employee completes the eligibility conditions.
- (c) **Immediately Preceding** the date the Employee completes the eligibility conditions.
- (d) **Nearest** the date the Employee completes the eligibility conditions.
- (e) **Describe:** ___
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees.)

ARTICLE 3
PLAN CONTRIBUTIONS AND FORFEITURES

AMOUNT AND TYPE(S) (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. MANDATORY EMPLOYEE CONTRIBUTIONS

(3.04(A)(3)). The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan Administrator will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions, but will allocate them to a separate sub-account within Participants' Accounts.

Amount of Mandatory Employee Contributions. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them (*Choose (a), (b) or (c)*):

- (a) **Uniform %.** ___% of each Participant's Compensation, per Plan Year.
- (b) **Fixed Dollar Amount.** \$___, per Plan Year.
- (c) **Describe:** ___ (*e.g., the greater of \$500 OR 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.*)

[*Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Election 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.*]

Type of Mandatory Employee Contributions. The Mandatory Employee Contributions are being made in accordance with the following (*Choose (d) or (e)*):

- (d) **Condition of Employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution (*Choose (1) or (2)*):
- (1) **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
- (2) **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional Provisions (*Choose one or both of (f) and (g) if applicable.*)

- (f) **Time Period.** Instead of the Plan Year, the time period will be per ___ (*e.g., month OR Hour of Service*).
- (g) **Describe Additional Conditions Related to Mandatory Employee Contributions** (*e.g., per Participant per month*): ___

19. AUTOMATIC DEFERRALS (ACA/EACA)

(3.02(B)). The Plan Administrator shall provide the Vendor with additional directions (which shall not require a formal amendment to this Adoption Agreement) from time to time, subject to the operational capabilities of the Vendor, regarding the details of the Plan's Automatic Deferral provisions. The Automatic Deferral provisions of Section 3.02(B) (*Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.*):

[*Note: The Employer must confirm that Automatic Deferral provisions are permissible under applicable law.*]

- (a) **Do Not Apply.** The Plan is not an ACA or EACA. (*Skip to Election 20.*)
- (b) **Apply.** The Plan is an ACA or EACA, as described below. As to each Participant, withholding of deferrals will commence as soon as administratively feasible after the Participant's applicable ACA Effective Date or EACA Effective Date, in accordance with the following (*Complete (1), (2) and (3). Also complete (4) and (5) if an EACA. Choose (6) if applicable. The Employer may include the ACA Effective Date or EACA Effective Date as special Effective Dates on Appendix A.*):
- (1) **Type of Automatic Deferral Arrangement.** The Plan is an (*Choose a., b. or c.*):
- a. **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
- b. **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).
- (2) **Participants Affected.** The Automatic Deferral applies to the following active Participants who are not suspended from making deferral contributions, subject to the Plan Administrator's restrictions on the frequency of changes to Participants' Salary Reduction Agreements (*Choose one or more of a., b., c., d. and/or e., as applicable.*):

- a. **Previously Automatically Deferring Participants.** All Participants who have previously been making Automatic Deferrals under the Plan as of the Automatic Deferral Effective Date and have a current deferral rate on file of greater than zero and less than the Automatic Deferral Percentage.
- b. **Election of Less Than Automatic Deferral Percentage.** All Participants who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date and have an Elective Deferral amount under the Agreement that is greater than zero and less than the Automatic Deferral Percentage.
- c. **No Effective Salary Reduction Agreement.** All Participants who do not have an effective Salary Reduction Agreement on the Automatic Deferral Effective Date.
- d. **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
- e. **Describe Affected Participants:** ____

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants by group name or description, e.g., non-collectively bargained (union) Employees OR Campus A Employees, subject to the Vendor’s operational capabilities. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979. The Plan Administrator may direct the Vendor (subject to its operational capabilities): regarding whether to treat a Salary Reduction Agreement of zero as an effective Salary Reduction Agreement; with respect to the treatment of rehires for purposes of Automatic Deferral Arrangements; with respect to periodic re-enrollments (for example, “Starting on the ____ day of ____ (month) and every ____ years, active Participants who have elected a deferral rate of zero percent shall be automatically enrolled [unless they have elected such zero deferral rate within the last ____ months preceding the re-enrollment date]”); and similar operational choices.) Such directions will be considered administrative documentation.]

(3) **Automatic Deferral Percentage/Scheduled Increases.** (Choose a., b., c. or d.):

- a. **Fixed Percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, ____% from the Participant’s Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

- b. **Increasing Schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of Application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

- c. **Other Increasing Schedule.** The Automatic Deferral Percentage will be (subject to the Vendor’s operational capabilities):

<u>Plan Year of Application to a Participant</u>	<u>Automatic Deferral Percentage</u>
—	—%
—	—%
—	—%
—	—%
—	—%

- d. **Describe Automatic Deferral Percentage:** _____ (Describe the Automatic Deferral Percentage, subject to the Vendor’s operational capabilities.)

If (3)a. or (3)d. is selected, the Automatic Deferral Percentage (Choose e., f. or g.):

- e. **No Scheduled Increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. **Automatic Increase.** The Automatic Deferral Percentage will increase by ____% per year up to a maximum of ____% of Compensation with respect to all Participants who are subject to the Automatic Deferral described in Election 19(b)(2).
- g. **Describe Increase:** ____ (Describe the amount of increase and the Participants who will be subject to the increase, if not the same group of Participants who are subject to the Automatic Deferral described in Election 19(b)(2).)

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Automatic Deferrals will increase as soon as administratively feasible after the following day each Plan Year:

- h. **Anniversary.** Each anniversary of the Automatic Deferral Effective Date.
- i. **Other:** ____ (Must be a specified or definitely determinable date that occurs at least annually, such as the anniversary of the Participant’s hire date or Reemployment Commencement Date, as applicable, subject to the Vendor’s operational capabilities.)

[Note: The Automatic Deferral Percentages in Election 19(b)(3)b. and c. may, as a result of operational limitations, be increased with the first payroll period in the applicable Plan Year, instead of on the first day of the applicable Plan Year.]

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first began making Automatic Deferrals under the Plan, unless otherwise elected below (*Choose j. or k.; leave blank if not applicable.*):

- j. **Increase Will Apply During the Second Plan Year.** The first automatic increase will occur beginning with the Change Date in the Plan Year following the Plan Year in which the Participant first began making Automatic Deferrals under the Plan.
- k. **Describe First Year Increase:** ___ (*e.g., the increase will apply on the Change Date occurring on or after the Participant has been making Automatic Deferrals under the Plan for 6 months*)

(4) **EACA Permissible Withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(d) (*Choose a., b. or c.*):

- a. **Do Not Apply.**
- b. **90 Day Withdrawal.** Apply within 90 days of the first Automatic Deferral.
- c. **30-90 Day Withdrawal.** Apply within ___ days of the first Automatic Deferral. (*The number of days may not be less than 30 or more than 90 days, and is subject to the Vendor's operational capabilities.*)

(5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election (*Choose a. or b.; leave blank if the Plan is an ACA or if Election 19(b)(4)a. is selected.*):

- (a) **Covered Employee.** Is a Covered Employee and continues to be covered by the EACA provisions. [*Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.*]
- (b) **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [*Note: Under this Election, the Participant no longer must receive the EACA annual notice.*]

(6) **Describe Automatic Deferral:** ___

[*Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group, subject to the operational capabilities of the Vendor (e.g., automatic Deferrals do not apply to Campus A Employees OR all Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).*]

20. AUTOMATIC ESCALATION OF ELECTIVE DEFERRALS

(3.02(G)). The Automatic Escalation provisions of Section 3.02(G) (*Choose (a) or (b). See Election 19 regarding Automatic Deferrals and increases to such Automatic Deferral Amounts. Notwithstanding the Employer's elections in this Election 20, Participants who have a Salary Reduction Agreement in effect may separately elect to automatically increase their individual deferral amounts on a periodic basis by a specified amount, if permitted by the Plan Administrator and subject to the Vendor's operational capabilities.*):

- (a) **Do Not Apply.**
- (b) **Apply** (*Complete (1), (2) and (3), and if appropriate (4).*):

(1) **Participants Affected.** The Automatic Escalation applies to (*Choose one or more of a., b. or c.*):

- a. **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect with a deferral rate greater than zero and who are not suspended from making Deferral Contributions.
- b. **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, with a deferral rate greater than zero and who are not suspended from making Deferral Contributions.
- c. **Describe Affected Participants:** ___

[*Note: The Employer in Election 20(b)(1)c. may further describe affected Participants by group name or description, e.g., non-collectively bargained (union) Employees OR Campus A Employees, subject to the Vendor's operational capabilities. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.*]

(2) **Automatic Increase Amount.** (*Choose a. or b.*):

