NON-ERISA PRE-APPROVED 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND PUBLIC UNIVERSITIES AND COLLEGES SIMPLIFIED ADOPTION AGREEMENT #07001

The undersigned Employer hereby adopts a section 403(b) plan in the form a Standardized Pre-approved 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.

EMPLOYER INFORMATION

1. Plan Sponsor (Employer) Name: Campbell County Board of Education

Address: 172 Valley Street

City: Jacksboro	State: TN	Zip Code: 37757	Phone: 423-562-8377

2. Contact Person: Charlotte McCoy | Phone: (423) 562-6201 | Email: charlotte.mccoy@ccpstn.net

3. Employer Identification Number: 62-6000507

4. The Administrator shall be (entity that administers the Plan):

☐ (a)	The Employer	☐ (b)	The Employer Jointly with the Vendors
☒ (c)	A designated Administrator (specify): ADMIN Partners, LLC		

PLAN INFORMATION

5. Provider of the 403(b) Pre-approved Plan: ADMIN Partners, LLC

Address: 200 Lake Drive East, Suite 102, Cherry Hill, NJ 08002

Phone: 877-484-4400	E-mail: service@youradminpartners.com

6. Name of Plan: Campbell County Board of Education 403(b) Plan

7. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date*	Amendment/ Restatement Effective Date
☐ (a)	Establish a new 403(b) plan	_____	N/A
☒ (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than the first day of the plan year in which the restatement is adopted)	1/1/2009	12/1/2018
☐ (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)	_____	_____

*The effective date for an initial plan is no earlier than the first day of the plan year in which adopted.

8. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):

☒ (a)	Pre-Tax Elective Deferrals	☒ (b)	Post-Tax Roth Elective Deferrals
☐ (c)	Employer Nonelective Contributions*	☐ (d)	Employer Matching Contributions*
☒ (e)	Plan–to-Plan Transfers	☐ (f)	Deemed IRA Contributions

* Such contribution may be pursuant to the Collective Bargaining Agreement (CBA) and/or the employment contract which is incorporated by reference. Refer to the Administrative Appendix for more information. The relevant pages of the CBA or employment contract must be attached as an addendum to the Plan. An amendment to such addendum must be submitted each time the CBA or contract is renegotiated.

ELIGIBILITY AND PARTICIPATION - ELECTIVE DEFERRALS

9. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):
   - ☐ (a) All Employees of the Employer
   - ☒ (b) All Employees of the Employer except the following category(ies):

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☒ (1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.

☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(c) of the internal revenue code) in such period, and, for each Exclusion Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12- month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in any Exclusion Year beginning immediately after the 12-month period beginning on the date the employee's employment commenced with the employer shall be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

☐ (3) Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer.

☒ (4) Employees who are students performing services described in section 3121(b)(10) of the Code.

10. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:

☐ (a) Regular Pre-tax Elective Deferral Account

☒ (b) Roth Elective Account

Default Provision (a)

DISTRIBUTION PROVISIONS

11. Pursuant to the underlying Individual Agreements, the following benefit payments are permitted (check all that apply):

		Elective Deferrals	Employer Contributions
☒ (a)	Financial Hardship Distributions	☒	☐
☒ (b)	Loans	☒	☐
☒ (c)	Plan-to-Plan transfers to another Employer Plan	☒	☐

EMPLOYER CONTRIBUTIONS

12. Employer Contributions:	☒ (a) shall not be made	☐ (b) shall be made

13. If 12(b) above is checked, Employer Contributions shall be made in accordance with any applicable Collective Bargaining Agreements (CBAs) or employment contracts as shall be determined from time to time by the Employer. Such contribution shall be incorporated by reference. Refer to the Administrative Appendix for more information.

OVERRIDING LANGUAGE FOR MULTIPLE PLANS

14. If the Participant is covered under another section 403(b) plan of the Employer, other than a section 403(b) Pre-approved plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a section 403(b) Pre-approved 403(b) plan.

RELIANCE ON OPINION LETTER AND ACKNOWLEDGEMENTS

15. Reliance and Acknowledgements:

Except to the extent provided in Rev. Proc. 2021-37, an Adopting Employer may rely on a currently valid Opinion Letter Except to the extent provided in Rev. Proc. 2021-37, an Employer may rely on a currently valid Opinion Letter issued by the Internal Revenue Service as evidence that the plan satisfies the § 403(b) Requirements, and including, if applicable, the requirements of sections 401(a)(4) and 410(b) of the Code if:

(a) The Adopting Employer has not amended the Standardized § 403(b) Pre-approved Plan other than to choose options provided in the Adoption Agreement or to make amendments that are described in section 9.03 of Rev. Proc. 2021-37 (relating to employer amendments that will not affect reliance); and

(b) Either the only contributions under the plan are elective deferrals, or if the Employer has elected in items

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12 and 13 to provide for contributions other than elective deferrals, all the employers in the Employer's controlled group are eligible Employers within the meaning of Reg. § 1.403(b)-2(b)(8).

The Adopting Employer may not rely on the Opinion Letter in certain other circumstances, which are specified in the Opinion Letter issued with respect to the plan, or in Rev. Proc. 2021-37.

This Adoption Agreement may be used only in conjunction with basic Plan Document #07.

The Provider will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.

The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.

Failure to properly complete this Adoption Agreement may result in failure of the form of the Plan to meet the § 403(b) Requirements. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.

AUTHORIZED SIGNATURE AND CERTIFICATION

16. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that:

(a) The Employer is an educational organization described in section 170(b)(1)(A)(ii); and
(b) For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.

Name of Employer: Campbell County Board of Education	
Signature of Employer:	Date: _____
Name of Signer: Charlotte McCoy	Title: Director of Schools

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PLAN DEFAULTS FOR Non-ERISA PRE-APPROVED 403(b) PLAN #07001
1. The Plan Year shall be the calendar year.
2. The Limitation Year shall be the calendar year.
3. The Exclusion Year shall be the Plan Year.
4. The Valuation Date shall be the date or dates specified by the Employer and communicated to the Administrator. If not communicated by the Employer, then the Valuation Date means each business day of the Plan Year.
5. Compensation for any Participant shall be the section 415 definition as described in section 2.14 of the Plan. In computing a Participant's Compensation, no exclusions shall be made. The Determination Period for Compensation shall be the Plan Year. For purposes of allocating Employer Contributions, Compensation shall include amounts paid prior to a Participant's Entry Date. The Allocation Period for Contributions shall be determined on a per-pay basis.
6. If item 9(b)(2) is selected in the Adoption Agreement, to determine whether the Employee is eligible under the Plan in subsequent years, the initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with the anniversary of the Employee's employment commencement date. After the initial 12-month eligibility period beginning on the date of hire, if the employee worked 1,000 hours, then they will become eligible on the Entry Date, and will be eligible for each year thereafter regardless of whether they work 1,000 hours or less in any subsequent year.
7. The Entry Date of a Participant with respect to Elective Deferrals and Employer Contributions, if applicable, shall be the first day of the month after satisfying the eligibility requirements.
8. Elective Deferrals are permitted up to the maximum permitted under section 402(g) and 415 of the Code. Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year.
9. (a) The Plan will accept a Direct Rollover and a Participant Contribution of an Eligible Rollover Distribution from: (1) A qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions. (2) An annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions. (3) An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. (b) The Plan will accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income. (c) This Plan shall not permit in-plan-Roth rollovers or a Direct Rollover of a Designated Roth Account from any of the plans listed in 8(a) above. (d) A Participant may roll over to the Plan property or money that was wrongfully levied upon by the Internal Revenue Service and returned to the Participant. (e) The Employer will accept a repayment/recontribution of a coronavirus-related distribution. (f) The Employer will accept a repayment/recontribution of a distribution for a federally declared disaster if legislation or guidance authorizes such a repayment/recontribution.
10. Eligible Automatic Contribution Arrangement (EACA) provisions will not apply to this Plan.
11. Age 50 catch-up contributions are permitted.
12. The 15 years of service catch-up limitation shall be available to participants only for the 2008 tax year. Thereafter, the 15 years of service catch-up contribution limit shall be unavailable to participants under the Plan.
13. Post-Employment Employer contributions shall not apply.
14. Exchanges are permitted as outlined in the Administrative Appendix.
15. Pursuant to the underlying Individual Agreements, distributions are permitted for the following reasons: Age 59 ½, Qualified Birth or Adoption, Coronavirus-related, Federally Declared Disasters, Lifetime Income Investment, Ad Hoc (Nonperiodic distribution made on an as needed basis and pursuant to the distribution options selected in the adoption agreement).
16. Pursuant to the underlying Individual Agreements, transfers to a State Retirement Plan to purchase service credits are permitted.
17. The plan permits coronavirus-related loans of a Participant's vested account balance to the extent permitted under the Investment Arrangement.

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18. The plan permits loans of a Participant’s account balance in the event of a federally declared disaster, to the extent permitted under the Investment Arrangement.
19. Vesting for all contributions under the Plan shall be full and immediate.
20. All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer.
21. Investments shall be determined pursuant to the Plan Vendor Attachment section in the Administrative Appendix.
22. Forms of benefit payments shall be made pursuant to the Individual Agreements as elected by the Participant and/or Beneficiary (e.g. single sum, periodic, etc.).

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RESTATEMENT EFFECTIVE DATES ADDENDUM		
If this plan is not an amendment or restatement of any existing Plan, this Addendum does not apply.		
GENERAL RESTATEMENT EFFECTIVE DATES		
Provision		Effective Date
☐ (a)	The eligibility requirements under Plan Defaults	_____
☐ (b)	The Employer contribution provisions under Plan Defaults	_____
☐ (c)	The Vesting Formula under Plan Defaults	_____
☐ (d)	In-Service Distributions under Plan Defaults	_____
☐ (e)	Definition of Required Beginning Date under Plan Defaults	_____
☒ (f)	Enter Provision and Item Number, if applicable Post-Tax Roth Elective Deferral Item Number 8(b)	8/15/2025
☒ (g)	Enter Provision and Item Number, if applicable Excess Deferrals to be corrected from Roth Elective Account Item Number 10(b)	8/15/2025
☐ (h)	Enter Provision and Item Number, if applicable _____	_____
☐ (i)	Enter Provision and Item Number, if applicable _____	_____
☐ (j)	Enter Provision and Item Number, if applicable _____	_____
Note: The effective date(s) above may not be earlier than July 1, 2020 and not later than the last day of the Plan Year in which the Adoption Agreement is signed.		

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Control #07001 403(b) Simplified K-12 Non-ERISA (05-01-23)

