

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

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NON-ERISA 403(b) VOLUME SUBMITTER PLAN**

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

Adoption Agreement. Adoption Agreement means the document execu

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.

Compensation.

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]**

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(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. Reg0533 -Gl.n, this Section (E)JTJ6iw7for pu)ensal 5.3(tio)8.2(ne85.116 90 7

(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.

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

(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 de

(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

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

(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

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 prov

(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

part-time Employee of the Employer, determined under Treas. Reg. §1.403(b)-4(e).

(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

(A) **Definition of Break in Service.** For purposes of this Article 2, an Employee

(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

(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 ACw[ACA.

- (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

(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

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).

(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

- (1) **Discretionary Nonelective Contribution.** The Employer in its Adoption Agreement may elect to make

(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% |

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

(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)

(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)

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.**

- (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.

(D) Annual Notice to Participants.

(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

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.**

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

(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 nonforfeatability 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

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 Docume

(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,

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

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

(G) [Reserved]

(H) One-Year Marriage Rule.

(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 (e.g., R 5h 1 Dre1D3(e.g., 6e

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

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)

(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 Par

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 th

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)

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 rega

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 (collective)

(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 requiremen

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.

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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.

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

(2) **Restatement.**

(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

(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

(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.

ELECTION AND OVERRIDING EFFECT. This Article 10 applies only to the extent described in Paragraphs (A) or

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

(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.

| | | |
|-----|----------------------------------------------------------------------|-----------|
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The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan (“Plan”) under the Fidelity Workplace

- (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 Section 3.04(A)(4) and Elections 19 - 21. [Note: The Employer may not limit Matching Contributions to the 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) No Exclusions. No exclusions as to the designated Contribution Type. | N/A (See Election 7(a)) | | | | |
| (e) Non-Resident Aliens. See Section 1.35(B). | | OR | | | |
| (f) 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). | | OR | | | |
| (g) Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan). | | OR | | | |
| (h) Other Employer Plan. Employees who are eligible to participate in | | | | | |

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

Participants. Include Post-Severance

*expenses, deferred compensation
and welfare benefits).*

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 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|-----------------------|-------------------------------------|
| <ul style="list-style-type: none"> a. 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>): <ul style="list-style-type: none"> (i) Employer: ___ (ii) Employer: ___ b. Type of Predecessor. Credit service with any Predecessor Employer which is (<i>Choose one or more of i. - v.</i>): <ul style="list-style-type: none"> (i) An Educational Organization. (ii) An Educational Organization Providing Post-Secondary Education. (iii) An Eligible Employer. (iv) A Nonprofit Research Institution. | | | | |

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) | (2) | (3) | (4) |
| All Applicable Contributions | Matching | Nonelective | Employee/ Mandatory |

OR

the next following Entry Date.

OR

OR

OR

intervening Break in Service.

(e) **___ Years of Service without an
intervening Break in Service.**

(f) **___ Months.** Service need not be

(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).

**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 Pa

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)

- (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) | Match. Will match Catch-Up Deferrals. | |
| (b) | No Match. Will not match Catch-Up Deferrals. | |
| (c) | | |

- (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

- 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)

30. 5619 1753763AA

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.**

- | | | |
|-----|---------------------------|-----|
| (1) | Immediate Vesting. | N/A |
| (2) | 6-Year Graded. | |

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: ____

- | | | | | |
|-----|----------------------------------------------------------------------------|------------|-----|-----|
| (5) | ___ Year Contributions. <i>(Specify minimum of two years.)</i> | ██████████ | N/A | N/A |
| (6) | ___ Months of Participation. <i>(Specify minimum of 60 months.)</i> | | | |

**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.

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: _____

Signed: _____

Name: _____

Title: _____

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:

| <u>Years of Service</u> | <u>Vested %</u> |
|-------------------------|-----------------|
| — | —% |
| — | —% |
| — | —% |
| — | —% |
| — or more | <u>100</u> % |

(i) The vesting schedule above applies to the following class of Participants: ___

- (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.)*

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.

ADMINISTRATIVE FUNCTION DELEGATION

| | |
|--|-----------------------|
| | |
| | |
| | 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: _____

Signed: _____

Name: _____

Title: _____

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 Adoption Agreement(s) attached hereto.

Adoption Agreement Election

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 to a Practitioner or an affiliate thereof. Upon cessation of such investment in a Plan, the Employer is no longer considered to be an adopter of this Plan and the Practitioner will notify the Employer of this Plan. For inquiries regarding the adoption of the Volume Submitter or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number:

- (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 (1) in P23 0 TDd ()Tj -464.0337 0 Td81(the)Tj (()Tj 54Td (4 Td6

- (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*



10/15/2020 | 7:48:11 AM EDT



David Lechner

Senior Vice President

- (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

| <u>Years of Service</u> | <u>Vested %</u> |
|-------------------------|-----------------|
| — | —% |
| — | —% |
| — | —% |
| — | —% |
| — 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): ___

[Note: The vesting schedule(s) in