- a. **Automatic Increase.** The Participant's Elective Deferrals will increase by ___% per year up to a maximum of ___% of Compensation.
- b. **Describe Increase:** ___

[*Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation, subject to the Vendor's operational capabilities. Any such provisions must be definitely determinable. The Plan Administrator may direct the Vendor (subject to its operational capabilities) regarding whether to apply an automatic increase to a Participant's Elective Deferrals, if such Participant previously elected to remove such an increase within a certain period of time. Such directions will be considered administrative documentation.*]

(3) **Change Date.** The Elective Deferrals will increase as soon as administratively feasible on or after the following day each Plan Year:

- a. **Anniversary.** Each anniversary of the hire date, or Reemployment Commencement Date as applicable, of such Participant.
 - b. **Other:** ___ (This must be a specified or definitely determinable date that occurs at least annually and operationally supportable by the Vendor.)
- (4) **First Year of Increase.** The Automatic Escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:
- a. **The Escalation Provision Will Apply During the Second Plan Year.** The first automatic increase will occur beginning with the Change Date in the Plan Year following the Plan Year in which the Participant first filed a Salary Reduction Agreement.
 - b. **Describe First Year Increase:** ___
(e.g., the increase will apply on the Change Date occurring ___ (not to exceed 720) days following the date such Participant was most recently subjected to a deferral increase, subject to the Vendor’s operational capabilities).

21. CATCH-UP DEFERRALS

(3.02(D)/(E)). A Participant otherwise eligible to do so (Choose (a) or (b).):

- (a) **Permitted.** May make the following Catch-Up Deferrals to the Plan (Choose one or both of (1) and (2).):
 - (1) **Age 50 Catch-Up.**
 - (2) **Qualified Organization Catch-Up.** See Section 3.02(D)(2).
- (b) **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

22. MATCHING CONTRIBUTIONS

(3.03(A)). The Matching Contributions under Election 6(c) 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. (Choose one or more of (a) through (h); then, for the elected Matching Contribution, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

	(1)	(2)	(3)	(4)	(5)	(6)
	Match Rate/Amt [%/\$ of Elective Deferrals]	Limit on Deferrals Matched [%/% of Compensation]	Limit on Match Amount [%/% of Compensation]	Apply limit(s) per Plan Year [“true-up”]	Apply limit(s) per payroll period [no “true-up”]	Apply limit(s) per designated time period [no “true-up”]
(a) <input type="checkbox"/> Discretionary. See Section 1.47(B) (The Employer may but is not required to complete (a)(1)-(6). See the “Note” following Election 22.)	___	___	___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> ___
(b) <input type="checkbox"/> Fixed - Uniform Rate/Amount:	___	___	___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> ___
(c) <input type="checkbox"/> Fixed - Tiered:	___	___	___	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> ___

	Elective Deferral %	Matching Rate
(e.g., up to 3)	___%	___%
(e.g., more than 3 up to 5)	___%	___%
	___%	___%
	___%	___%

- (d) **Fixed - Years of Service:** ___ ___ ___

(e.g., up to 2) ___ %
 (e.g., more than 2 ___ %
 up to 5) ___ %
 ___ %
 ___ %

“Years of Service” under this Election 22(d) means
 (Choose a. or b.):

- a. **Eligibility.** Years of Service for eligibility in Election 15.
- b. **Vesting.** Years of Service for vesting in Elections 37 and 38.

(e) **Fixed - Based on Age at End of Period:** ___ ___ ___

Age	Matching Rate
___	___%
___	___%
___	___%
___	___%

(f) **Fixed - Job Location or Classification:** ___ ___ ___
 (Must be objectively determinable.)

Location or Classification	Matching Rate
___	___%
___	___%
___	___%
___	___%

(g) **Fixed Percent of Compensation.** ___% of Compensation provided the Participant’s Elective Deferrals equal or exceed ___% of the Participant’s Compensation.

(h) **Describe:** ___
 (e.g., a discretionary match applies to staff members, and a fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors)

[Note: A Participant’s Elective Deferral percentage is equal to the Participant’s Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant’s Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

Additional Provisions (Choose if applicable.):

Contributions That Are Matched. Matching Contributions are made with respect to Elective Deferrals (includes Pre-Tax Elective Deferrals, Roth Elective Deferrals, Automatic Deferrals, and Employee (after-tax) Contributions) made to this Plan unless otherwise elected below. The Employer must elect in Election 23 whether Catch-Up Deferrals will be matched (Choose (i) if applicable.):

- (i) **Matching contributions will only be made with respect to the following** (Choose one or more of (1) through (5).):
 - (1) **Pre-Tax Elective Deferrals.**
 - (2) **Roth Elective Deferrals.**

- (3) **Employee (after-tax) Contributions.**
- (4) **Elective Deferrals made to the following plan:** ___ (Specify plan name.)
- (5) **Describe:** ___

Participating Employers. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a Participation Agreement. (Choose (j) if applicable.):

- (j) **Participant’s Employer Only.** The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer at the time such contributions are made.

23. MATCHING CATCH-UP DEFERRALS

(3.03(B)). If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals.):

- | | Age 50 Catch-Ups | Qualified Organization Catch-Ups |
|--|--------------------------|----------------------------------|
| (a) <input type="checkbox"/> Match. Will match Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> No Match. Will not match Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> Describe: ___
(e.g., will apply the Discretionary Matching Contribution to Catch-Up Deferrals but will not apply the Fixed Matching Contribution to Catch-Up Deferrals) | | |

24. [RESERVED]

25. NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT):

(3.04(A)). The Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (e), are limited to Participants who have Compensation and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (Choose one or more of (a) through (d) as applicable.):

- (a) **Discretionary Nonelective Contribution.** An amount the Employer in its sole discretion may determine.
- (b) **Fixed Nonelective Contribution.** (Choose one or more of (1) through (8). References to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
 - (1) **Uniform %.** ___% of each Participant’s Compensation, per ___ (e.g., Plan Year, month).
 - (2) **Fixed Dollar Amount.** \$___, per ___ (e.g., Plan Year, month, Hour of Service, per Participant per month).
 - (3) **Age-Graded.** The following percentage of each Participant’s Compensation based on the Participant’s age on the last day of the Plan Year:

Age	Contribution Percentage
___	___%
___	___%
___	___%
___	___%

- (4) **Service-Graded.** The following percentage of each Participant’s Compensation based on the Participant’s Years of Service on the last day of the Plan Year:

	Contribution Percentage
(e.g., up to 2) ___	___%
(e.g., more than ___	___%
2 up to 5) ___	___%
___	___%

“Years of Service” under this Election 25(b)(4) means (Choose i. or ii.):

- i. **Eligibility.** Years of Service for eligibility in Election 15.
- ii. **Vesting.** Years of Service for vesting in Elections 37 and 38.

- (5) **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location on the last day of the Plan Year:

Job Classification or Business Location	Contribution Percentage
—	—%
—	—%
—	—%
—	—%

- (6) **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document may be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) **Unused Accumulated Leave Conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave hours (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*Choose one or more of a., b. and/or c.*):

- a. **Sick Leave.**
- b. **Vacation Leave.**
- c. **Personal Leave.**

Eligible Employees. Only the following Participants shall receive the Employer Contribution for unused accumulated leave (*Choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees.*):

- d. **Former Employees.** All Employees terminating Service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*Choose one or more of i. through iv.; leave blank if no exclusions.*):
 - i. The former Employee must be at least age ___ (*e.g., 55*)
 - ii. The value of the unused accumulated leave must be at least \$___ (*e.g., \$2,000*)
 - iii. A contribution will only be made if the total hours is over ___ (*e.g., 10 hours*)
 - iv. A contribution will not be made for hours in excess of ___ (*e.g., 40 hours*)
- e. **Active Employees.** Employees who have not terminated Service during the Plan Year and who meet the following requirements (*Choose one or more of i. through iv.; leave blank if no exclusions.*):
 - i. The Employee must be at least age ___ (*e.g., 55*)
 - ii. The value of the unused accumulated leave must be at least \$___ (*e.g., \$2,000*)
 - iii. A contribution will only be made if the total hours are over ___ (*e.g., 10 hours*)
 - iv. A contribution will not be made for hours in excess of ___ (*e.g., 40 hours*)

- (8) **Describe:** ___

(e.g., the greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[*Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., for each Plan Year, 2% of total Compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., a Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).*]

- (c) **Contribution for Deemed Disability Compensation (1.11(K)).** The Plan includes Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period ___ (*Specify a fixed or determinable period. Choose (1) or (2).*):

- (1) **NHCEs Only.** Apply only to disabled NHCEs.
- (2) **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) **Amount Set Forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) **Describe:** ___ (*Must be definitely determinable (e.g., amount set forth in the Employer's long-term disability policy.)*.)