EMPLOYER NAME: Campbell County Board of Education

PART A: RESPONSIBILITIES

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		TPA	Vendor(s)	Employer	Other (specify)	N/A
	I. PLAN FINANCIAL REPORTING					
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	☒	☐	☐		☐
	II. ENROLLMENT OF PARTICIPANTS					
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	☐	☐	☒	Census as necessary	☐
3.	Evaluate eligibility to determine who enters the plan on each entry date	☐	☐	☒		☐
4.	Provide enrollment forms to eligible employees (for deferral elections, investment elections, and beneficiary designations)	☐	☒	☐	Plan Financial Representatives	☐
5.	Provide mandatory notices at enrollment for Universal Availability	☒	☐	☐		☐
6.	Provide other required notices at enrollment, such as “deemed” control group (owning outside business – 415 Notice)	☒	☐	☐	As required	☐
7.	Verify deferral percentage for new participants	☒	☐	☒		☐
8.	Analyze eligibility service and vesting service to be credited to rehired employees	☒	☐	☒		☐
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	☒	☒	☒		☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	☐	☐	☒		☐
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	☒	☒	☒		☐
12.	Verify entry and commencement of deferrals for new participants	☒	☒	☒		☐
13.	Provide completed enrollment forms to Vendor (Agent)	☐	☐	☐	Plan Financial Representative	☐
14.	Maintain copies of deferral and investment elections and all changes made	☒	☒	☒		☐
15.	Collect and maintain copies of beneficiary designations and changes to same	☐	☒	☐		☐
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	☒	☐	☐		☐
	III. CONTRIBUTION DETERMINATION					
17.I	Identify census parameters	☒	☐	☐		☐
18.	Provide census information to determine contribution limits, vesting	☐	☐	☒		☐
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	☐	☐	☒		☐
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	☒	☒	☒		☐
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	☐	☐	☒		☐
22.	Determine amount of each type of employer contribution for each participant	☐	☐	☒	If applicable	☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	☒	☐	☒		☐
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	☒	☒	☒		☐
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	☒	☒	☒		☐
26.	Determine and maintain records of separate accounting for all types of contributions	☒	☒	☒		☐
	IV. VESTING AND FORFEITURES					
27.	Determine and maintain records of vesting service	☒	☒	☒		☐
28.	Determine and maintain records of vested percent	☒	☒	☐		☐
29.	Determine timing of forfeiture from a participant's account	☐	☐	☒	If applicable	☐
30.	Determine use of forfeiture	☐	☐	☒	If applicable	☐
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	☐	☐	☒	If applicable	☐
32.	Determine and maintain Employer Contribution formula specified under a Collective Bargaining Agreement (CBA) and/or employment contract. When applicable, a Non-QCCO must provide the relevant page(s) of the CBA/contract to the responsible party to be attached as an addendum to the Plan. Such addendum must be revised each time the CBA or contract is renegotiated.	☐	☐	☒		☐
	V. OTHER ALLOCATIONS					
33.	Allocate investment gains/losses	☐	☒	☐		☐
34.	Allocate contribution	☐	☒	☐		☐
	VI. ANNUAL COMPLIANCELIMITATIONS					
35.	Prepare annual Universal Availability Notice	☒	☐	☐		☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
36.	Deliver annual Universal Availability Notice	☐	☐	☒		☐
37.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	☒	☒	☒		☐
38.	Determine if additional plans must be aggregated with this Plan for overall limits	☒	☐	☒		☐
	VII. ELECTIVE DEFERRALS					
39.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	☒	☒	☒		☐
40.	Reconcile deferral changes made between payrolls	☒	☒	☒		☐
41.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	☒	☐	☒	TPA prepares; Employer distributes	☐
42.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	☒	☐	☐		☐
43.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	☒	☒	☒		☐
	VIII. DISTRIBUTIONS OF BENEFITS					
44.	Prepare and maintain distribution notices and elections	☒	☒	☐		☐
45.	Provide distribution forms to participants, including 402(f) notice for rollover information	☐	☒	☐		☐
46.	Review distribution forms to see if fully completed and signed by appropriate parties	☒	☒	☐		☐
47.	Evaluate eligibility to receive a distribution	☒	☐	☒		☐
48.	Authorize distributions and other transactions	☒	☐	☐		☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
49.	Confirm vested interest on termination of employment	☒	☒	☒	As applicable	☐
50.	Determine amount to be distributed	☐	☒	☐		☐
51.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	☐	☒	☐		☐
52.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	☐	☒	☐		☐
53.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	☐	☒	☐		☐
54.	Proper Income tax withholding deposit made and IRS reporting on Form 945	☐	☐	☒		☐
55.	Form 1099-R provided to participant and IRS	☐	☒	☐		☐
56.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than $1,000 value). Only available for Group Annuities or Group Custodial Agreements	☐	☐	☐		☒
57.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with $1,000 to $5,000 in value)	☐	☐	☐		☒
58.	If permitted under the Plan, evaluate eligibility for hardship distribution	☒	☐	☐		☐
59.	Evaluate proposed QDRO to determine if it qualifies as such	☒	☒	☐		☐
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	☒	☐	☐		☐
61.	Segregate account and initiate distribution to Alternate Payee	☐	☐	☐		☐
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	☒	☐	☐		☐
	IX. PARTICIPANT LOAN, IF AVAILABLE					
63.	Provide copy of loan procedure/policies to participants	☐	☒	☐		☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	☐	☒	☐		☐
65.	Determine maximum amount that may be borrowed	☒	☒	☐		☐
66.	Provide Loan Request Forms to participants	☐	☒	☐	Plan Financial Represenatives	☐
67.	Confirm proper completion of loan application	☒	☒	☐		☐
68.	Approve loan	☒	☐	☐		☐
69.	Verify that proper loan payment procedures are in place	☐	☒	☐		☐
70.	Determine defaulted and offset loans	☐	☒	☐		☐
71.	Prepare Form 1099-R on defaulted and offset loans	☐	☒	☐		☐
	X. MISCELLANEOUS					
72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	☐	☒	☐		☐
73. P	Provide timely notice of RMD requirement	☐	☒	☐		☐
74.	Determine minimum distribution amount	☐	☒	☐		☐
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	☒	☒	☐		☐
	XI. PLAN QUALIFICATION					
76.	Prepare Plan document	☒	☐	☐		☐
77.	Prepare Amendments, Required and optional	☒	☐	☐		☐
78.	Prepare written procedures/policies, where applicable	☒	☒	☒		☐

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PART B: PLAN VENDOR SCHEDULE

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be $_____ (*the default shall be $0*).
- Exchanges will be permitted between all Approved Vendors in section I and from Deselected Vendors in section II unless otherwise restricted. Please specify any restrictions here: _____.
- Transfers are permitted at any time unless restricted as follows: _____.

I. LIST OF APPROVED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors.

Name of Vendor	Address	Contact Person	Phone and Email	Funding Vehicle	
				Custodial Agreement	Annuity Contract
See Simple Appendix 1				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐

II. LIST OF DESELECTED VENDORS

Exchanges will be permitted from section II Vendors to section I Vendors. However, section II Vendors may not receive Exchanges and Transfers and the assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: Loans and Hardship Distributions are available to participants with an active balance including deselected vendors, subject to the terms and conditions of the Individual Agreement and all applicable Internal Revenue Code requirements regarding Loans and Hardships..

Name of Vendor	Address	Contact Person	Phone and Email	Funding Vehicle	
				Custodial Agreement	Annuity Contract
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐
				☐	☐

Employer Name: **Campbell County Board of Education**

Effective Date of Plan Vendor Schedule: ☒ Immediate; or ☐ on _____, 20_____.

Signature of Employer: _____ Date: _____

Name/Title of Signer: Charlotte McCoy/Director of Schools

Note: Employers may change the investment providers without completing a new Adoption Agreement.

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APPENDIX 1

Organizations Authorized to Accept Both Contributions and Exchanges

Name of Organization	Contact Person	Telephone Number
Ameriprise Financial		
Great American		
Oppenheimer		
Putnam		
Aspire (formally Franklin Templeton)		
Horace Mann		
Pacific Life		
Pioneer Mutual		
Mutual of Omaha		

The following organizations were previously authorized vendors under the Plan, but were grandfathered as of the date indicated. Future participants may not investment with these organizations. Grandfathered status means that existing participants can continue to make contributions to a vendor, but no new participants can be added.

Name of Organization	Date De-Selected	Contact Person	Telephone

The following organizations were previously authorized vendors under the Plan, but were deselected as of the date indicated:

Name of Organization	Date De-Selected	Contact Person	Telephone
Talcott Resolutions(The Hartford)			

Important Note:

As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.

Plan Provisions of the SECURE 2.0 Act
403(b) Plans for Public Schools

The SECURE 2.0 Act was signed into law on December 29, 2022. While we await technical guidance to implement many of the enacted provisions, this operational checklist provides evidence of Plan Sponsor intent and best practices. Once the necessary guidance becomes available, we will send the formal amendments for adoption. Generally, 403(b) plan amendments will be required by12/31/26, and Public Schools will have until 12/31/29 to officially amend.

From the following list, please select the options to be adopted in practice at this time. *Please note the defaults listed will apply, should you, the employer, not make an election.* Refer to the SECURE 2.0 Summary for more details on each provision.

ROTH ELECTIVE DEFERRALS

Roth Elective Deferrals ☑ are ☐ are not available currently in our Plan.

☐ If "are not" was selected above, please add Roth Elective Deferrals to our Plan; or

☐ We currently have Roth Deferrals under the Plan and would like to remove the Roth source.

OPTIONAL PROVISIONS

Add the following provisions* to our Plan (select all that apply; a non-selection will indicate the default):

☐	Emergency Expense Withdrawal (Generally $1,000 per year)
	Default – Not permitted
☐	Emergency Savings Linked Account under Designated Roth ($2,500)
	Default – Not permitted
☐	Domestic Abuse Distributions
	Default – Not permitted
☑	Terminal Illness Distributions
	Default – Not permitted
☐	Treatment of Employer Contributions as a Roth Contributions
	Default – Not permitted
☐	Add Qualified Student Loan Payment option, effective:
	Default – Not permitted
☑	For individuals age 60, 61, 62, and 63, the employer plan catch-up limit ($7,500 for 2023) is increased to the greater of $10,000 or 50% more than the regular catch-up amount. In addition, this amount will be indexed for inflation after 2025. 1, 2023. Effective for taxable years after 12/31/2024.
	Default – Not permitted
☑	Qualified Disaster Distributions – up to $22,000 can be distributed penalty free. Taxed over 3 years and may be repaid over a 3 year period.
	Default – Not permitted
☑	Qualified Disaster Loans – up to 100% not to exceed $100,000 can be borrowed, plus a one year extension for repayment of the loan.
	Default – Not permitted

*Notwithstanding the selections made above, your TPA or recordkeeper will inform you as to when implementation of the provision can be made to the Plan.

AMENDMENTS THAT WILL APPLY AUTOMATICALLY

The following provisions will apply automatically based on the description below. Your TPA or recordkeeper will inform you as to when implementation of these provisions will be made to the Plan.

☑	Under present law, former employees' retirement accounts, with balances between $1,000 and $5,000, can be transferred from a workplace retirement plan into an IRA. The limit is increased from $5,000 to $7,000, effective for distributions made after 12/31/2023. This only applies to group custodial agreements and group annuity contracts.
☑	If the employer had elected distributions for Qualified Birth and Adoption distributions under SECURE 1.0, the recontribution period is limited to 3 years.
☑	Hardship Distributions will be made pursuant to the Vendor's Hardship Policy. This means that there may be different policies ranging from: self-certification; summary of source documents; or actual documentation. Most employers, if given the choice have opted for actual documentation for approval.
☑	Increase in RMD age from age 72 to age 73 beginning January 1, 2023. All amendments relating to RMDs will be automatic, including the IRS final regulations when issued.
☑	For employees with compensation of at least $145,000 (indexed), all catch-up contributions to 403(b) plans are subject to Roth tax treatment. Effective beginning in 2026
☑	Beginning in 2025, 403(b) plans must cover those employees that are "Long-Term/Part-Time (LTPT) Employees" IRS has not issued guidance for 403(b) Plans yet, so further information will follow.

FOR PENNSYLVANIA PUBLIC SCHOOLS ONLY: ACT 93 AND OTHER AMENDMENTS

Based on the Employment contract(s) of certain employees the following additional contributions will be made:

☐	PTO Contributions	☐	Employer Matching
☐	Employer Nonelective	☐	Other (specify):

AUTHORIZED SIGNATURE

Important: Please keep a copy of this form in your files so you will know how to amend your plan in the future based on these choices.

Plan Name	Campbell County Board of Education 403(b)		
Name of Authorized Signer	Charlotte McCoy	Title	Director of Schools
Signature		Date	

Campbell County Board of Education
Board Resolution to Amend and Restate a Pre-Approved 403(b) Plan Document
For the Non-ERISA Pre-Approved 403(B) Plan Document for Public Schools, Community Colleges, and Public Universities and Colleges

WHEREAS, Campbell County Board of Education (the "Employer" or "Board") is a 501(c)(3) organization under the Internal Revenue Code (IRC) and Public Schools, Community Colleges, and Public Universities and Colleges and qualified to amend and restate a Pre-Approved a 403(b) Plan;

WHEREAS, Campbell County Board of Education ("the Board") wishes to amend and restate a pre-approved 403(b) retirement plan for eligible employees based on the Pre-Approved 403(b) Plan Document for Public Education Organizations (the "Plan") in accordance with IRS Revenue Ruling 2023-24 for 403(b) pre-approved plans. A copy of the Non-ERISA Pre-Approved 403(B) Plan Document For Public Schools, Community Colleges, and Public Universities and Colleges Simplified Adoption Agreement #07001, written plan document, Administrative Appendix and Loan Policy, Secure 2.0 Addendum are attached to the Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the Plan effective 10/01/2025;

FURTHER RESOLVED, that the Board does hereby adopt the Plan which will, at all times, conform to the requirements of Section 403(b) of the IRC and applicable regulations;

FURTHER RESOLVED that it is the intention of the Board that the Plan will conform with all federal and state statutory and regulatory requirements applicable to 403(b) plans, except that the Plan set forth above shall not be subject to the requirements of Title I of ERISA because the Board has not made the election under Code section 410(d);

FURTHER RESOLVED The Plan will allow for Qualified Birth or Adoption Distributions from all vested sources (Plan Default Item 15).

FURTHER RESOLVED The Plan will allow for Federally Declared Disaster Distributions from all vested sources (Plan Default Item 15).

FURTHER RESOLVED The Plan will allow for Lifetime Income Investment Distributions from all vested sources (Plan Default Item 15).

FURTHER RESOLVED The Plan will allow for Federally Declared Disaster Loans (Plan Default Item 18).

FURTHER RESOLVED, the Plan will allow for Terminal Illness Distributions under Secure Act 2.0

FURTHER RESOLVED, the Plan will allow for participants age 60-63 to increase their catch-up limit to $10,000 under Secure Act 2.0

FURTHER RESOLVED, that the appropriate officers of the Employer are hereby authorized to execute any and all documents and take any and all actions required to effectuate the intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have adopted the foregoing resolutions as of the date set forth below.

For the Board:

_____	_____
Authorized Signature	Witness
Charlotte McCoy /Director of Schools_____	_____
Print Name and Title	Print Name
Dated: _____	Dated: _____

Non-ERISA Pre-approved 403(b) Plan Document

for Public Schools,
Community Colleges, and
Public Universities and Colleges

Plan Document No. 07

Table of Contents

Article I – Purpose 8
1.01 Purpose 8
Article II- Definitions 8
2.01 Account 8
2.02 Account Balance 8
2.03 Accumulated Benefit 8
2.04 Administrative Appendix (Appendix) 8
2.05 Administrator 8
2.06 Adoption Agreement 8
2.07 After-Tax (Nondeductible) Employee Contribution 8
2.08 Alternate Payee 9
2.09 Annuity Contract 9
2.10 Beneficiary 9
2.11 Break in Service 9
2.12 Code 9
2.13 Collective Bargaining Agreement 10
2.14 Compensation 10
2.15 Custodial Account 11
2.16 Disabled 11
2.17 Elective Deferral 11
2.18 Employee 11
2.19 Employer or Adopting Employer 11
2.20 Employer Contribution 11
2.21 Employer Contribution Account 11
2.22 Employer Matching Contribution 11
2.23 Employer Matching Contribution Account 11
2.24 Employer Nonelective Contribution 11
2.25 Employer Nonelective Contribution Account 12
2.26 Entry Date 12
2.27 Excess Deferral 12
2.28 Funding Vehicles or Investment Arrangements 12
2.29 Governmental Plan 12
2.30 Hardship (Financial Hardship) 12
2.31 Hour of Service 12
2.32 Individual Agreement(s) 13
2.33 Nonresident Alien 13
2.34 Participant 13
2.35 Plan 13
2.36 Plan Year 13
2.37 Public School 13

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2.38 Qualified Employee ... 13
2.39 Qualified Organization ... 13
2.40 Related Employer ... 13
2.41 Roth Elective Deferrals ... 13
2.42 Salary Reduction Agreement ... 13
2.43 Severance from Employment ... 14
2.44 Provider of the 403(b) Pre-approved Plan (Provider) ... 14
2.45 State ... 14
2.46 Valuation Date ... 14
2.47 Vendor ... 14
2.48 Year of Service ... 14
2.49 Definitions Related to Eligible Automatic Contribution Arrangements (EACAs) ... 15
2.50 Definitions Related to Limitation on Annual Additions ... 15
2.51 Definitions Related to Employer Contributions ... 16
Article III - Participation and Contributions ... 16
3.01 Eligibility ... 16
3.02 Special Rules for Elective Deferrals ... 17
3.03 Compensation Reduction Election ... 17
3.04 Eligible Automatic Contribution Arrangement (EACA) ... 18
3.05 Roth 403(b) Elective Deferrals ... 19
3.06 Information Provided by the Employee ... 20
3.07 Change in Elective Deferrals Election ... 20
3.08 Contributions Made Promptly ... 20
Article IV - Limitations on Amounts Deferred and Other Special Contribution Rules ... 21
4.01 Basic Annual Limitation for Elective Deferrals ... 21
4.02 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service ... 21
4.03 Age 50 Catch-up Elective Deferral Contributions ... 21
4.04 Coordination of Catch-up Contributions ... 21
4.05 Special Rule for a Participant Covered by Another Section 403(b) Plan ... 21
4.06 Correction of Excess Elective Deferrals in Multiple Plans ... 21
4.07 Return of Excess 415 Contributions ... 22
4.08 Protection of Persons Who Serve in a Uniformed Service ... 22
4.09 Amounts Paid after Severance Treated as Compensation ... 22
4.10 Salary continuation payments for military service participants ... 23
4.11 Administrative delay ("the first few weeks") rule ... 23
4.12 Paid Time Off (PTO) ... 23
Article V – Limitation on Annual Additions ... 25
5.01 Limitations on Aggregate Annual Additions ... 25
5.02 Definitions ... 26
Article VI – Loans ... 26
6.01 Loans ... 26
6.02 Information Coordination Concerning Loan ... 26
6.03 Maximum Loan Amount ... 26
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6.04 Failure to Make Loan Payment ... 27
6.05 Suspension of Certain Loan Payments ... 27
6.06 Term of Loan ... 27
6.07 Assignment or Pledge ... 27
6.08 Administration of Loans ... 27
6.09 Repayment of Loan ... 27
6.10 Coronavirus-related Loans ... 27
6.11 Federally Declared Disasters ... 27
Article VII - Benefit Distributions ... 27
7.01 Benefit Distributions at Severance from Employment or Other Distribution Event ... 27
7.02 Small Account Balances ... 28
7.03 Minimum Distributions ... 28
7.04 In-Service Distributions from Rollover Account ... 28
7.05 Hardship Withdrawals ... 28
7.06 Rollover Distributions ... 29
7.07 Nonspouse Beneficiary Direct Rollover ... 29
7.08 Qualified Reservist Distribution ... 30
7.09 Distribution for Certain Other Events ... 30
Article VIII – Repayments / Recontributions ... 31
8.01 Repayments/Recontributions of Qualified Birth or Adoption Distributions ... 31
8.02 Repayments/Recontributions of Coronavirus-Related Distributions ... 31
8.03 Repayments/Recontributions of Disaster-Related Distributions ... 31
Article IX - Rollovers to the Plan, Transfers from the Plan, and Exchanges ... 31
9.01 Eligible Rollover Contributions to the Plan ... 31
9.02 Rollovers from Elective Deferral Plans to Designated Roth Accounts ... 32
9.03 IRS Levy ... 33
9.04 Plan-to-Plan Transfers to the Plan ... 33
9.05 Plan-to-Plan Transfers from the Plan ... 33
9.06 Contract and Custodial Account Exchanges ... 34
9.07 Permissive Service Credit Transfers ... 34
9.08 Transfer by Employer ... 35
Article X - Investment of Contributions ... 35
10.01 Manner of Investment ... 35
10.02 Exclusive Benefit ... 35
10.03 Investment of Contributions ... 35
10.04 Current and Former Vendors ... 35
Article XI - Amendment and Plan Termination ... 35
11.01 Termination of Contributions ... 35
11.02 Amendment and Termination by Adopting Employer ... 35
11.03 Distribution upon Termination of the Plan ... 36
11.04 Amendment by Provider of Pre-approved Plan ... 36
11.05 Amendment of Vesting Schedule ... 37
Article XII – Miscellaneous and Administration of the Plan ... 37
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12.01 Non-Assignability ... 37
12.02 Domestic Relation Orders ... 37
12.03 IRS Levy ... 37
12.04 Tax Withholding ... 37
12.05 Payments to Minors and Incompetents ... 37
12.06 Mistaken Contributions ... 37
12.07 Procedure When Distributee Cannot Be Located ... 38
12.08 Plan Administration ... 38
12.09 Responsibilities of Employer ... 38
12.10 Responsibilities of Administrator ... 38
12.11 Resignation and Removal of Administrator ... 39
12.12 Expenses of Administration ... 39
12.13 Incorporation of Individual Agreements ... 39
12.14 Governing Law ... 39
12.15 Headings ... 39
12.16 Gender ... 39
12.17 This Plan is Not an Employment Contract ... 39
12.18 USERRA - Military Service Credit ... 39
Article XIII – Employer Contributions ... 39
13.01 Employer Contributions ... 39
13.02 Correction of Allocations ... 40
13.03 Employer Contributions for Former Employees ... 40
13.04 Service ... 40
13.05 Eligibility Computation Periods ... 41
13.06 Use of Computation Periods ... 41
13.07 Eligibility Break in Service ... 41
13.08 Entry into Plan ... 41
13.09 Participation upon Return to Eligible Class ... 42
13.10 Participation during an Authorized Leave of Absence ... 42
13.11 Eligibility upon Reemployment ... 42
13.12 Vesting and Forfeitures ... 42
13.13 Vesting at Termination ... 43
13.14 Computation of Vested Account Balance ... 43
13.15 Forfeitures ... 43
13.16 Forfeitures - Withdrawal of Employee Contributions ... 43
13.17 Vesting for Pre-Break and Post-Break Account ... 43
13.18 Buy-back ... 44
13.19 Missing Participants ... 44
13.20 Definitions ... 44
Article XIV - Deemed IRAs ... 44
14.01 Applicability and Effective Date ... 44
14.02 Definitions ... 44
14.03 Separate Accounting ... 44
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14.04 Individual's Interest is Nonforfeitable ... 44
14.05 Prohibited Investments ... 44
14.06 Reporting Duties ... 45
14.07 Non-Bank Trustee or Custodian ... 45
14.08 Traditional IRA Maximum Permissible Annual Contributions ... 45
14.09 Roth IRA Maximum Permissible Annual Contributions ... 45
14.10 Deemed IRA Annuity Contract Requirements for Roth and Traditional IRAs ... 47
14.11 Required Minimum Distributions from a Traditional IRA ... 47
14.12 Distributions Due to Death from a Traditional Deemed IRA Custodial Account ... 47
14.13 Distributions Due to Death from a Traditional Deemed IRA Annuity Contract ... 47
14.14 No Required Minimum Distribution from Roth Deemed IRA Account ... 47
14.15 Distributions Due to Death from a Roth Deemed IRA Custodial Account ... 48
14.16 Distributions Due to Death from a Roth Deemed IRA Annuity Contract ... 48
Article XV - Multiple Employer Plans ... 48
15.01 Multiple Employer Plans ... 48
15.02 Plan Participation and Vesting ... 48
15.03 Separate Elections ... 48
15.04 Plan Limitations ... 48
15.05 Forfeitures ... 48

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Article I – Purpose

1.01 **Purpose**. Section 403(b) of the Code of 1986 permits contributions to be made to annuity contracts and custodial accounts under a 403(b) Plan to provide retirement benefits for employees of certain non-profit educational, charitable, humane and religious organizations. The Employer whose name and signature appear on the Adoption Agreement hereby adopts a 403(b) Plan in the form of this Pre-approved 403(b) Plan Document for Public Schools, as modified by the information provided and selections made in the Adoption Agreement, for the exclusive benefit of Employees and their beneficiaries.

Article II- Definitions

The following words and terms, when used in the Plan and the Adoption Agreement, shall have the meaning set forth below.

2.01 **Account**. The account or accumulation maintained for the benefit of any Participant or Beneficiary under one or more Annuity Contracts or Custodial Accounts. For purposes of this Plan a separate account (including a separate bookkeeping account) shall include separate accounting.

2.02 **Account Balance**. The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If permitted in the applicable Annuity Contract or Custodial Account Agreement, in the case where a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article IX for rollover contributions and plan-to-plan transfers or exchanges made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in section 414(p)(8) of the Code).

2.03 **Accumulated Benefit**. The sum of a Participant’s or Beneficiary’s Account Balances under all Funding Vehicles under the Plan.

2.04 **Administrative Appendix (Appendix)**. Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an Administrative Appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Administrative Appendix. The Appendix will also include a list of all the Vendors of Funding Vehicles approved for use under the Plan. This Appendix may be modified from time to time. A modification of the Appendix is not an amendment of the Plan.

2.05 **Administrator**. The person, committee, or other organization named in the Adoption Agreement, appointed by the Employer to administer the Plan. If no such Entity is named, the Administrator shall be the Employer. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of the Individual Agreements, 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). Such duties shall be outlined and provided to the Employer under the Administrative Appendix.

2.06 **Adoption Agreement**. The instrument completed and executed by the Employer, in which the Employer adopts this Pre-approved 403(b) Plan and selects its options under the Plan. Such Agreement may be amended by the Employer from time to time.