- (d) **Describe:** ___

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., a Discretionary Nonelective Contribution applies to Campus A Employees, and a Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

Additional Provisions (Choose if applicable.)

- (e) **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3).):
- (1) **Discretionary Nonelective Contribution.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
- (2) **Percent of Deemed Includible Compensation.** The Employer will contribute ___% of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next ___ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.
- (3) **Describe:** ___

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5).):

- (4) **All Former Employees.**
- (5) **The Following Former Employees** (Choose one or more of a. through e.):
- a. **Union Employees.** Collectively bargained (union) employees who participate in the following unions: ___
- b. **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
- c. **School Superintendent.**
- d. **School Principals.**
- e. **Describe Inclusion:** ___
(e.g., include administration Employees). [Note: Must be definitely determinable.]

26. NONELECTIVE CONTRIBUTION ALLOCATION

(3.04(B)). The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution (excluding Operational QNECs) under the following contribution allocation formula (Choose one or more of (a) through (g) as applicable.):

- (a) **Pro Rata.** As a uniform percentage of Participant Compensation.
- (b) **Permitted Disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2).):
- (1) **Percentage Amount.** ___% (Cannot exceed 100%.) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$___ (Cannot exceed the Taxable Wage Base.).
- (2) **Dollar Amount.** The following amount: \$___ (Cannot exceed the Taxable Wage Base in effect on the first day of the Plan Year.).
- (c) **Incorporation of Contribution Formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.
- (d) **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3) (Complete (1) and (2).):
- (1) **Description of the Classifications.** The classifications are (Choose a. or b.):
- a. **Each in Own Classification.** Each Participant constitutes a separate classification.
- b. **Describe the Classifications:** ___

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Election 26(d)(1)b. for the allocation Plan Year.]

- (2) **Allocation Method Within Each Classification.** Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):
- a. **Pro Rata.** As a uniform percentage of Compensation of each Participant within the classification.

- b. **Flat Dollar.** The same dollar amount to each Participant within the classification.
- c. **Describe:** ____
(e.g., allocate pro rata to group A and flat dollar to group B)
- (e) **Age-Based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):
 - (1) **Interest Rate.** (Choose a., b. or c.):
 - a. **7.5%** b. **8.0%** c. **8.5%**
 - (2) **Mortality Table.** (Choose a. or b.):
 - a. **UP-1984.** See Appendix C.
 - b. **Alternative:** ____
(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a Participation Agreement. (Choose if applicable.):

- (f) The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also select Election 10(l)b., to disregard the Compensation paid by “Y” Participating Employer in determining the allocation of the “X” Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.]

- (g) **Describe:** ____
(e.g., pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants)

27. [RESERVED]

28. ALLOCATION CONDITIONS

(3.06(B)/(C)). The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. With respect to allocation conditions for Nonelective Contributions for former Employees, see Election 25(e). To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose (a) or (b). Choose (c) if applicable.):

- a. **No Conditions.** No allocation conditions apply to Matching Contributions, Nonelective Contributions or forfeitures.
- b. **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions. Nonelective includes all Nonelective Contributions to which allocation conditions may apply and does not include Operational QNECs as described in Section 3.04(A)(1).]

		(1)		(2)	(3)	(4)
		Matching, Nonelective and Forfeitures		Matching	Nonelective	Forfeitures
(1)	<input type="checkbox"/> None.	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/> 501 Hours of Service/Terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input type="checkbox"/> Last Day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<input type="checkbox"/> Last Day of the Election 28(c) Time Period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (5) **1,000 Hours of Service in the Plan Year** (182 consecutive days in Plan Year if Elapsed Time). **OR**
- (6) **Hours of Service Within the Election 28(c) Time Period** (specify Hours of Service for each Contribution Type but not exceeding 1,000 Hours of Service in a Plan Year). __ **OR** __ __ __
- (7) **Describe Conditions:** __
(e.g., last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants and no allocation conditions for Participating Employer "B" Participants)

c. **Time Period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified Contribution Types and/or forfeitures based on each (Choose one or more of (1) through (5). Choose Contribution Type as applicable.):

- (1) **Plan Year.** **OR**
- (2) **Plan Year Quarter.** **OR**
- (3) **Calendar Month.** **OR**
- (4) **Payroll Period.** **OR**
- (5) **Describe Time Period:** __

[Note: If the Employer elects Election 28(b)(4) or (b)(6), the Employer must choose Election 28(c). If the Employer elects Election 28(b)(7), choose Election 28(c) if applicable.]

29. ALLOCATION CONDITIONS - APPLICATION/WAIVER

(3.06(D)/(F)). Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply the elected Election 28(b) allocation conditions to the specified Contribution Types and/or forfeitures as follows (If the Employer elects Election 28(b), the Employer must complete Election 29. Choose (a) or (b).):

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions. Nonelective includes all Nonelective Contributions to which allocation conditions may apply and does not include Operational QNECs as described in Section 3.04(A)(1).]

- (a) **Total Waiver or Application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (Choose (1) or (2).):
 - (1) **Do Not Apply Allocation Conditions.** Do not apply the elected Election 28(b) allocation conditions to Matching Contributions, Nonelective Contributions or forfeitures.
 - (2) **Apply Allocation Conditions.** Apply the elected Election 28(b) allocation conditions to Matching Contributions, Nonelective Contributions and forfeitures.
- (b) **Application/Waiver as to Contribution Types and Events.** If a Participant incurs a Severance from Employment, apply the elected Election 28(b) allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types and/or forfeitures (Choose one or more of (1) through (4). Choose Contribution Type as applicable.):

	(1)		(2)		(3)		(4)
	Matching, Nonelective and Forfeitures		Matching	Nonelective	Forfeitures		
(1) <input type="checkbox"/> Death.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Disability.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Normal Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Early Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. FORFEITURE ALLOCATION METHOD

(3.07). [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.):

			(1) All Forfeitures		(2) Nonelective Forfeitures		(3) Matching Forfeitures
(a)	<input type="checkbox"/>	Additional Nonelective. Allocate as additional Discretionary Nonelective Contributions.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(b)	<input type="checkbox"/>	Additional Match. Allocate as additional Discretionary Matching Contributions.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(c)	<input type="checkbox"/>	Reduce Nonelective. Apply to Nonelective Contributions.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(d)	<input type="checkbox"/>	Reduce Match. Apply to Matching Contributions.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(e)	<input type="checkbox"/>	Pro Rata. Allocate pro rata based on Compensation.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(f)	<input type="checkbox"/>	Plan Expenses. Pay reasonable Plan expenses. See Section 7.04(C).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>
(g)	<input checked="" type="checkbox"/>	Describe: <u>The Plan is an Elective Deferral Contribution only Plan (see Article 1, Section 6(b), of the Adoption Agreement) and an Employee is 100% vested at all times in their Elective Deferral and Rollover Accounts. If it should be necessary to forfeit any Account balances, all Forfeitures will be allocated to pay Plan Expenses as described above until this Adoption Agreement can be amended.</u> (e.g., forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants)					

31. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS

(3.08(E)). The following provisions apply regarding In-Plan Roth Rollover Contributions (Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.):

- (a) **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts (Choose one or both of (1) and (2).):
- (1) **Otherwise Distributable Amounts.** This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or 02/19/2020 (Enter later effective date if applicable.)
- (2) **Otherwise Nondistributable Amounts.** This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or 02/19/2020 (Enter later effective date if applicable.)

[Note: See Election 44 regarding the permissibility of Rollover Contributions to the Plan.]

32. EMPLOYEE (AFTER-TAX) CONTRIBUTIONS

(3.09). The following additional elections apply to Employee (after-tax) Contributions under Election 6(e) (Choose (a) if applicable.):

- (a) **Additional Limitations.** The Plan permits Employee (after-tax) Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: ___

**ARTICLE 4
LIMITATIONS AND TESTING**

33. RESERVED

**ARTICLE 5
VESTING**

34. RETIREMENT AGE

(5.01). NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (Choose one of (a) through (d).):

- (a) **Specific Age.** The date the Participant attains age 65.0.
- (b) **Age/Participation.** The later of the date the Participant attains age ___ or the ___ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) **Sum of Age Plus Service.** The date the Participant’s age plus Service equal ___.
- (d) **Describe:** ___
(e.g., the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service)

EARLY RETIREMENT AGE. (Choose (e), (f) or (g).):

- (e) **Not Applicable.** The Plan does not provide for an Early Retirement Age.
- (f) **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age ___; (ii) the date a Participant reaches the ___ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes ___ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.]

If (f)(iii) is selected, “Years of Service” under this Election 34(f)(iii) means (Choose (1) or (2).):

- (1) **Eligibility.** Years of Service for eligibility in Election 15.
- (2) **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (g) **Describe:** ___

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.]