2.07 **After-Tax (Nondeductible) Employee Contribution**. Any contribution made to the Plan by the Employee as an After–Tax Employee Contribution and includible in gross income in the year in which

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made and that is maintained under a separate account or separate accounting to which earnings and losses are allocated. If elected by the Employer in the Adoption Agreement, After-Tax Employee Contributions may be designated as Mandatory Employee Contributions.

2.08 Alternate Payee. A spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order (as defined in §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.

2.09 Annuity Contract. A nontransferable group or individual contract as defined in sections 403(b)(1) and 401(g) of the Internal Revenue Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities under any applicable State law and that includes payment in the form of an annuity.

2.10 Beneficiary. The designated person, persons, or entity entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan, and subject to such additional rules as may be set forth in the Individual Agreements. If no designation has been made, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be:

Each Participant may, by written notice filed with the Vendor, unless another party is identified in the Administrative Appendix, and in a form acceptable to the Vendor, designate a Beneficiary or Beneficiaries to receive the Participant's benefit at the Participant's death. Such designation may be changed or revised from time to time by written instrument filed with the Vendor.

If no designation has been made under the Investment Arrangements, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be:

(a) His surviving spouse; but if he has no surviving spouse, then
(b) His surviving children, in equal shares; but if he has no surviving children, then
(c) His estate.

The Plan Administrator may adopt a separate policy in lieu of the above.

2.11 Break in Service

(a) Hour of Service Method - If the Employer has specified in the Adoption Agreement that the Hour of Service method shall be used, then a Break in Service shall mean a Plan Year during which an Employee does not complete more than 500 (or less, if so elected in the Adoption Agreement) Hours of Service with the Employer. However, in determining the Break in Service referenced in this paragraph, the computation period shall be the same as that which is used to determine a Year of Service for eligibility purposes.

Solely for the purpose of determining whether a Break in Service for eligibility and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or, in all other cases, in the following computation period.

(b) Elapsed Time Method - If the Employer has specified in the Adoption Agreement that the elapsed time method shall be used, then a Break in Service shall mean a Period of Severance of at least twelve-consecutive months.

A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the twelve-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service.

(c) For purposes of Section 2.11(a) and (b) above, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in

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connection with the adoption of such child by such individual, or (4) for the purpose of caring for such child for a period beginning immediately following such birth or placement. The total number of hours of service under this section by reason of any such pregnancy or placement shall not exceed 501 hours.

2.12 Code. The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

2.13 Collective Bargaining Agreement. An agreement which the Secretary of Labor finds to be a Collective Bargaining Agreement between employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining and if less than two percent of the Employees of the Employer who are covered pursuant to that agreement are professionals as defined in section 1.410(b)(-9(g) of the proposed regulations. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer.

2.14 Compensation

(a) The definition as selected by the Employer in the Adoption Agreement. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year. Compensation shall not include amounts contributed by the Employer under this Plan or any nontaxable fringe benefits (including nonqualified deferred compensation).

(b) Notwithstanding the above, if elected by the Employer in the Adoption Agreement, Compensation shall not include any amount which is contributed by the Participant and which is not includible in the gross income of the Participant under section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or governmental 457(b) of the Internal Revenue Code.

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

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

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

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

(d) Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible participants in Governmental Plans, the annual Compensation for any Participant shall be limited to $305,000 for each Plan Year, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code for periods after January 1, 2022. The previous sentence will not apply to Employers adopting this Plan who are a Church or a QCCO.

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(e) If the Plan determines Compensation on a period of time that contains fewer than 12 calendar months, then the annual compensation limit is an amount equal to the annual compensation limit for the calendar year in which the compensation period begins multiplied by the ratio obtained by dividing the number of full months in the period by 12.

(f) If so elected in the Adoption Agreement, Compensation shall include housing allowance for a minister for purposes of computing Employer Contributions only. Such Employer Contributions must still satisfy the 415 limit based on the narrow definition of excluding them.

(g) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer Contributions shall not include Compensation prior to the date the Employee's participation in this Plan commenced. For purposes of determining the Compensation of a Self-Employed, Compensation shall be deemed to have been earned at a uniform rate throughout the year and shall include a pro rata amount based on the number of complete months of participation in this Plan.

(h) If so elected in the Adoption Agreement, Compensation for purposes of allocating Employer Contributions shall not include overtime, commissions, bonuses or any other exclusion outlined in the Adoption Agreement. However, Compensation may only exclude such amounts for a Plan Year if the "compensation percentage" for the Employer's Highly Compensated Employees is not greater than the "compensation percentage" for the Employer's Non-highly Compensated Employees. The Compensation percentage for a group of Employees is calculated by averaging the separately calculated Compensation ratios for each Employee in the group. An Employee's compensation ratio is calculated by dividing the amount of the Employee's Compensation taking into consideration any exclusion from Compensation under the Adoption Agreement, by the amount of the Employee's Compensation unreduced by any exclusions elected under the Adoption Agreement.

2.15 Custodial Account. The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Internal Revenue Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

2.16 Disabled. The definition of disability provided in the applicable Individual Agreement. If not defined in the Individual Agreement, “Disabled” shall mean, pursuant to section 72(m)(7) of the Code, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.

For purposes of Annuity Contracts distributing amounts not attributable to elective deferrals, “Disabled” shall have the same meaning as above unless an alternative definition is provided in the Vendor’s Annuity Contract.

2.17 Elective Deferral. The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. If elected by the Employer in the Adoption Agreement, Elective Deferrals may include pre-tax salary reduction contributions and Designated Roth Elective Deferrals.

2.18 Employee. Each individual, whether appointed or elected, who is a common law Employee of the Employer performing services for a Public School of the State, as an Employee of the Employer. This definition is not applicable unless the Employee's Compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

2.19 Employer or Adopting Employer. The entity whose name appears on the Adoption Agreement executed by it, any successor which elects to continue the Plan, and any predecessor which has maintained this Plan. Such Employer must be an organization which is a State or political subdivision of a State or an agency or instrumentality of either, that has employees who perform services for an educational institution (as defined in section 170(b)(1)(A)(ii) of the Code. For purposes of eligibility to participate in and make contributions to the Plan, “Employer” also includes any Related Employer that is an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations and is so designated in the Adoption Agreement.

2.20 Employer Contribution. Amounts contributed by the Employer, other than Elective Deferrals, for the Participant pursuant to Article XIII of the Plan.

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2.21 Employer Contribution Account. The account established and maintained for each Participant consisting of the Participant's Employer Contribution Account and certain transfers, where no accounting has been maintained with respect to principal and interest on Elective Deferrals or other unknown amounts that are part of the Employee's 403(b) account.

2.22 Employer Matching Contribution. A contribution made by the Employer on behalf of a Participant pursuant to Section 13.01 and the Employers election on the Adoption Agreement, on account of a Participant's Elective Deferral.

2.23 Employer Matching Contribution Account. The account established and maintained for each Participant with respect to the Employer Matching Contributions made on behalf of such Participant.

2.24 Employer Nonelective Contribution. A contribution made by the Employer on behalf of a Participant pursuant to Section 13.01 and the Employers election on the Adoption Agreement.

2.25 Employer Nonelective Contribution Account. The account established and maintained for each Participant with respect to the Employer Non-elective Contributions made on behalf of such Participant

2.26 Entry Date. The date designated by the Employer in the Adoption Agreement.

2.27 Excess Deferral. For any taxable year, that portion of an Employee's Elective Deferrals that exceeds the limits of section 402(g) of the Code.

2.28 Funding Vehicles or Investment Arrangements. The Annuity Contracts or Custodial Accounts that satisfy the requirements of section 1.403(b)-3 of the Treasury Regulations and that are issued or established for funding amounts held under the Plan. A list of Vendors of Funding Vehicles approved for use under the Plan shall be maintained in an appendix to the Plan. The terms governing each Individual Agreements for the Funding Vehicles under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code, are hereby incorporated by reference in the Plan.

2.29 Governmental Plan. A governmental plan within the meaning of section 414(d) of the Code.

2.30 Hardship (Financial Hardship). Hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. Unless the Employer maintains a separate Hardship Policy, the following are the only financial needs considered immediate and heavy:

(a) Expenses for (or necessary to obtain) medical care that would be deductible under section 213(d), of the Internal Revenue Code (determined without regard to the limitations in section 213(a) of the Code relating to the applicable percentage of adjusted gross income and recipients of the medical care) provided that, if the recipient of the medical care is not listed in section 213(a), the recipient is a primary beneficiary;

(b) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(c) Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents or for a primary beneficiary;

(d) Payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(e) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, child or dependent or for a deceased primary beneficiary;

(f) Expenses to repair damage to the Participant's principal residence that would qualify for the casualty loss deduction under section 165 of the Code (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income);

(g) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA), if the Participant's principal residence or principal place of employment at the time of the disaster was in an area designated by FEMA for individual assistance with respect to the disaster; or

(h) Other definitions of immediate and heavy financial needs promulgated by the Commissioner

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of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

A "primary beneficiary" is an individual named as a beneficiary under the plan who has an unconditional right to all or a portion of the Participant's account balance under the plan upon the Participant's death.

The Plan must demonstrate that it satisfies section 1.401(k)-1(d)(3)(iv)(E) of the Treasury Regulations.

2.31 Hour of Service

(a) Each hour for which an Employee is directly or indirectly compensated, or entitled to compensation, by the Employer for the performance of duties during the applicable computation period; each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, incapacity (including disability), lay-off, military duty, or Authorized Leave of Absence) during the applicable computation period; and, each hour for which back pay is awarded or agreed to by the Employer.

(b) Notwithstanding the above, (1) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period), (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or for medically-related expenses incurred by the Employee.

(c) For purposes of this section, a payment shall be deemed to be made by, or due from, the Employer regardless of whether such payment is made by, or due from, the Employer directly or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums, and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(d) An Hour of Service must be counted for the purpose of determining a year of participation for purposes of accrued benefits and the employment (or re-employment) commencement date. The provisions of Department of Labor Regulations 2530.200b 2 are incorporated herein by reference.

2.32 Individual Agreement(s). The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

2.33 Nonresident Alien. A nonresident alien who receives no earned income from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

2.34 Participant. An individual for whom Elective Deferrals or Employer Contributions are currently being made, or for whom Elective Deferrals or Employer Contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.

2.35 Plan. This 403(b) Plan, including all amendments thereto, all attachments that are designated to be a part of this Plan and the Adoption Agreement signed by the Employer.

2.36 Plan Year. The calendar year, unless a different 12-month period or a short Plan Year is specified by the Employer in the Adoption Agreement.

2.37 Public School. An educational organization described in section 170(b)(1)(A)(ii) of the Internal Revenue Code (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried on). Such definition shall also include State Departments of Education pursuant to Revenue Ruling 73-607.

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2.38 Qualified Employee. For purposes of the special section 403(b) Catch-up limitation (defined under section 4.02, an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

2.39 Qualified Organization. An organization that is an educational organization described in section 170(b)(1)(A)(ii), a hospital, or a health and welfare service agency (including a home health service agency).

2.40 Related Employer. All employers that are aggregated with the Employer in a manner consistent with IRS Notice 89-23.

2.41 Roth Elective Deferrals. A Roth Elective Deferral is an Elective Deferral that is: (1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (2) treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

2.42 Salary Reduction Agreement. A legally binding agreement between the Employer and Employee whereby the Employee authorizes a reduction in the Employee's future salary or foregoes an increase in salary with respect to amounts earned after the Plan's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Plan. The Salary Reduction Agreement may be terminated at any time by either the Employer or the Employee with respect to amounts not yet earned by the Employee. An Employee elects to participate by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Salary Reduction Agreement shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200 and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. The election shall take effect as soon as administratively practicable following the date applicable under the Employee's election.

For purposes of the Salary Reduction Agreement, unless excluded in the Adoption Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under sections 125, 132(f), 401(k), 403(b), or 457(b) of the Internal Revenue Code (including a Salary Reduction Agreement under the Plan).

A Participant may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her Designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.43 Severance from Employment. For purpose of the Plan, Severance from Employment means that the 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. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a Public School or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

2.44 Provider of the 403(b) Pre-approved Plan (Provider). The entity identified in the Adoption Agreement and who has received an Advisory Letter from the IRS with respect to the Plan.

2.45 State. A State, a political subdivision of a State, or any agency or instrumentality of a State. "State" includes the District of Columbia (pursuant to section 7701(a)(10) of the Code). An Indian tribal government is treated as a State pursuant to section 7871(a)(6)(B) of the Code for purposes of section 403(b)(1)(A)(ii) of the Code.

2.46 Valuation Date. The date or dates specified by the Employer and communicated to the Administrator.

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2.47 Vendor. The provider of an Annuity Contract or Custodial Account. The Vendors selected by the Employer to receive ongoing payroll contributions shall be specified in the Administrative Appendix. Such Plan Vendor Attachment shall specify the Vendors who have entered into Information Sharing Agreements. Such Attachment shall be construed to be a part of the 403(b) Plan and may be amended at any time by the Employer by re-executing such Plan Vendor Attachment.

2.48 Year of Service

(a) For purposes of determining Includible Compensation or Special Catch-Up Contributions, "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

(1) The first anniversary of the Employee's employment commencement date; or

(2) The first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service (or any lesser number specified by the Employer in the Adoption Agreement) during the initial eligibility computation period. An employee who is credited with 1,000 Hours of Service (or such lesser number specified by the Employer in the Adoption Agreement) in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

(b) For purposes of determining Eligibility and Vesting for Employer Contributions, Year of Service shall be determined by one of the following methods:

(1) Hours of Service Method: If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, a Year of Service is a 12-consecutive month computation period during which the Employee completes at least the number of Hours of Service (not to exceed 1,000) specified in the Adoption Agreement.

(2) Elapsed Time Method:

(A) If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the Elapsed Time Method, for purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in a Participant's account balance derived from Employer Contributions, a Year of Service is a period of service of 365 days

(B) For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer Contributions, (except for periods of service which may be disregarded on account of the "rule of parity") an Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee will also receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

(3) Except where specifically excluded under in the Adoption Agreement, all of an Employee's Years of Service shall be taken into account for eligibility and vesting purposes, including Years of Service for an employee to be aggregated with the Employer pursuant to section 414(b), (c), or (m) of the Code.

2.49 Definitions Related to Eligible Automatic Contribution Arrangements (EACAs)

(a) EACA: An "EACA" is an automatic contribution arrangement that satisfies the uniformity requirement in Section 3.04(c) of the Plan and the notice requirement in Section 3.04(d) of the Plan.

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(b) Automatic Contribution Arrangement: An "automatic contribution arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Compensation will be contributed to the Plan as an Elective Deferral in lieu of being included in the Covered Employee's pay.

(c) Covered Employee: A "Covered Employee" is a Participant identified in the Adoption Agreement as being covered under the EACA.

(d) Default Elective Deferrals: "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.

(e) Default Percentage: The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

2.50 Definitions Related to Limitation on Annual Additions

(a) Annual Additions: The following amounts credited to a Participant under the Plan or any other plan aggregated with the Plan under Sections 5.01(b) and 5.01(c):

(1) Employer contributions, including Elective Deferrals (other than age 50 Catch up contributions described in section 414(v) of the Code and contributions that have been distributed to the Participant as Excess Elective Deferrals);

(2) After-tax Employee contributions;

(3) Forfeitures allocated to the Participant's Account;

(4) Amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Code, which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in section 419(e) of the Code; and

(5) Allocations under a simplified employee pension.

Amounts described in 2.50(a)(1), (2), (3) and (5) are annual additions for purposes of both the dollar limitation under Section 2.50(d)(1) and the percentage of compensation limitation under section 2.50(d)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under section 2.50(d)(1).

(b) Includible Compensation:

An Employee's actual wages that are included in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Code, relating to United States citizens or residents living abroad). 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 gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. Includible Compensation is increased by differential wage payments under section 3401(h) of the Code for the most recent period that is a Year of Service, and effective for plan years beginning after 12/31/2015 difficulty of care payments under section 131(c)(1)(A) of the Code that are otherwise excludible from income. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions for any year shall not exceed $305,000, which is the annual compensation limit established under section 401(a)(17) of the Code and adjusted for cost-of living increases to the extent provided under section 401(a)(17)(B) of the Code for periods after 2022.For purposes of applying the limitations on Annual Additions to nonelective Employer contributions pursuant to section 415 of the Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 72(m)(7) of the Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

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(c) Limitation Year: The Limitation Year means the Plan Year selected in the Adoption Agreement. However, if the Participant is in control of an Employer pursuant to Section 5.01(c) of the Plan, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

(d) Maximum Annual Addition: The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(1) $61,000, as adjusted for increases in the cost-of –living for years after 2022, or

(2) 100 percent of the Participant's Includible Compensation for the Limitation Year.

(e) Contributions for Medical Benefits After Separation of Service: The Includible Compensation limit referred to in referred to in (d)(2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.

(f) Section 403(b) Pre-approved Plan: A section 403(b) Pre-approved Plan means a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(g) Employer: Solely for purposes of this article, "Employer" means the employer that has adopted the Plan and its Related Employers.

(h) Excess Annual Addition: "Excess Annual Addition" means the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Sections 5.01(b) and (c) over the Maximum Annual Addition for the Limitation Year under Section 2.50(d)

2.51 Definitions Related to Employer Contributions

(a) Vested Percentage: The nonforfeitable percentage of each Participant's Employer Contribution Account determined in accordance with the vesting formula specified in the Adoption Agreement.

(b) For Vesting Purposes: For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.

(c) If 100% vesting after 2 years of service is selected in the Adoption Agreement and if an Employee has a 1-year Break in Service before satisfying the Plan's requirement for eligibility, service before such break will not be taken into account.

Article III - Participation and Contributions

3.01 Eligibility. Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer, or if later, the Entry Date specified in the Adoption Agreement. If elected by the Employer in the Adoption Agreement the following Employees may also be excluded: (a) nonresident aliens who receive no earned income from the Employer which constitutes income from sources within the U.S.; (b) Employees who are participants in an eligible deferred compensation plan within the meaning of section 457 of the Code or a qualified cash or deferred arrangement of the Employer or another custodial account or annuity described in section 403(b) of the Code; (c) students performing services in the employee of a school, college, or university as descried in section 3121(b)(10); and (d) an Employee who normally works fewer than 20 hours per week.

For exclusions outlined above under Section 3.01(c) and (d) above, if any Employee in one of these two categories is permitted to participate, then all employees in that category must be permitted to participate in the Plan.

An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Exclusion Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12 month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in any Exclusion Year beginning immediately after the 12-month period beginning on the date the Employee's employment commenced with the Employer shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

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Leased employees or independent contractors that are reclassified as an Employee by a government agency or a court, shall not become a Participant retroactively in the Plan by reason of such reclassification.

3.02 Special Rules for Elective Deferrals

(a) Any Employee eligible to make Elective Deferrals under this Plan may do so by entering into a Salary Reduction Agreement in a form prescribed by or acceptable to the Plan Administrator at any time, specifying the amount and type (either Roth, Pre-Tax or a specified combination) of Elective Deferrals to be withheld from each wage payment. Such election will be effective for the first pay period beginning after 5 business days from receipt of the election, unless a later period is specified in the Adoption Agreement, or by the Employee on such Salary Reduction Agreement. An Employee's election will remain in effect until superseded by another election. Except in the case of an In-Plan Roth Rollover (a rollover to a Participant's Roth Elective Deferral Account from another account of the Participant in this Plan), Elective Deferrals contributed to the Plan as one type, either Roth or Pre-Tax, may not later be reclassified as the other type. The Employer shall contribute to the Plan on behalf of each Participant the amount deferred pursuant to such deferral agreement. The Plan Administrator may make reasonable rules applicable uniformly to all Employees as to when deferral agreements may be entered, when they will become effective, and how and when deferral agreements may be revoked or amended.

(b) Each Participant shall have an effective opportunity to make or change and election to make Elective Deferrals (including Designated Roth Contributions) at least once each Plan Year. A section 403(b) plan satisfies the effective opportunity requirement of 1.403(b)-5(b)(2) only if, at least once during each plan year, the plan provides an employee with an effective opportunity to make (or change) a cash or deferred election (as defined at § 1.401(k)-1(a)(3)) between cash or a contribution to the plan. Further, an effective opportunity includes the right to have section 403(b) elective deferrals made on his or her behalf up to the lesser of the applicable limits in § 1.403(b)-4(c) (including any permissible catch-up elective deferrals under § 1.403(b)-4(c)(2) and (3)) or the applicable limits under the contract with the largest limitation, and applies to part-time employees as well as full-time employees.

(c) A Participant's Roth Elective Deferrals will be deposited in the Participant's Roth Elective Deferral account in the Plan. No contributions other than Roth Elective Deferrals, In-Plan Roth Rollovers and properly attributable earnings will be credited to each Participant's Roth Elective Deferral Account, and gains, losses and other credits or charges will be allocated on a reasonable and consistent basis to such account. Separate accounting of the Roth Elective Deferrals and the gains and losses thereon shall satisfy the separate account rule.

(d) No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer, during any taxable year, in excess of the dollar limitation contained in section 402(g) of the Code in effect for the Participant's taxable year beginning in such calendar year. In the case of a Participant aged 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Elective Deferrals that can be Catch-up Contributions. The dollar limitation contained in Code §402(g) was $20,500 for 2022. After 2022, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under §402(g)(4). Any such adjustments will be in multiples of $500.

3.03 Compensation Reduction Election

(a) General Rule: An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator or its designated agent. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200 and may change such minimum to a different amount (but not in excess of $200 or such lower amount so specified in the Adoption Agreement), from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. An Employee shall become a Participant as soon as administratively practicable

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following the date applicable in the Employee's election, or if later, the Entry Date specified in the Adoption Agreement.

(b) Compensation for Compensation Reduction Election: For purposes of the Compensation Reduction Election, unless elected otherwise in the Adoption Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including a Compensation Reduction Election under the Plan).

(c) Leave of Absence: Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

(d) Timing of Elective Deferrals: Elective Deferrals must be transferred to the Plan within a period that is not longer than what is reasonable for the proper administration of the Plan. Since this Plan is not subject to ERISA, notwithstanding any policy adopted to the contrary, the applicable State laws requirements shall be used.

3.04 Eligible Automatic Contribution Arrangement (EACA)

(a) Rules of Application

(1) Employer Election of EACA Option: If an EACA is permitted under the terms of an Individual Agreement and the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 3.04 shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this section, the provisions of this section shall govern.

(2) Default Elective Deferrals: Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Percentage specified in the Adoption Agreement multiplied by the Covered Employee's Compensation for that pay period. If the Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year or, if elected by the Employer in the Adoption Agreement, the first pay period in such Plan Year that begins on or after the date specified in the Adoption Agreement.

(3) Right to Make Affirmative Election: A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 3.04(d) of this article to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions: Refer to Article II, Section 2.49 for definitions related to Eligible Automatic Contribution Arrangements (EACAs).

(c) Uniformity Requirement

(1) Non-increasing Default Percentage. Except as provided in Section 3.04(c)(2) below or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.

(2) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under §§ 402(g), and 415 of the Code.

(d) Notice Requirement

(1) Timing of Notice. At least 30 days, but not more than 90 days, before the beginning of the

Plan Year, the Employer will provide each Covered Employee a notice of the Covered Employee's rights and obligations under the EACA as described in Section 3.04(d)(2), written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than 90 days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(2) Content of Notice: The notice must accurately describe:

(A) The amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
(B) The Covered Employee's right to elect to have no Elective Deferrals made on his or her behalf or to have a different amount of Elective Deferrals made;
(C) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
(D) The Covered Employee's right under Section 3.04(e)(1) to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(e) Withdrawal of Default Elective Deferrals

(1) 90-Day Withdrawal Period: No later than 90 days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for a withdrawal under this Section 3.04(e).

(2) Amount of Withdrawal: The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after 30 days after the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(3) Effect of Withdrawal on Elective Deferrals: Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in Section 3.04(e)(2) above.

(4) Treatment of Withdrawn Amounts: Default Elective Deferrals distributed pursuant to this Section 3.04 are not counted towards the dollar limitation on Elective Deferrals contained in Code § 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section 3.04 and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 3.04 will be forfeited.

(f) Special Rule for Distribution of Excess Aggregate Contributions: If the Employer has elected in the Adoption Agreement that all Participants are Covered Employees, then the Plan has until 6 months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions and avoid the Code section 4979 10% excise tax.

3.05 Roth 403(b) Elective Deferrals

(a) General Application

(1) If the Employer has elected in the Adoption Agreement, this Section 3.05 will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.
(2) As of the effective date under Section 3.05(a)(1), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate designated Roth account (Roth Elective Deferral Account) maintained for such deferrals as described in Section 3.05(b).
(3) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

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(b) Separate Accounting

(1) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral account maintained for each Participant.
(2) The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.
(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.
(4) No contributions other than Roth Elective Deferrals, in-plan Roth rollovers as provided in Article IX of the Plan, and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

(c) Direct Rollovers

(1) Notwithstanding any provision in this Plan, a direct rollover of a distribution from a Roth Elective Deferral account under the Plan will only be made to another designated Roth account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).
(2) Notwithstanding any provision in this Plan, unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) and only to the extent the rollover is permitted under the rules of section 402(c).
(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amounts of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

3.06 Information Provided by the Employee. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

3.07 Change in Elective Deferrals Election. Subject to the provisions of the applicable Individual Agreements, or circumstances associated with an amendment to a safe harbor arrangement, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor, or if applicable, the Administrator.