35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE

(5.01; 5.02). If elected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully Vested if the Participant incurs a Severance from Employment as a result of death or Disability, or is employed on or after attainment of Early Retirement Age (Choose one or more of (a) through (c) if applicable; leave blank if none apply or if the Plan provides full vesting for all Participants.):

- (a) **Death.**
- (b) **Disability.**
- (c) **Early Retirement Age.**

36. VESTING SCHEDULE

(5.03). A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and Nonelective Contributions (Choose (a), (b) and/or (c).):

- (a) **Immediate Vesting.** 100% Vested at all times in all Accounts.

[Note: The Employer should choose Election 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under Election 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.]

- (b) **Vesting Schedules.** Apply the following vesting schedules to amounts in Accounts attributable to the following Contribution Types (Choose one or more of (1) through (5). If (5) is elected, the Employer will specify in Appendix B to its Adoption Agreement the vesting schedule(s) that are different from the vesting schedule(s) elected in (1)-(4) and apply to certain Participants and Contribution Types.):

(1)	(2)	(3)
All Contributions	Nonelective	Matching

- (1) **Immediate Vesting.** N/A
- (2) **6-Year Graded.** **OR**
- (3) **3-Year Cliff.** **OR**
- (4) **Modified Schedule:** **OR**

<u>Years of Service</u>	<u>Vested %</u>
—	—%
—	—%
—	—%
—	—%
—	—%
— or more	<u>100%</u>

- (5) **Additional Schedule(s).** See Appendix B.

[Note: The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of Employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

- (c) **Special Vesting Provisions:** ___

[Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of Employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

37. YEAR OF SERVICE - VESTING

(5.05). (Choose (a) if other than 1,000 Hours of Service. Complete (b).):

[Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

- (a) **Year of Service.** An Employee must complete at least ___ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]
- (b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2).):
 - (1) **Plan Year.**
 - (2) **Anniversary Year.**

38. EXCLUDED YEARS OF SERVICE - VESTING

(5.05(C)). The Plan excludes the following Years of Service for purposes of vesting (Choose one or more of (a) through (e) if applicable.):

- (a) **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.
- (b) **Prior to Plan Establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (c) **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).
- (d) **Prior Plan Terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this Restated Plan.
- (e) **Other Exclusions:** ___

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]

**ARTICLE 6
DISTRIBUTIONS**

39. POST-SEVERANCE DISTRIBUTIONS.

The provisions in this Election 39 apply to distributions to Participants following Severance from Employment (*Complete (a), (b) and (c). Choose (d) and (e) if applicable.*):

(a) **Mandatory Distribution (6.01(F); 6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows (*Choose (1) or (2).*):

- (1) **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (*i.e., Participant consent is required for all distributions*) following Severance from Employment.
- (2) **Mandatory Distribution (6.01(F)).** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount Limit. The Mandatory Distribution maximum amount is equal to (*Choose a., b. or c.; choose d. if applicable.*):

- a. **\$5,000.**
- b. **\$1,000.**
- c. **Specify Amount:** \$___. (*Specify an amount greater than \$1,000.*)

[*Note: This Election 39(a)(2) only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.*]

Automatic IRA Rollover (6.08(D)). With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- d. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ ___. (*Specify an amount greater than \$0 and less than \$1,000.*)

Application of Rollovers to Amount Limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan (*Choose e. or f.*):

- e. **Disregards Rollover Contributions.**
- f. **Includes Rollover Contributions.**

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution method which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation (*Choose one or more of (1) through (6).*):

- (1) **Lump Sum.**
- (2) **Installments Only if Participant Subject to Lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
- (3) **Installments.**
- (4) **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
- (5) **Ad Hoc Distributions.**
- (6) **Describe Distribution Method(s):** ____

[*Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump Sum OR Accounts of Employees hired after "x" date are distributable in a Lump Sum. Division B Employee Accounts are distributable in a Lump Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from plan "X" merged into this Plan continue to be distributable in accordance with the plan "X" terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]*

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant (*Choose (1) or (2).*):

- (1) Under any distribution method available under the Investment Arrangement Documentation.
- (2) Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

(d) **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to (*Choose (1) or (2).*):

- (1) Attainment of age ____.
- (2) Describe: ____

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) **Acceleration.** Notwithstanding any later specified distribution date in this Election 39, a Participant may elect an earlier distribution following Severance from Employment (Choose one or both of (1) and/or (2).):
 - (1) **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.
 - (2) **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. IN-SERVICE DISTRIBUTIONS/EVENTS

(6.01(D)). A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) (Choose (a) or (b).):

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

- (a) **None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions and Employee (after-tax) Contributions.
- (b) **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (9).):

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer Contributions held in Annuity Contracts; Elections under column (5) apply only to Employer Contributions held in Custodial Accounts.]

	(1)	(2)	(3)	(4)	(5)
	All Contrib.	Elective Deferrals	Matching Contrib.	Nonelective/Mandatory	Custodial Account
(1) <input type="checkbox"/> None. Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input checked="" type="checkbox"/> Age (Choose one or more of a. through d.)					
a. <input checked="" type="checkbox"/> Age 59.5 (Must be at least 59 1/2.)	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Age ___ (May be less than 59 1/2.)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c. <input type="checkbox"/> Age and Participation. The Participant must have attained age ___ and (1) completed ___ years of Plan participation or (2) ___ Years of Service for purposes of vesting. (Complete the age and the blanks for (1) or (2).)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Upon Attaining Normal Retirement Age. (Normal Retirement Age must be at least 59 1/2.)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input checked="" type="checkbox"/> Hardship.	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(4) <input checked="" type="checkbox"/> Disability.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (5) **Year Contributions.** N/A N/A N/A
(Specify minimum of two years.)
- (6) **Months of Participation.** N/A N/A N/A
(Specify minimum of 60 months.)
- (7) **Qualified Reservist Distribution.** See Section 6.01(D)(10). N/A N/A N/A N/A
- (8) **Deemed Severance Distribution (HEART Act).** See Section 6.11. **OR**
- (9) **Describe:**

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the plan "X" merged into this Plan continue to be distributable in accordance with the plan "X" terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of a Participant's Restricted Balances. See Sections 6.02(E) and 9.02(C)(3).]

41. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS

(6.01(D)). The following additional conditions apply to In-Service Distributions under Election 40(b) (Choose (a), (b), (c), (d) and/or (e) if applicable.):

- (a) **100% Vesting Required for Accounts That are Subject to a Vesting Schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or both of (1) and/or (2).):
- (1) **Hardship Distributions.** Distributions based on hardship.
- (2) **Other In-Service Distributions.** In-Service Distributions other than distributions based on hardship.
- (b) **Minimum Amount.** A Participant may not receive an In-Service Distribution in an amount which is less than:
\$ (Specify amount.)
- (c) **Qualified Distribution from Roth Deferral Account.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) **No Hardship Distribution from Roth Deferral Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) **Describe Other Conditions:**

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of a Participant's Restricted Balances. See Section 6.02(E).]

42. JOINT AND SURVIVOR ANNUITY REQUIREMENTS

(6.04; 7.05(A)(3)). The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose Election 42(a) only if the Employer wishes to follow the joint and survivor annuity rules to which the Plan would otherwise not be subject.):

- (a) **Joint and Survivor Annuity Applicable.** Section 6.04 applies to all Participants and:
- One-Year Marriage Rule.** Under Section 6.04(H) (Choose (1) or (2).):
- (1) **Applies.** The one-year marriage rule applies.
- (2) **Does Not Apply.** The one-year marriage rule does not apply.

[Note: If Election 42(a) is elected, annuities are a form of distribution under the Plan even if Election 39(b)(4) is not elected.]

**ARTICLE 7
ADMINISTRATIVE PROVISIONS**

43. PLAN LOANS

(7.06). The Employer makes the following election regarding Plan loans (*Choose (a) or (b).*):

- (a) **No Loans.** Plan loans are not permitted.
- (b) **Loans Allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any), which may restrict the availability of loans to certain Vendors.

44. ROLLOVER CONTRIBUTIONS

(3.08). The Employer makes the following election regarding Rollover Contributions, other than In-Plan Roth Rollover Contributions (*Choose (a) or (b).*):

- (a) **No Rollover Contributions.** Rollover Contributions are not permitted into the Plan.
- (b) **Rollover Contributions Allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and the Plan's terms and policies. If the Plan permits Designated Roth Contributions, the Plan Administrator may accept Rollover Contributions of designated Roth deferrals.

[*Note: See Election 31 regarding the permissibility of In-Plan Roth Rollover Contributions.*]

**ARTICLE 10
MULTIPLE EMPLOYER PLAN**

Note: The IRS has not reviewed the provisions of this Article 10, and the Employer cannot rely on the Advisory Letter with regard to the qualification of the Plan under Code §403(b). The Practitioner does not represent that this Article 10 meets the requirements of applicable law and bears no responsibility for any actions of the IRS related to Article 10. The Employer must consult an independent tax advisor prior to selecting Election 45(b).