3.08 Contributions Made Promptly. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle as soon as administratively feasible. An Employer may adopt a policy and procedure that will satisfy State Law requirements or adopt the IRS safe harbor rule of depositing the amounts within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, as long as the IRS safe harbor is not a longer period than the applicable State law.

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Article IV - Limitations on Amounts Deferred and Other Special Contribution Rules

4.01 Basic Annual Limitation for Elective Deferrals. Except as provided in Sections 4.02 and 4.03, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $20,500 for 2022, and is adjusted for cost-of-living after 2022 to the extent provided under section 415(d) of the Code.

4.02 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service. If elected by the Employer in the Adoption Agreement and if the Employer is a Qualified Organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 4.01 for any "Qualified Employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:
  (1) $15,000, over
  (2) The total special 403(b) catch-up elective deferrals made for the Qualified Employee by the Qualified Organization for prior years; or

(c) The excess of:
  (1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over
  (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

4.03 Age 50 Catch-up Elective Deferral Contributions. If elected by the Employer in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the taxable year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum amount of the age 50 catch-up Elective Deferrals under the Plan for any calendar year shall not exceed $6,500, which is the applicable dollar amount established under section 414(v)(2)(B)(i) of the Internal Revenue Code and adjusted for cost-of-living increases to the extent provided under section 414(v)(2)(C) of the Internal Revenue Code for periods after 2022.

4.04 Coordination of Catch-up Contributions. Amounts in excess of the limitation set forth in Section 4.01 shall be allocated first to the special 403(b) catch-up under Section 4.02 and next as an age 50 catch-up contribution under Section 4.03. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.05 Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of this Article IV, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article IV. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of Section 4.02 only if the other plan is a section 403(b) plan.

4.06 Correction of Excess Elective Deferrals in Multiple Plans

(a) If any portion of an Employee's Elective Deferral exceeds the limitation on Elective Deferrals under this Article IV, such portion shall be included in the Employee's gross income and be considered an Excess Deferral. Notwithstanding any other provision of this Plan, Excess Deferrals assigned to this Plan, plus any income and minus any losses allocable thereto, shall be distributed no later than April 15 to Participants who claim Excess Deferrals for the preceding taxable year and assign them to the Plan for such preceding year.

(b) A Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 (unless a later date, but not after April 15th is outlined in the Individual Agreement) of the amount of the Excess Deferrals to be assigned to the Plan. The Participant's notice shall be in writing, shall specify the Participant's

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Excess Deferrals for the preceding taxable year, and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferrals when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k), 408(p) or 403(b) of the Code, exceed the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. For years beginning after 2005, distribution of Excess Deferrals for a year shall be made first from the Participant's pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for such year, unless the Employer elects otherwise in the Adoption Agreement.

(c) Excess Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Deferrals is the income or loss allocable to the Participant's Employee Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Deferrals for the year and the denominator is the Participant's account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year; and income or loss allocable to the Participant's Elective Deferral account from the beginning of the next Plan Year through the date of correction. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.07 Return of Excess 415 Contributions

(a) If, as a result of a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of Elective Deferrals under section 402(g)(3) of the Code, or any other circumstances that the Internal Revenue Service shall determine meets the requirements of section 415 of the Code and the regulations thereunder, an excess annual addition occurs in any Participant's account, a distribution is permitted of such excess. Such corrections of 415 excesses shall also include any subsequent guidance provided by the Treasury and any correction procedure included under the Employee Plans Compliance Resolution System (EPCRS).

(b) Excess annual addition amounts which are distributed shall not be deemed annual additions for the limitation year during which such contributions were made and are disregarded for purposes of section 402(g) of the Code.

(c) Distributions made under this Section 4.07 include distributions of Elective Deferrals or employee After-Tax contributions. Such distributions will also include the income attributable to the excess annual addition.

4.08 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.09 Amounts Paid after Severance Treated as Compensation

(a) Effective Date**:** The provisions of this Section 4.09 shall apply to limitation years beginning on or after July 1, 2007.

(b) Compensation paid after severance from employment**:** If elected by the Employer in the Adoption Agreement, Compensation shall be adjusted, as set forth herein and as otherwise elected in this Section 4.09, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1) and (2) below may only be included in Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the

limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation within the meaning of section 415(c)(3), even if payment is made within the time period specified above.

(1) Regular pay**:** Compensation shall include regular pay after severance of employment if (1) the payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) Leave cashouts and deferred compensation**:** Leave cashouts shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, 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.

4.10 Salary continuation payments for military service participants. Compensation does not include, unless otherwise elected in the Adoption Agreement, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

4.11 Administrative delay ("the first few weeks") rule. Compensation for a limitation year shall not include, unless otherwise elected in the Adoption Agreement, amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. However, if elected, Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one limitation year.

4.12 Paid Time Off (PTO). If the Employer has specified in the Adoption Agreement that the Plan shall permit Paid Time-Off Contributions, the following provisions shall apply:

(a) **Accrued Unpaid Sick Leave.** If elected by the Employer in the Adoption Agreement, the Employer shall contribute accrued unpaid sick leave under the Employer’s sick leave policy to the Plan in accordance with this article and the Employer’s PTO Plan which qualifies as a bona fide sick and vacation leave plan for purposes of section 409A. It shall be the Employer’s responsibility to determine whether the PTO plan qualifies as a bona fide sick and vacation plan for purposes of section 409A, the regulations thereunder and other guidance provided by the IRS.

(1) **Eligibility.** If the Adoption Agreement provides that the Employer will make sick leave Contributions, then accrued unpaid sick leave under a sick leave policy maintained by the Employer that does not provide for Employer discretion shall be contributed to the Plan in accordance with this article.

(2) **Annual Sick leave Contribution Amount.** At the election of the Employer in the Adoption Agreement, the sick leave contributions may be made as either (A) Employer sick leave contributions, or (Bi) as Employee designated sick leave contributions.

(3) **Employer Sick Leave Contributions.** The Employer shall contribute to the Plan for each eligible Participant the equivalent of a designated amount of accrued unpaid sick leave (A) each year (either a calendar year or fiscal year based on the terms of the sick leave policy), and/or (B) upon termination of employment of the Participant, as the Employer so elects in the Adoption Agreement. The Employer’s contribution for any Plan year shall be due and paid not later than the time prescribed by applicable law.

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(4) **Employee Designated Sick Leave Contributions.** The Employer shall contribute to the Plan each Plan Year for each eligible Participant all or any portion of a Participant's accrued unpaid sick leave, as elected by the Participant. The Employer may limit the amount of accrued unpaid sick leave to be elected to be contributed to the Plan.

(A) **Annual Designation.** Eligible Participants shall make annual designations indicating the percent of the accrued unpaid sick leave to contribute to the Plan, in accordance with the procedures set forth by the Plan Administrator. If less than 100% of the accrued unpaid sick leave is contributed to the Plan, then the remainder of the accrued unpaid sick leave shall be handled pursuant to the PTO plan (for example, forfeited at year-end, remain in the Participant's sick leave bank until termination of employment, or another method determined by the PTO plan).

(B) **Termination of employment.** If the Employer so elects in the Adoption Agreement, upon termination of employment of an eligible Participant, 100% of the accrued unpaid sick leave is contributed to the Plan. Otherwise, the Participant can designate, in accordance with procedures set forth by the Plan Administrator, which portion of the accrued unpaid sick leave shall be contributed to the Plan. A Participant cannot elect to receive cash in lieu of any sick leave contribution.

(5) **Equivalencies.** The sick leave contribution shall be determined by multiplying the Participant's current daily rate of pay from the Employer times the amount of accrued unpaid leave being converted.

(6) **Excess 415 Contributions.** Sick leave contributions are limited to the extent of applicable law and any Code limitation. No sick leave contribution shall be made to the extent that it would exceed the applicable Code section 415 limitation, as set forth in this Plan. To the extent that the sick leave contribution is not made because of these limitations, the excess is either (A) forfeited; (B) remains in the Participant's sick leave bank, or (3) automatically paid in cash to the Participant as determined by the PTO plan.

(7) **One-Time Election.** If the Employer elects in the Adoption Agreement, the Employer shall make a one-time contribution in the year this Plan is adopted equal to the designated portion of all prior accrued sick leave accrued in each eligible Participant's sick leave bank, not to exceed the limits imposed under applicable law and the Code (including but not limited to, section 415 of the Code). The designated portion is selected by the Employer in the Adoption Agreement and is limited to the stated percentage of the previously accrued sick leave.

(b) **Accrued Unpaid Vacation Leave.** If elected by the Employer in the Adoption Agreement, the Employer shall contribute accrued unpaid vacation leave under the Employer's vacation leave policy to the plan, in accordance with this article and the Employer's PTO Plan which qualifies as a bona fide sick and vacation leave plan for purposes of section 409A. It shall be the Employer's responsibility to determine whether the PTO plan qualifies as a bona fide sick and vacation plan for purposes of section 409A, the regulations thereunder and other guidance provided by the IRS. Vacation leave contributions shall be accounted for separately in the Participant's vacation leave contribution account.

(1) **Eligibility.** If the Adoption Agreement provides that the Employer will make vacation leave contributions, then accrued unpaid vacation leave under a vacation leave policy maintained by the Employer that does not provide for Employer discretion shall be contributed to the Plan in accordance with this article.

(2) **Annual Vacation Leave Contribution Amount.** At the election of the Employer in the Adoption Agreement, the vacation leave contributions may be made as either (A) Employer Vacation Leave Contributions, or (B) as Employee designated vacation leave contributions.

(3) **Employer Vacation Leave Contributions**. The Employer shall contribute to the Plan for each eligible Participant the equivalent of a designated amount of accrued unpaid vacation leave (A) each year (either a calendar year or fiscal year based on the terms of the vacation leave policy), and/or (B) upon termination of employment of the Participant, as the Employer so elects in the Adoption Agreement. The Employer's contribution for any Plan year shall be due and paid not later than the time prescribed by applicable law.

(4) **Employee Designated Vacation Leave Contributions.** The Employer shall contribute to the Plan each Plan Year for each eligible Participant all or any portion of a Participant's

accrued unpaid vacation leave, as elected by the Participant. The Employer may limit the amount of accrued unpaid vacation leave to be elected to be contributed to the Plan.

(A) **Annual Designation.** Eligible Participants shall make annual designations indicating the percent of the accrued unpaid vacation leave to contribute to the Plan, in accordance with the procedures set forth by the Plan Administrator. If less than 100% of the accrued unpaid vacation leave is contributed to the Plan, then the remainder of the accrued unpaid vacation leave shall be handled pursuant to the PTO plan (for example, forfeited at year-end, remain in the Participant's vacation leave bank until termination of employment, or other method as determined by the PTO plan).

(B) **Termination of employment**. If the Employer so elects in the Adoption Agreement, upon termination of employment of an eligible Participant, 100% of the accrued unpaid vacation leave is contributed to the Plan. Otherwise, the Participant can designate, in accordance with procedures set forth by the Plan Administrator, which portion of the accrued unpaid vacation leave shall be contributed to the Plan. A Participant cannot elect to receive cash in lieu of any vacation leave contribution.

(5) **Equivalencies.** The vacation leave contribution shall be determined by multiplying the Participant's current daily rate of pay from the Employer times the amount of accrued unpaid leave being converted.

(6) **Excess 415 Contributions.** Vacation leave contributions are limited to the extent of applicable law and any Code limitation. No vacation leave contribution shall be made to the extent that it would exceed the applicable Code section 415 limitation, as set forth in this Plan. To the extent that the vacation leave contribution is not made because of these limitations, the excess is either (A) forfeited; (B) remains in the Participant's vacation leave bank, or (C) automatically paid in cash to the Participant as determined by the PTO plan.

(7) **One-Time Election.** If the Employer elects in the Adoption Agreement, the Employer shall make a one-time contribution in the year this Plan is adopted equal to the designated portion of all prior accrued vacation leave accrued in each eligible Participant's vacation leave bank, not to exceed the limits imposed under applicable law and the Code (including but not limited to, Code section 415). The designated portion is selected by the Employer in the Adoption Agreement and is limited to the stated percentage of the previously accrued vacation leave.

Article V – Limitation on Annual Additions

5.01 Limitations on Aggregate Annual Additions

(a) General Limitation on Annual Additions: A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in Section 2.50 of the Plan.

(b) Aggregation of section 403(b) Plans of the Employer: If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in Section 2.50 of the Plan.

(c) Aggregation Where Participant is in Control of Any Employer: If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in Section 2.50 of the Plan. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of sections 414(b), 414(c), and 415(h) of the Code; and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Code.

(d) Notice to Participants: The Administrator will provide written or electronic notice to Participants that explains the limitation in Section 5.01(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy Section 5.01(c). The notice will advise Participants that

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the application of the limitations in Section 5.01(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(e) Coordination of Limitation on Annual Additions Where Employer has Another Section 403(b) Pre-approved Plan or Participant is in Control of Employer: The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under Section 2.50(d), reduced by the Annual Additions credited to the Participant under any other section 403(b) Pre-approved Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(f) Excess Annual Additions:

(1) If, notwithstanding Sections 5.01(a) through 5.01(e), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Sections 5.01(b) and 5.01(c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under section 401(a) of the Code or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.

(2) If an Excess Annual Addition is credited to a Participant under this Plan and another section 403(b) Pre-approved Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(A) The total Excess Annual Addition credited as of such date, times
(B) The ratio of (1) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other section 403(b) Pre-approved Plans of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 5.01(i).

(g) Coordination of Limitation on Annual Additions Where Employer has another Section 403(b) Plan that is Not a Pre-approved Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a section 403(b) Pre-approved Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with Sections 5.01(e) and 5.01(f) as though the other plan were a section 403(b) Pre-approved Plan unless the Employer provides alternative limitation provisions in the Adoption Agreement.

(h) Coordination of Limitation on Annual Additions Among Annuity Contracts. All section 403(b) annuity contracts purchased by an Employer for a Participant are treated as one section 403(b) annuity contract for purposes of applying the limitations of section 415 of the Code. For these purposes, a 403(b) annuity contract includes Annuity Contracts, Custodial Accounts and Retirement Income Accounts.

(i) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which section 403(c) (or another applicable provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

5.02 Definitions. Refer to Article II, Section 2.50 for definitions related to Limitation on Annual Additions.

Article VI – Loans

6.01 **Loans**. Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made.

6.02 **Information Coordination Concerning Loan**. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state laws in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

6.03 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (1) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (2) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) One-half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator) or, if greater, the total accrued benefit up to $10,000.

For purposes of this Section 6.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

6.04 **Failure to Make Loan Payment.** If a Participant fails to make a loan payment when due, such Participant will have a reasonable period as described in the loan agreement and applied on a uniform basis, (but no longer than the end of the calendar quarter following the calendar quarter in which the loan payment was due) after such loan payment due date to cure such default.

6.05 **Suspension of Certain Loan Payments.** Pursuant to the Plan Sponsor's Loan Policy, loan payments may be suspended under this Plan:

(a) As permitted under section 414(u)(4) of the Code during participants' periods of military service; and

(b) During any Participants' leave of absence as defined in section 72(p) of the Code and the regulations thereunder, but in no event shall such suspension exceed one year.

6.06 **Term of Loan.** Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 30 years from the date of the loan.

6.07 **Assignment or Pledge.** An assignment or pledge of any portion of the Participant’s interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

6.08 **Administration of Loans.** Any applicable loan will be administered based on the loan policy of the Vendor or the Employer, whichever is applicable, Such policy(ies) must satisfy section 72(p) and the regulations thereunder.

6.09 **Repayment of Loan**. The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans.

6.10 **Coronavirus-related Loans**. Unless not permitted by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, a loan to a Participant or Beneficiary may be treated as a coronavirus-related loan. A coronavirus-related loan is a loan made from the Plan on or after March 27, 2020, and before December 31, 2020, to a qualified individual, as defined

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in section 2202(a)(4)(A)(ii) of the Coronavirus Aid, Relief, and Economic Security Act, Pub L 116-136 (CARES Act) and Section 1B of Notice 2020-50, which does not exceed the lesser of (a) $100,000 (minus outstanding plan loans of the individual), or (2) the individual's vested benefit under the Plan and other retirement plans maintained by the Employer and Related Employers.

If a loan is outstanding on or after March 27, 2020, and any repayment on the loan is due from March 27, 2020 to December 31, 2020, that due date may be delayed under the Plan for up to one year. Any payments after the suspension period must be adjusted to reflect the delay and any interest accruing during the delay, and the period of delay must be disregarded in determining the 5-year period and the term of the loan under Code sections 72(p)(2)(B) and (C).

6.11 Federally Declared Disasters. Unless not permitted by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, a loan to a Participant may be made in the event of a federally declared disaster, where resulting legislation or guidance authorizes such a loan to the Participant. The general loan rules set forth above and in section 72(p) of the Code may be modified pursuant to the resulting legislation or guidance.

Article VII - Benefit Distributions

7.01 Benefit Distributions at Severance from Employment or Other Distribution Event

(a) Except as permitted under Section 4.06 (relating to excess Elective Deferrals), Section 7.04 (relating to withdrawals of amounts rolled over into the Plan), Section 7.05 (relating to hardship), or Section 11.03 (relating to termination of the Plan), pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, distributions from a Participant's Elective Deferral Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

For purposes of this paragraph, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing in the uniformed services described in section 3401(h)(2)(A) of the Code.

(b) Except for a payment pursuant to Section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

(c) Except for a payment pursuant to Section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement. This paragraph (c) does not apply to after-tax employee contributions or earnings thereon.

7.02 Small Account Balances. To the extent permitted under the terms governing the applicable Funding Vehicles, and if elected in the Adoption Agreement, distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but not without the consent of the Participant or Beneficiary if the Participant's Accumulated Benefit (determined without regard to any separate account that holds rollover contributions) exceeds $5,000 or any lesser amount specified in the Funding Vehicle, ("Small Account Balance"). Any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000). Participant's Vested Account Balance shall be determined without regard to any separate account that holds rollover contributions unless the Employer elects otherwise in the Adoption Agreement.

In the event of a mandatory distribution of a Small Account Balance, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly, then the Administrator will pay the distribution in a Direct Rollover to an individual retirement plan designated by the Administrator.

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7.03 Minimum Distributions. The Plan shall comply with the distribution requirements of section 401(a)(9) of the Code and the regulations thereunder in accordance with the terms of each Individual Agreement, unless and to the extent otherwise permitted by law and on regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations. Effective for Participants attaining age 70 ½ after December 31, 2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

7.04 In-Service Distributions from Rollover Account. If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

If elected by the Employer in the Adoption Agreement, the Participant may be entitled to take ad hoc distributions (Nonperiodic distribution made on an as needed basis and pursuant to the distribution options selected in the adoption agreement).

7.05 Hardship Withdrawals

(a) Hardship withdrawals shall be permitted under the Plan to the extent elected in the Adoption Agreement and permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. Effective for distributions made in Plan Years beginning after 12/31/2018, the 6-month suspension on Elective Deferrals or After-Tax Employee Contributions (excluding Mandatory Employee Contributions) shall not apply.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors or the Administrator to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations). In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor or the Administrator, if applicable shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

(c) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

(d) If required by Treasury regulations, the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need).

(e) In applying the overall permitted Hardship distribution, such amounts shall be limited to the aggregate dollar amount of the Participant's section 403(b) elective deferrals under the applicable custodial agreements and contracts (and may not include any income thereon), reduced by the aggregate dollar amount of Elective Deferral distributions previously made to the Participant from the custodial agreements and/or contracts.

7.06 Rollover Distributions

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant or Beneficiary's election, Participant or Beneficiary may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least $500 paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover. If an Eligible Rollover Distribution is less than $500, a Participant or Beneficiary may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution. The Plan will provide a direct trustee-to-trustee transfer of a Lifetime Income Investment Distribution (as defined in Section 7.09(a) of the Plan) to an Eligible Retirement Plan.

(b) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p)

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of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).

(c) For distributions made after December 31, 2007, Participants must be given the option to directly rollover to a Roth IRA as a qualified rollover contribution pursuant to section 408A(e) of the Code.

(d) Pursuant to section 402(c)(11) of the Code and section 108(f) of WRERA, for Plan Years after December 31, 2009, a plan must permit rollovers by nonspouse Beneficiaries and a rollover by a nonspouse Beneficiary must be made in a Direct Rollover to either a Roth IRA or traditional IRA. A surviving spouse Beneficiary who makes a rollover to a Roth IRA or a traditional IRA from this Plan may elect either to treat the Roth IRA or traditional IRA as his or her own or establish the Roth IRA or traditional IRA in the name of the decedent with the surviving spouse as the Beneficiary.

(e) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

7.07 Nonspouse Beneficiary Direct Rollover

(a) A direct trustee-to-trustee transfer of any portion of a benefit payable upon the death of a Participant may be distributed from this Plan to an individual retirement plan described in section 408(a) or
(b) of the Code (an "IRA") that is established for the purpose of receiving the distribution on behalf of a Designated Beneficiary who is a nonspouse beneficiary. The transfer is treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c) of the Code.

The IRA of the nonspouse beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code.

(b) This Plan shall offer a direct rollover of a distribution to a nonspouse beneficiary who is a Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Code, provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant's spouse. The direct rollover must be made to an IRA established on behalf of the Designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the Code. If a nonspouse beneficiary elects a direct rollover, the amount directly rolled over is not includible in gross income in the year of the distribution.

(c) Section 402(c)(11) of the Code provides that a direct rollover of a distribution by a nonspouse beneficiary is a rollover of an eligible rollover distribution only for purposes of section 402(c) of the Code. Therefore, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount distributed from a plan is received by a nonspouse beneficiary, the distribution is not eligible for rollover.

(d) This Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of a decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of section 401(a)(9)(E) of the Code. In such a case, the beneficiaries of the trust are treated as having been designated as beneficiaries of the decedent for purposes of determining the distribution period under section 401(a)(9) of the Code, if the trust meets the requirements set forth in Treasury Regulation section 1.401(a)(9)-4, Q&A-5, with respect to the IRA.

(e) Determination of Required Minimum Distributions:

All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment

Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in Regulation section 1.403(b)-6(e). Effective for Participants attaining age 70 ½ after December 31, 2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

7.08 Qualified Reservist Distribution

(a) This provision applies to individuals ordered or called to active duty after September 11, 2001. The two-year period for making repayments of Qualified Reservist Distributions does not end before the date that is two years after the date of enactment.

(b) A Qualified Reservist Distribution is a distribution (1) from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) plan, or certain similar arrangements, (2) made to an individual who (by reason of being a member of a reserve component as defined in section 101 of title 37 of the U.S. Code) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period. A 401(k) plan or 403(b) plan does not violate the distribution restrictions applicable to such plans by reason of making a Qualified Reservist Distribution.

(c) An individual who receives a Qualified Reservist Distribution may, at any time during the two-year period beginning on the day after the end of the active duty period, make one or more contributions to an IRA of such individual in an aggregate amount not to exceed the amount of such distribution. The dollar limitations otherwise applicable to contributions to IRAs do not apply to any contribution made pursuant to the provision. No deduction is allowed for any contribution made under the provision.

7.09 Distribution for Certain Other Events. If elected in the Adoption Agreement, and subject to any restrictions contained in the terms governing the applicable Investment Arrangements, Custodial Agreements, or Annuity Contracts, distributions may be made for certain other events as follows:

(a) Lifetime Income Investment Distributions: A lifetime income investment held by the Plan may be distributed if the investment can no longer be held as an investment option under the Plan. Distributions must be made within the 90-day period ending on the date when the lifetime income investment is no longer authorized to be held as an investment option under the Plan, and The distribution must be made in a direct trustee-to-trustee transfer to an Eligible Retirement Plan; or The distribution must be in the form of an of an annuity contract purchased for a Participant and distributed by the Plan to a Participant.

For purposes of this section, a lifetime income investment is an investment option designed to provide a Participant with election rights (1) that are not uniformly available with respect to other investment options under the Plan, and (2) that are rights to a lifetime income feature available through a contract or other arrangement offered under the Plan. A lifetime income feature is (1) a feature that guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the Participant or the joint lives of the Participant and the Participant's designated beneficiary, or (2) an annuity payable on behalf of the Participant under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the Participant and the Participant's designated beneficiary. Lifetime Income Investment Distributions are effective for plan years beginning after 12/31/2019.