45. MULTIPLE EMPLOYER PLAN

(10.01/10.02/10.03). The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b).*):

- (a) **Not Applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: _____. The Employer makes the following additional elections (*Choose (1) or (2).*):
- (1) **Participating Employer May Modify.** See Section 10.03. A Participating Employer in its Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
- (a) **All.** May modify all elections.
- (b) **Specified Elections.** May modify the following elections: ____ (*Specify by election number.*).
- (c) **Restrictions.** May modify elections, subject to the following additional restrictions: ____ (*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
- (2) **Participating Employer May Not Modify.** See Section 10.03. A Participating Employer in its Participation Agreement may not modify any Adoption Agreement elections.

[*Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer's election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies.*]

PLAN EXECUTION

Plan Name: University of South Florida 403(b) Plan

Employer: The University of South Florida Board of Trustees, a public body corporate

Date: 2/16/2020

Signed: DocuSigned by:
David Lechner
B11C11B497D545E...

Name: David Lechner

Title: Senior Vice President

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer may use this Adoption Agreement only in conjunction with the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22).

Execution for Amendment of Elections Only. If the chart below is completed, this Execution Page documents an amendment to the Adoption Agreement Election(s) shown in the chart below, effective as of the respective Effective Date(s) shown in the chart below. The amended Election(s) are attached hereto.

Adoption Agreement Election	Effective Date

The Employer should retain all amended Adoption Agreement Election(s) and Execution Page(s).

Volume Submitter Practitioner. Fidelity Workplace Services LLC is the Volume Submitter Practitioner. The Practitioner will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services offered by the Practitioner or an affiliate thereof. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Practitioner’s intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at the following address: Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number: 888-502-7526.

APPENDIX A

SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

SPECIAL EFFECTIVE DATES

(1.23). The Employer elects or does not elect Appendix A special Effective Date(s) as follows. (*Choose (a) or one or more of (b) through (q).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix A*]

(a) **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[*Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.*]

(b) **Contribution Types (1.12).** The following Contribution Types under Election(s) 6 are effective:

Description	Effective Date Begin	Effective Date End
(i) Election 6 - Added Roth Deferral	02/19/2020	N/A

(c) **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 are effective:

(d) **Compensation (1.11).** The Compensation definition under Election(s) (*specify 8 - 10 as applicable*) are effective:

(e) **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) (*specify 11 - 12 as applicable*) are effective:

(f) **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) (*specify 14 - 17 as applicable*) are effective:

(g) **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective:

(h) **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) (*specify 19 - 21 as applicable*) are effective:

(i) **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) (*specify 22 - 23 as applicable*) are effective:

(j) **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) (*specify 25 - 27 as applicable*) are effective:

(k) **Allocation conditions (3.06).** The allocation conditions under Election(s) (*specify 28 - 29 as applicable*) are effective:

(l) **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 are effective:

(m) **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 are effective:

Description	Effective Date Begin	Effective Date End
(i) Election 31 - Added Roth In-Plan Conversion. Otherwise Distributable and Otherwise Non-Distributable	02/19/2020	N/A

(n) **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 are effective:

(o) **Vesting (5.03).** The vesting provisions under Election(s) (*specify 34 - 38 as applicable*) are effective:

(p) **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) (*specify 39 - 42 as applicable*) are effective:

(q) **Special Effective Date(s) for other elections (*specify elections and dates*):**

APPENDIX B

**BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT
OVERRIDE, ADDITIONAL AND SUPPLEMENTAL ELECTIONS**

BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT OVERRIDES.

The Employer elects or does not elect to override and/or supplement various provisions of the basic plan document and/or Adoption Agreement as follows (*Choose (a) or choose one or more of (b) through (j).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) **Not Applicable.** The Employer does not elect to override or supplement any basic plan document or Adoption Agreement provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) **Definitions (Article 1) Overrides.** (*Choose one or more of (1) through (5) if applicable.*)

(1) **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. **W-2 Compensation Exclusion of Paid/Reimbursed Moving Expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. **Alternative (General) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. **Effective Date.** The inclusion is effective for Plan Years beginning after ___ (*may not be earlier than December 31, 2008*).
- b. **Elective Deferrals Only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. **Not Included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. **Other:** ___ (*Specify other Contribution Types for which Compensation which includes Differential Wage Payments.*)

(3) **Alternate Definition of Disability (1.19).** Disabled means: Definition of Disability provided in the applicable Individual Agreement

(4) **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types does not exclude Reclassified Employees (or the following categories of Reclassified Employees): ___ (*Specify Contribution Types and/or categories of Reclassified Employees.*)

(5) **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make Elective Deferrals do not apply: ___

(c) **Eligibility and Participation (Article 2) Overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: ___

(d) **Plan Contributions and Forfeitures (Article 3) Overrides.** (*Choose one or more of (1) through (6) if applicable.*)

(1) **Roth Overrides.** (*Choose one or more of a. through e.*):

- a. **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. **In-Plan Roth Rollovers Limited to Employees Only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. **Partially Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may be made from Accounts which are partially or fully Vested, subject to the terms of the Investment Arrangement Documentation and the operational capabilities of the Vendor.
- d. **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more of (i) through (vi).*):
 - (i) Elective Deferrals.
 - (ii) Matching Contributions.
 - (iii) Nonelective Contributions.
 - (iv) Rollovers.
 - (v) Transfers.

- (vi) Other: ____
(Specify source(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion.)
- e. **Treatment of Loans (3.08(E)(3)(c)).** Loans may be distributed as part of an In-Plan Roth Rollover Contribution, subject to the operational capabilities of the Vendor.
- (2) **Short Plan Year or Allocation Period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator (Choose a. or b.):
 - a. **No Pro-Ration.** Will not pro-rate Hours of Service in any short allocation period.
 - b. **Pro-Ration Based on Months.** Will pro-rate any Hours of Service requirement based on the number of months in the short allocation period.
- (3) **Limited Waiver of Allocation Conditions for Rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) **HEART Act Continued Benefit Accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) **Matching on Pre-Entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the Elective Deferrals were made before the Participant became eligible for the Matching Contribution portion of the Plan.
- (6) **Classifications Allocation Formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant’s allocation during that Plan Year (Choose a., b. or c.):
 - a. **Months in Each Classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. **Days in Each Classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. **One Classification Only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) **Limitations and Testing (Article 4) Overrides.** (Choose one or both of (1) and (2) if applicable.)
 - (1) **First Few Weeks Rule for Code §415 Testing Compensation (4.05(D)(1)).** The Plan applies the “first few weeks rule” described in Section 4.05(D)(1).
 - (2) **Code §415 Override (4.02(D), (F)).** Because of the required aggregation of multiple 403(b) plans, to satisfy Code §415, the following overriding provisions apply: ____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this Plan before reducing Annual Additions to other plans.)
- (f) **Vesting (Article 5) Overrides.** (Choose one or more of (1) through (3) if applicable.)
 - (1) **Alternative Vesting Formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) **Vesting Exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service or Forfeiture Break in Service as follows: ____ (Specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D).).
 - (3) **Additional Schedule(s) (5.03(A)(1)).** The following vesting schedule(s), which are different from the vesting schedule(s) in Election 36(b), applies to the Participants and Contribution Type(s) described below (Complete a., and if necessary, complete b. Repeat the content in b. as many times as needed.):
 - a. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) (Complete vesting schedule, (i) and (ii).):

Years of Service	Vested %
—	—%
—	—%
—	—%
—	—%
— or more	<u>100</u> %
 - (i) The vesting schedule above applies to the following class of Participants: ____
 - (ii) The vesting schedule above applies to the following Contribution Type(s): ____
 - b. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) (Complete vesting schedule, (i) and (ii).):

<u>Years of Service</u>	<u>Vested %</u>
—	—%
—	—%
—	—%
—	—%
— or more	100%

(i) The vesting schedule above applies to the following class of Participants: ___

(ii) The vesting schedule above applies to the following Contribution Type(s): ___

[Note: The vesting schedule(s) in (3)a., (3)b., etc. must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of Employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(g) **Distributions (Article 6) Overrides.** (Choose one or more of (1) through (6) if applicable.)

(1) **Restriction on In-Service Distributions of Rollovers/Employee (After-Tax) Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):

- a. **Not Permitted.** In-service distributions of Rollover Contributions and Employee (after-tax) Contributions are not permitted.
- b. **Elective Deferrals.** Under the same provisions which apply to Elective Deferrals.
- c. **Matching Contributions.** Under the same provisions which apply to Matching Contributions.
- d. **Nonelective Contributions.** Under the same provisions which apply to Nonelective Contributions.
- e. **Describe:** ___

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee (after-tax) Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) **Elections Related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.)

a. **In-Service Roth Rollover Events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); choose (v) if applicable.):

- (i) **Age.** The Participant has attained age ___.
- (ii) **Participation.** The Participant has at least ___ months of participation. (Must be at least a minimum of 60 months.)
- (iii) **Seasoning.** The amounts being distributed have accumulated in the Plan for at least ___ years. (Must be at least two years.)
- (iv) **Describe:** ___
(Must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions).)

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 ½.]

(v) **Distribution for Withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution, subject to the Vendor's operational capabilities.

b. **Minimum Amount.** The minimum amount that may be rolled over is \$___.

(3) **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) **Annuity Distributions (6.04).** (Choose one or both of a. and b.):

a. **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be ___%. (Specify a percentage between 50% and 100%.)

b. **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be ___%. (Specify a percentage between 50% and 100%.)

(5) **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) **Replacement of \$5,000 Amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$___. (Specify an amount less than \$5,000.)

(h) **Additional Provisions (Article 7) Overrides.** (Choose one or more of (1) through (8) if applicable.)

(1) **Automatic Revocation of Spousal Designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

- (2) **Limitation on Frequency of Beneficiary Designation Changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least ___ must elapse between Beneficiary designation changes. (*Specify a period of time, e.g., 90 days OR 12 months.*)
- (3) **Definition of “Spouse” (7.05(A)(5)).** The following definition of “spouse” applies: ___ (*Specify a definition.*)

[*Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default Beneficiary designations.*]

- (4) **Administration of Default Provision; Default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: (*Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.*)
- (5) **Subsequent Restoration of Forfeitures - Sources and Ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order ___ (*Specify, in order, one or more of the following: Forfeitures, Employer Contributions, Earnings.*)
- (6) **State Law (7.09(H)).** The laws of the following state will apply: ___ (*Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States.*)
- (7) **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows, subject to the Vendor’s operational capabilities (*Choose a., b. or c.*):
- a. Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
 - b. The excess funds will be allocated pro rata based on Account Balance.
 - c. The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) **Limitation to Spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. (*Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.*)
- (i) **Additional Provisions (Article 9) Overrides.** (*Choose one or more of (1) through (3) if applicable.*)
- (1) **Contract Exchanges Within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting contract exchanges to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies (*Choose a., b. or c.*):
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges to any other Investment Arrangements under the Plan.
 - c. The Plan provides for and permits such exchanges under the following circumstances: ___
 - (2) **Contract Exchange to Vendor Which is Not Part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of Investment Arrangements described in section 9.06(B)(3), the following applies (*Choose a., b. or c.*):
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges in the Plan Administrator’s discretion, which shall be exercised in accordance with Section 9.06(B)(3).
 - c. The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: ___
 - (3) **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for plan-to-plan transfers to this Plan, the Plan allows transfers to this Plan as elected below (*Choose a., b., c. or d. if applicable*):
 - a. The Plan allows plan-to-plan transfers to this Plan.
 - b. The Plan provides for and permits plan-to-plan transfers to other Plans in addition to permitting plan-to-plan transfers to this Plan.
 - c. The Plan provides for and permits plan-to-plan transfers to other Plans but does not permit or provide for plan-to-plan transfers to this Plan.
 - d. The Plan provides for and permits plan-to-plan transfers under the following circumstances: ___

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below (*Choose e., f. or g. if applicable.*):

 - e. Current Employees only.
 - f. Current and former Employees.
 - g. Only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

APPENDIX C

TABLE I: ACTUARIAL FACTORS
UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until <u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Note: A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

APPENDIX C
TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE
OTHER THAN 65

<u>Normal Retirement Age</u>	UP-1984 Without Setback		
	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

Note: Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying *all* factors applicable to that Participant in Table I by the appropriate Table II factor.

APPENDIX D

[Note: The Employer may modify this Appendix D without amending the Plan.]

INVESTMENT ARRANGEMENTS

(8.01).

- (a) The Employer will remit on-going contributions (including Elective Deferrals) to the following Vendors and Investment Arrangements:
1. Fidelity Investments - Custodial Accounts
 2. TIAA - Custodial Accounts and Annuity Contracts
- (b) The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan Contributions but are not currently so approved by the Employer:
1. Nationwide - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 2. Horace Mann - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 3. VOYA - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 4. Prudential - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 5. VALIC/AIG - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 6. Jefferson National - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 7. Symmetra Financial Group- Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 8. T. Rowe Price - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 9. Vanguard - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 10. MetLife - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 11. Mass Mutual - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
 12. GALIC - Custodial Accounts and Annuity Contracts. Only allows Full Distributions out or Contract Exchanges to TIAA or Fidelity Investments.
- (c) The Employer has entered into Information Sharing Agreements with the following Vendors, which are approved for contract exchanges to/from the following Investment Arrangements under Section 9.06(B)(3):
1. Fidelity Investments - Custodial Accounts
 2. TIAA - Custodial Accounts and Annuity Contracts

ADMINISTRATIVE FUNCTION DELEGATION (7.01(H); 7.02(F)). The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below.]*

		Employer	Plan Administrator	Vendor	Other (Specify)	
a.	Determining Employee eligibility to participate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
b.	Determine Participant Vested percentages	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
c.	Determining whether deferrals comply with Plan limits and are correctly calculated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
d.	Determining accuracy of Matching Contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
e.	Determining whether hardship distributions and loans (if any) comply with Plan requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
f.	Make determinations regarding rollovers and transfers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
g.	Determining the status of domestic relations orders	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
h.	Determining whether the Plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
i.	Determining Employer status (e.g., type of Employer, Related Employer status, QCCO status)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
j.	Remitting contributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
k.	Delivery of Participant notice	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
l.	Maintain Employee records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
m.	Review and process claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
n.	Communication with Vendor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
o.	Describe: ___					

[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a Participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

Effective Date of this Appendix D, if not the Effective Date of the Plan: 01/01/2020

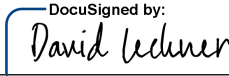
PLAN EXECUTION

Plan Name: University of South Florida 403(b) Plan

Employer: The University of South Florida Board of Trustees, a public body corporate

10/15/2020

Date: _____

Signed:  _____

Name: David Lechner

Title: Senior Vice President

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer may use this Adoption Agreement only in conjunction with the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22).

Execution for Amendment of Elections Only. If the chart below is completed, this Execution Page documents an amendment to the Adoption Agreement Election(s) shown in the chart below, effective as of the respective Effective Date(s) shown in the chart below. The amended Election(s) are attached hereto.

Adoption Agreement Election	Effective Date
APPENDIX B(h)(7)	04/01/2020

The Employer should retain all amended Adoption Agreement Election(s) and Execution Page(s).

Volume Submitter Practitioner. Fidelity Workplace Services LLC is the Volume Submitter Practitioner. The Practitioner will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services offered by the Practitioner or an affiliate thereof. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Practitioner’s intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at the following address: Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number: 888-502-7526.

APPENDIX B

**BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT
OVERRIDE, ADDITIONAL AND SUPPLEMENTAL ELECTIONS**

BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT OVERRIDES.

The Employer elects or does not elect to override and/or supplement various provisions of the basic plan document and/or Adoption Agreement as follows (*Choose (a) or choose one or more of (b) through (j).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) **Not Applicable.** The Employer does not elect to override or supplement any basic plan document or Adoption Agreement provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) **Definitions (Article 1) Overrides.** (*Choose one or more of (1) through (5) if applicable.*)

(1) **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. **W-2 Compensation Exclusion of Paid/Reimbursed Moving Expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. **Alternative (General) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. **Effective Date.** The inclusion is effective for Plan Years beginning after ___ (*may not be earlier than December 31, 2008*).
- b. **Elective Deferrals Only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. **Not Included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. **Other:** ___ (*Specify other Contribution Types for which Compensation which includes Differential Wage Payments.*)

(3) **Alternate Definition of Disability (1.19).** Disabled means: Definition of Disability provided in the applicable Individual Agreement

(4) **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types does not exclude Reclassified Employees (or the following categories of Reclassified Employees): ___ (*Specify Contribution Types and/or categories of Reclassified Employees.*)

(5) **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make Elective Deferrals do not apply: ___

(c) **Eligibility and Participation (Article 2) Overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: ___

(d) **Plan Contributions and Forfeitures (Article 3) Overrides.** (*Choose one or more of (1) through (6) if applicable.*)

(1) **Roth Overrides.** (*Choose one or more of a. through e.*):

- a. **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. **In-Plan Roth Rollovers Limited to Employees Only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. **Partially Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may be made from Accounts which are partially or fully Vested, subject to the terms of the Investment Arrangement Documentation and the operational capabilities of the Vendor.
- d. **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more of (i) through (vi).*):
- (i) Elective Deferrals.
- (ii) Matching Contributions.
- (iii) Nonelective Contributions.
- (iv) Rollovers.
- (v) Transfers.

- (vi) Other: ____
(Specify source(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion.)
- e. **Treatment of Loans (3.08(E)(3)(c)).** Loans may be distributed as part of an In-Plan Roth Rollover Contribution, subject to the operational capabilities of the Vendor.
- (2) **Short Plan Year or Allocation Period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator (Choose a. or b.):
 - a. **No Pro-Ration.** Will not pro-rate Hours of Service in any short allocation period.
 - b. **Pro-Ration Based on Months.** Will pro-rate any Hours of Service requirement based on the number of months in the short allocation period.
- (3) **Limited Waiver of Allocation Conditions for Rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) **HEART Act Continued Benefit Accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) **Matching on Pre-Entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the Elective Deferrals were made before the Participant became eligible for the Matching Contribution portion of the Plan.
- (6) **Classifications Allocation Formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant’s allocation during that Plan Year (Choose a., b. or c.):
 - a. **Months in Each Classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. **Days in Each Classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. **One Classification Only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) **Limitations and Testing (Article 4) Overrides.** (Choose one or both of (1) and (2) if applicable.)
 - (1) **First Few Weeks Rule for Code §415 Testing Compensation (4.05(D)(1)).** The Plan applies the “first few weeks rule” described in Section 4.05(D)(1).
 - (2) **Code §415 Override (4.02(D), (F)).** Because of the required aggregation of multiple 403(b) plans, to satisfy Code §415, the following overriding provisions apply: ____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this Plan before reducing Annual Additions to other plans.)
- (f) **Vesting (Article 5) Overrides.** (Choose one or more of (1) through (3) if applicable.)
 - (1) **Alternative Vesting Formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) **Vesting Exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service or Forfeiture Break in Service as follows: ____ (Specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D).).
 - (3) **Additional Schedule(s) (5.03(A)(1)).** The following vesting schedule(s), which are different from the vesting schedule(s) in Election 36(b), applies to the Participants and Contribution Type(s) described below (Complete a., and if necessary, complete b. Repeat the content in b. as many times as needed.):
 - a. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) (Complete vesting schedule, (i) and (ii).):

Years of Service	Vested %
____	____%
____	____%
____	____%
____	____%
____ or more	100%
 - (i) The vesting schedule above applies to the following class of Participants: ____
 - (ii) The vesting schedule above applies to the following Contribution Type(s): ____
 - b. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) (Complete vesting schedule, (i) and (ii).):

<u>Years of Service</u>	<u>Vested %</u>
—	—%
—	—%
—	—%
—	—%
— or more	100%

(i) The vesting schedule above applies to the following class of Participants: ___

(ii) The vesting schedule above applies to the following Contribution Type(s): ___

[Note: The vesting schedule(s) in (3)a., (3)b., etc. must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of Employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(g) **Distributions (Article 6) Overrides.** (Choose one or more of (1) through (6) if applicable.)

(1) **Restriction on In-Service Distributions of Rollovers/Employee (After-Tax) Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):

- a. **Not Permitted.** In-service distributions of Rollover Contributions and Employee (after-tax) Contributions are not permitted.
- b. **Elective Deferrals.** Under the same provisions which apply to Elective Deferrals.
- c. **Matching Contributions.** Under the same provisions which apply to Matching Contributions.
- d. **Nonelective Contributions.** Under the same provisions which apply to Nonelective Contributions.
- e. **Describe:** ___

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee (after-tax) Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) **Elections Related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.)

a. **In-Service Roth Rollover Events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); choose (v) if applicable.):

- (i) **Age.** The Participant has attained age ___.
- (ii) **Participation.** The Participant has at least ___ months of participation. (Must be at least a minimum of 60 months.)
- (iii) **Seasoning.** The amounts being distributed have accumulated in the Plan for at least ___ years. (Must be at least two years.)
- (iv) **Describe:** ___
(Must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions).)

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 ½.]

(v) **Distribution for Withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution, subject to the Vendor's operational capabilities.

b. **Minimum Amount.** The minimum amount that may be rolled over is \$___.

(3) **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) **Annuity Distributions (6.04).** (Choose one or both of a. and b.):

a. **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be ___%. (Specify a percentage between 50% and 100%.)

b. **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be ___%. (Specify a percentage between 50% and 100%.)

(5) **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) **Replacement of \$5,000 Amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$___. (Specify an amount less than \$5,000.)

(h) **Additional Provisions (Article 7) Overrides.** (Choose one or more of (1) through (8) if applicable.)

(1) **Automatic Revocation of Spousal Designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

(2) **Limitation on Frequency of Beneficiary Designation Changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least ___ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*

(3) **Definition of “Spouse” (7.05(A)(5)).** The following definition of “spouse” applies: ___ *(Specify a definition.)*

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default Beneficiary designations.]

(4) **Administration of Default Provision; Default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: ___ *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*

(5) **Subsequent Restoration of Forfeitures - Sources and Ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order ___ *(Specify, in order, one or more of the following: Forfeitures, Employer Contributions, Earnings.)*

(6) **State Law (7.09(H)).** The laws of the following state will apply: ___ *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States.)*

(7) **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows, subject to the Vendor’s operational capabilities *(Choose a., b. or c.):*

- a. Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
- b. The excess funds will be allocated pro rata based on Account Balance.
- c. The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.

(8) **Limitation to Spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*

(i) **Additional Provisions (Article 9) Overrides.** *(Choose one or more of (1) through (3) if applicable.)*

(1) **Contract Exchanges Within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting contract exchanges to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*

- a. The Plan does not provide for or permit such exchanges.
- b. The Plan provides for and permits such exchanges to any other Investment Arrangements under the Plan.
- c. The Plan provides for and permits such exchanges under the following circumstances: ___

(2) **Contract Exchange to Vendor Which is Not Part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of Investment Arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*

- a. The Plan does not provide for or permit such exchanges.
- b. The Plan provides for and permits such exchanges in the Plan Administrator’s discretion, which shall be exercised in accordance with Section 9.06(B)(3).
- c. The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: ___

(3) **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for plan-to-plan transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable):*

- a. The Plan allows plan-to-plan transfers to this Plan.
- b. The Plan provides for and permits plan-to-plan transfers to other Plans in addition to permitting plan-to-plan transfers to this Plan.
- c. The Plan provides for and permits plan-to-plan transfers to other Plans but does not permit or provide for plan-to-plan transfers to this Plan.
- d. The Plan provides for and permits plan-to-plan transfers under the following circumstances: ___

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable):*

- e. Current Employees only.
- f. Current and former Employees.
- g. Only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.



Included for your review and approval by electronic signature are the following document(s) for your requested plan amendment that is to be effective on 11/01/2020:

- Adoption Agreement

To begin the process of reviewing and electronically approving the amendment, please follow the instructions outlined in the email you received notifying you that the amendment was ready for review.

If changes to the amendment are needed, select the option to electronically "Decline" the amendment, and contact Joan Berning at 859-386-4869 or Joan.Berning@fmr.com to discuss any necessary changes.

The amendment documents to be reviewed by the responsible plan fiduciary may contain service and/or compensation information intended by Fidelity to satisfy the requirements of Department of Labor regulation Section 2550.408b-2(c)(1). For questions regarding this service and compensation information, please contact your Fidelity Managing Director.

Sincerely,

Fidelity Investments

For Fidelity Investments Use Only

XTRAC: W066444-10SEP20

Plan #: 56198

Route To: Joan Berning

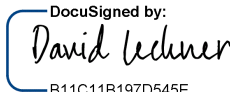
Eff Date: 11/01/2020

PLAN EXECUTION

Plan Name: University of South Florida 403(b) Plan

Employer: The University of South Florida Board of Trustees, a public body corporate

Date: 10/15/2020 | 7:48:11 AM EDT

Signed:  B11C11B197D545E...

Name: David Lechner

Title: Senior Vice President

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer may use this Adoption Agreement only in conjunction with the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22).

Execution for Amendment of Elections Only. If the chart below is completed, this Execution Page documents an amendment to the Adoption Agreement Election(s) shown in the chart below, effective as of the respective Effective Date(s) shown in the chart below. The amended Election(s) are attached hereto.

Adoption Agreement Election	Effective Date
<p align="center">APPENDIX B</p> <p>BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT OVERRIDE, ADDITIONAL AND SUPPLEMENTAL ELECTIONS:</p> <p>(i) Additional Provisions (Article 9) Overrides.</p> <p>(3) Plan-to-Plan Transfers</p>	<p align="center">11/01/2020</p>

The Employer should retain all amended Adoption Agreement Election(s) and Execution Page(s).

Volume Submitter Practitioner. Fidelity Workplace Services LLC is the Volume Submitter Practitioner. The Practitioner will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services offered by the Practitioner or an affiliate thereof. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Practitioner’s intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at the following address: Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number: 888-502-7526.

APPENDIX B

**BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT
OVERRIDE, ADDITIONAL AND SUPPLEMENTAL ELECTIONS**

BASIC PLAN DOCUMENT AND ADOPTION AGREEMENT OVERRIDES.

The Employer elects or does not elect to override and/or supplement various provisions of the basic plan document and/or Adoption Agreement as follows (*Choose (a) or choose one or more of (b) through (j).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) **Not Applicable.** The Employer does not elect to override or supplement any basic plan document or Adoption Agreement provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) **Definitions (Article 1) Overrides.** (*Choose one or more of (1) through (5) if applicable.*)

(1) **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. **W-2 Compensation Exclusion of Paid/Reimbursed Moving Expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. **Alternative (General) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. **Effective Date.** The inclusion is effective for Plan Years beginning after ___ (*may not be earlier than December 31, 2008*).
- b. **Elective Deferrals Only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. **Not Included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. **Other:** ___ (*Specify other Contribution Types for which Compensation which includes Differential Wage Payments.*)

(3) **Alternate Definition of Disability (1.19).** Disabled means: Definition of Disability provided in the applicable Individual Agreement

(4) **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types does not exclude Reclassified Employees (or the following categories of Reclassified Employees): ___ (*Specify Contribution Types and/or categories of Reclassified Employees.*)

(5) **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make Elective Deferrals do not apply: ___

(c) **Eligibility and Participation (Article 2) Overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: ___

(d) **Plan Contributions and Forfeitures (Article 3) Overrides.** (*Choose one or more of (1) through (6) if applicable.*)

(1) **Roth Overrides.** (*Choose one or more of a. through e.*):

- a. **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. **In-Plan Roth Rollovers Limited to Employees Only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. **Partially Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may be made from Accounts which are partially or fully Vested, subject to the terms of the Investment Arrangement Documentation and the operational capabilities of the Vendor.
- d. **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more of (i) through (vi).*):
- (i) Elective Deferrals.
- (ii) Matching Contributions.
- (iii) Nonelective Contributions.
- (iv) Rollovers.

- (v) Transfers.
- (vi) Other:
(Specify source(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion.)
- e. **Treatment of Loans (3.08(E)(3)(c)).** Loans may be distributed as part of an In-Plan Roth Rollover Contribution, subject to the operational capabilities of the Vendor.
- (2) **Short Plan Year or Allocation Period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator *(Choose a. or b.):*
 - a. **No Pro-Ration.** Will *not* pro-rate Hours of Service in any short allocation period.
 - b. **Pro-Ration Based on Months.** Will pro-rate any Hours of Service requirement based on the number of months in the short allocation period.
- (3) **Limited Waiver of Allocation Conditions for Rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) **HEART Act Continued Benefit Accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) **Matching on Pre-Entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the Elective Deferrals were made before the Participant became eligible for the Matching Contribution portion of the Plan.
- (6) **Classifications Allocation Formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant’s allocation during that Plan Year *(Choose a., b. or c.):*
 - a. **Months in Each Classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. **Days in Each Classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. **One Classification Only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) **Limitations and Testing (Article 4) Overrides.** *(Choose one or both of (1) and (2) if applicable.)*
 - (1) **First Few Weeks Rule for Code §415 Testing Compensation (4.05(D)(1)).** The Plan applies the “first few weeks rule” described in Section 4.05(D)(1).
 - (2) **Code §415 Override (4.02(D), (F)).** Because of the required aggregation of multiple 403(b) plans, to satisfy Code §415, the following overriding provisions apply:
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this Plan before reducing Annual Additions to other plans.)
- (f) **Vesting (Article 5) Overrides.** *(Choose one or more of (1) through (3) if applicable.)*
 - (1) **Alternative Vesting Formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) **Vesting Exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service or Forfeiture Break in Service as follows: *(Specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D).)*
 - (3) **Additional Schedule(s) (5.03(A)(1)).** The following vesting schedule(s), which are different from the vesting schedule(s) in Election 36(b), applies to the Participants and Contribution Type(s) described below *(Complete a., and if necessary, complete b. Repeat the content in b. as many times as needed.):*
 - a. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) *(Complete vesting schedule, (i) and (ii).):*

Years of Service	Vested %
—	—%
—	—%
—	—%
—	—%
— or more	100%

 - (i) The vesting schedule above applies to the following class of Participants:
 - (ii) The vesting schedule above applies to the following Contribution Type(s):
 - b. **Additional Schedule.** Apply the following vesting schedule to the following Participants and Contribution Type(s) *(Complete vesting schedule, (i) and (ii).):*

<u>Years of Service</u>	<u>Vested %</u>
—	—%
—	—%
—	—%
—	—%
— or more	100%

(i) The vesting schedule above applies to the following class of Participants: ___

(ii) The vesting schedule above applies to the following Contribution Type(s): ___

[Note: The vesting schedule(s) in (3)a., (3)b., etc. must be at least as rapid as a 15-year cliff (or a 20-year cliff for a group of Employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(g) **Distributions (Article 6) Overrides.** (Choose one or more of (1) through (6) if applicable.)

(1) **Restriction on In-Service Distributions of Rollovers/Employee (After-Tax) Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):

- a. **Not Permitted.** In-service distributions of Rollover Contributions and Employee (after-tax) Contributions are not permitted.
- b. **Elective Deferrals.** Under the same provisions which apply to Elective Deferrals.
- c. **Matching Contributions.** Under the same provisions which apply to Matching Contributions.
- d. **Nonelective Contributions.** Under the same provisions which apply to Nonelective Contributions.
- e. **Describe:** ___

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee (after-tax) Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) **Elections Related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.)

a. **In-Service Roth Rollover Events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); choose (v) if applicable.):

- (i) **Age.** The Participant has attained age ___.
- (ii) **Participation.** The Participant has at least ___ months of participation. (Must be at least a minimum of 60 months.)
- (iii) **Seasoning.** The amounts being distributed have accumulated in the Plan for at least ___ years. (Must be at least two years.)
- (iv) **Describe:** ___
(Must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions).)

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 ½.]

(v) **Distribution for Withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution, subject to the Vendor's operational capabilities.

b. **Minimum Amount.** The minimum amount that may be rolled over is \$___.

(3) **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) **Annuity Distributions (6.04).** (Choose one or both of a. and b.):

a. **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be ___%. (Specify a percentage between 50% and 100%.)

b. **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be ___%. (Specify a percentage between 50% and 100%.)

(5) **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) **Replacement of \$5,000 Amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$___. (Specify an amount less than \$5,000.)

(h) **Additional Provisions (Article 7) Overrides.** (Choose one or more of (1) through (8) if applicable.)

(1) **Automatic Revocation of Spousal Designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

- (2) **Limitation on Frequency of Beneficiary Designation Changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least ___ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*
- (3) **Definition of “Spouse” (7.05(A)(5)).** The following definition of “spouse” applies: ___ *(Specify a definition.)*

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default Beneficiary designations.]

- (4) **Administration of Default Provision; Default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: ___ *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*
- (5) **Subsequent Restoration of Forfeitures - Sources and Ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order ___ *(Specify, in order, one or more of the following: Forfeitures, Employer Contributions, Earnings.)*
- (6) **State Law (7.09(H)).** The laws of the following state will apply: ___ *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States.)*
- (7) **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows, subject to the Vendor’s operational capabilities *(Choose a., b. or c.):*
- a. Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
 - b. The excess funds will be allocated pro rata based on Account Balance.
 - c. The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) **Limitation to Spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*
- (i) **Additional Provisions (Article 9) Overrides.** *(Choose one or more of (1) through (3) if applicable.)*
- (1) **Contract Exchanges Within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting contract exchanges to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges to any other Investment Arrangements under the Plan.
 - c. The Plan provides for and permits such exchanges under the following circumstances: ___
 - (2) **Contract Exchange to Vendor Which is Not Part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of Investment Arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges in the Plan Administrator’s discretion, which shall be exercised in accordance with Section 9.06(B)(3).
 - c. The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: ___
 - (3) **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for plan-to-plan transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable):*
 - a. The Plan allows plan-to-plan transfers to this Plan.
 - b. The Plan provides for and permits plan-to-plan transfers to other Plans in addition to permitting plan-to-plan transfers to this Plan.
 - c. The Plan provides for and permits plan-to-plan transfers to other Plans but does not permit or provide for plan-to-plan transfers to this Plan.
 - d. The Plan provides for and permits plan-to-plan transfers under the following circumstances: ___

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable):*

 - e. Current Employees only.
 - f. Current and former Employees.
 - g. Only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.