(b) Qualified Birth or Adoption Distributions: If elected by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, contributions made on behalf of the Participant may be distributed on or after the date specified in the Adoption Agreement, for the birth of the Participant's child or legal adoption of an eligible individual (Qualified Birth or Adoption Distribution). Effective for distributions made after 12/31/2019 a Qualified Birth or Adoption Distribution is any distribution of up to $5,000 from the Plan to a Participant if made during the 1-year period beginning on the date the child of the Participant is born or the legal adoption by the Participant of an eligible adoptee is finalized. A distribution of up to $5,000 can be made with respect to multiple births and adoptions if the distribution is made within the 1-year period following the date on which the children are born or the adoptions are finalized. An eligible adoptee is defined as any individual who has not attained age 18 or is physically or mentally incapable of self-support. An individual is physically or mentally incapable of self-support if they are unable to engage in any substantial gainful activity as described in Section 2.16 of the Plan. An eligible adoptee does not include an individual who is the child of the taxpayer's spouse.

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(c) Coronavirus-related Distributions: If elected by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, a Participant's contributions may be distributed as a coronavirus-related distribution. A coronavirus-related distribution is any distribution made from the Plan on or after January 1, 2020, and before December 31, 2020, to a qualified individual, as defined in section 2202(a)(4)(A)(ii) of the Coronavirus Aid, Relief, and Economic Security Act, Pub L 116-136 (CARES Act) and Section 1B of Notice 2020-50, which does not exceed, in the aggregate, the amount specified in the Adoption Agreement under the Plan and other retirement plans maintained by the Employer and Related Employers.

(d) Federally Declared Disasters: If elected by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, a Participant's contributions may be distributed in the event of a federally declared disaster, where resulting legislation or guidance authorizes such a distribution to the Participant.

Article VIII – Repayments / Recontributions

8.01 Repayments/Recontributions of Qualified Birth or Adoption Distributions. A Participant who received one or more Qualified Birth or Adoption Distributions under the Plan is entitled to recontribute the distributions (not to exceed the amount of the distributions) if the Participant is eligible to make a rollover contribution to the Plan at the time of repayment/recontribution. A Participant who makes a repayment/recontribution to the Plan will be treated as having received the distributions in an eligible rollover distribution and as having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution. The Plan will ensure that one or more Investment Arrangements are available to accept the repayment/recontribution.

8.02 Repayments/Recontributions of Coronavirus-Related Distributions. If elected by the Employer in the Adoption Agreement, and to the extent permitted under the Investment Arrangement, a Participant who is a qualified individual under section 2202(a)(4)(A)(ii) of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub L 116-136, and Section 1B of Notice 2020-50 and who receives a coronavirus-related distribution that is eligible for tax-free rollover treatment may recontribute all or a portion of the coronavirus-related distribution at any time during the 3-year period beginning the day after the date of a coronavirus-related distribution made under the Plan. The repayment/recontribution of a coronavirus-related distribution that is eligible for tax-free rollover treatment and made within the 3-year period described above will be treated as a rollover contribution to the Plan.

8.03 Repayments/Recontributions of Disaster-Related Distributions. If elected by the Employer in the Adoption Agreement, the Plan will accept a repayment/recontribution of a distribution for a Federally declared disaster if legislation or guidance authorizes such a repayment/recontribution and to the extent permitted under the Investment Arrangement.

Article IX - Rollovers to the Plan, Transfers from the Plan, and Exchanges

9.01 Eligible Rollover Contributions to the Plan

(a) Eligible Rollover Contributions: If elected by the Employer in the Adoption Agreement and to the extent provided in the Individual Agreements, an Employee, or former Employee, who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Vendor or the Administrator, if applicable, may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. If elected by the Employer in the Adoption Agreement and permitted in the Individual Agreements, the Plan may accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code.

(b) Eligible Rollover Distribution: For purposes of Section 9.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of

the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Eligible Retirement Plan: An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code. Code which is maintained by a State, and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. Effective for distributions occurring after 12/18/2015, an Eligible Retirement Plan shall also include a SIMPLE IRA within the meaning of section 408(p) as added by the PATH Act. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a qualified domestic relations order as defined in section 414(p) of the Code.

(d) Separate Accounts: The Vendor, or the Administrator if applicable, shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

(e) Roth Rollovers: If provided by the Employer in the Adoption Agreement, the plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(f) Information Regarding Participant Basis Required: A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Vendor, or the Administrator if applicable, obtains information regarding the Participant's tax basis under section 72 of the Code in the amount rolled over.

9.02 Rollovers from Elective Deferral Plans to Designated Roth Accounts. If elected by the Employer in the Adoption Agreement, the following shall be considered a part of the Employer's Plan with respect to distributions made after the Enactment Date:

(a) Qualified Rollover Contributions: Participants will be given the opportunity upon reaching a distributable event under the Plan to rollover from any amounts available under the Plan to the Designated Roth Account under this Plan.

(b) In-Plan Roth Rollover: An "In-Plan Roth Rollover" shall refer to an amount that is distributable and/or otherwise non-distributable (after 12/31/2012) under the Plan and in accordance with Code section 402A(c)(4)(E) and such amount is rolled over into the Designated Roth Account under the Plan. Such amounts must be kept separately accounted for, for purposes of reporting, acceleration taxation, and the recapture tax under sections 408A(d)(3)(D), (E), and (F) of the Code, as in effect for taxable years beginning after 2009.

(c) Additional Reporting and Recordkeeping**:** Until such time that the IRS or any other agency provides guidance that would not require certain recordkeeping actions, the Employer shall be obligated to maintain separate records with respect to each "In-Plan" Roth Rollover that occurs.

(d) Taxable Rollovers to Designated Roth Accounts: Notwithstanding sections 402(c), 403(b)(8), and 457(e)(16), in the case of any distribution to which this paragraph applies:
(1) There shall be included in gross income any amount which would be includible were it not part of a Qualified Rollover Contribution;
(2) Section 72(t) of the Code shall not apply;
(3) 20% Withholding does not apply under section 3405(c);
(4) Unless the Participant elects not to have this clause apply, any amount required to be included in gross income for any taxable year beginning in 2010 by reason of this paragraph shall be so included ratably over the 2-taxable-year period beginning with the first taxable year beginning in 2011.
(5) Any election for any distributions during a taxable year may not be changed after the due date for such taxable year and shall apply to all In-Plan Roth Rollovers made for the Plan Year.

9.03 IRS Levy. The IRS can release a wrongful levy on property or money held in a retirement plan (as described in Section 12.03 of the Plan). Effective for tax years beginning after 12/31/2017 a Participant may roll over the return of the property or money, along with interest thereon, that was wrongfully levied upon by Service and returned to the Participant. The rollover can be made to a

retirement plan or IRA (to the extent permitted by a retirement plan or IRA) and must be made by the due date (not including extensions) for the Participant's income tax return for the year the money or property is returned. The Administrator may request documentation that is appropriate or necessary to accept the rollover and comply with section 6343(f) of the Code.

9.04 Plan-to-Plan Transfers to the Plan. If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

(a) At the direction of the Employer, for a class of Employees who are Participants or Beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of part or all of the assets to the Plan as provided in this Section 9.04. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's interest therein (entire or partial interest) to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article IV. The Employer reserves the right to establish procedures with respect to former employees.

(d) Plan-to-Plan transfer may not be made between this Plan and a qualified plan or a 457(b) Plan.

9.05 Plan-to-Plan Transfers from the Plan. If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 9.05(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 9.05, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 9.05 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

9.06 Contract and Custodial Account Exchanges

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article III (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 9.06 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) Information Sharing Agreement. The Employer or the Administrator enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (1) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 7.01); (2) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.05); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (1) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 6.03, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (2) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer or the Administrator will enter into an information sharing agreement as described in Section 9.06(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 9.06(d)(1) and (2).

(f) Notwithstanding anything to the contrary in this section, if the Employer does not permit Exchanges under this Plan, an invalid exchange (an exchange that occurs after September 24, 2007) shall be permitted to be re-exchanged into an approved Vendor under this Plan.

9.07 Permissive Service Credit Transfers

(a) If a Participant is also a participant in a tax-qualified defined benefit Governmental Plan that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 9.07(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 9.07(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor

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plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

9.08 Transfer by Employer. To the extent permitted by applicable law and the underlying Individual Agreements, and subject to rules and procedures established by the Administrator, an Employer may request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

Article X - Investment of Contributions

10.01 Manner of Investment. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts.

10.02 Exclusive Benefit. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For this purpose, assets are treated as diverted to the Employer if there is a direct or indirect loan or other extension of credit from assets in the Account to the Employer

10.03 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and Exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements, the Plan and permitted under applicable Income Tax Regulations.

10.04 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Plan Vendor Attachment which is incorporated in the Administrative Appendix), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Article XI - Amendment and Plan Termination

11.01 Termination of Contributions. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

11.02 Amendment and Termination by Adopting Employer. The Employer reserves the authority at any time to amend any and all of the provisions of this Plan. The Employer reserves the authority to terminate this Plan at any time.

However, no part of the Plan assets shall, by reason of any suspension, amendment, termination, or partial termination, be used or diverted to purposes other than the exclusive benefit of the Participants, former Participants, and Beneficiaries. No suspension, amendment, termination, or partial termination may retroactively change or deprive any Participant, former Participant, or Beneficiary of rights already accrued under the Plan or eliminate an optional form of benefit, except insofar as such amendment is necessary to comply with any applicable provision of the law. No amendment to the Plan shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

An Employer that amends the Plan, other than to make one or more of the following amendments, may no longer rely on the Opinion Letter for the Plan and will be considered to have an individually designed 403(b) plan:

(a) Add sample or model amendments published by the IRS that specifically provide that their adoption will not cause a plan to fail to be identical to the § 403(b) Pre-approved Plan;

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(b) Add or change a provision (including choosing among options in the plan) or to specify or change the effective date of a provision, provided the Employer is permitted to make the modification or amendment under the terms of the § 403(b) Pre-approved Plan, as well as under section 403(b) of the Internal Revenue Code, and, in the case of a Standardized Plan, the provision is identical to a provision in the § 403(b) Pre-approved Plan, except for the effective date;

(c) Amendments that adjust the limitations under sections 415, 402(g), 401(a)(17), and 414(q)(1)(B) of the Code to reflect annual cost-of-living increases;

(d) Plan language completed by the Employer if the overriding language is necessary to satisfy section 415 of the Code because of the required aggregation of multiple plans under that section, in accordance with section 5.09 of Rev. Proc. 2021-37;

(e) Interim amendments or discretionary amendments, as described in sections 11 and 12 of Rev. Proc. 2019-39, that are related to a change in the § 403(b) Requirements;

(f) Amendments that reflect a change of a Provider's name, in which case the Provider must notify the IRS, in writing, of the change in name and certify that it still meets the conditions to be a Provider described in section 4.21 of Rev. Proc. 2021-37;

(g) Amendments to the administrative provisions in the plan (such as provisions relating to investments, plan claims procedures, or the Adopting Employer’s contact information), provided the amended provisions are not in conflict with any other provision of the plan, still meet the requirements of Rev. Proc. 2021-37, and do not cause the plan to fail to satisfy the §403(b) Requirements; and

(h) Amendments with respect to which a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program of EPCRS has been issued.

11.03 Distribution upon Termination of the Plan. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations. Upon Termination of the Plan all nonvested amounts under the Plan shall become fully vested. In addition, all accumulated benefits for a Participant must be distributed to Participants and Beneficiaries as soon as administratively feasible as described in section 1.403(b)-10(b)(1)(i) of the Treasury regulations.

11.04 Amendment by Provider of Pre-approved Plan

(a) The Provider reserves the right to amend the Plan from time to time. However, for purposes of reliance on an Opinion Letter, the Provider will no longer have the authority to amend the Plan on behalf of the Employer and the Plan will be treated as an individually designed plan, where: (1) the Employer makes any amendment to a Standardized Plan other than an amendment that is permissible pursuant to Section 9.05 of Rev. Proc. 2021-37; (2) the Employer amends the Plan to incorporate a type of plan that is not permitted under the Pre-approved Plan program, as described in Section 6.03 of Rev. Proc. 2021-37; (3) the Internal Revenue Service, in its sole discretion, determines that a Nonstandardized Plan is an individually designed plan due to the nature and extent of amendments to the Plan; (4) the Employer chooses to discontinue participation in a § 403(b) Pre-approved Plan that has been amended by the Provider without substituting another § 403(b) Pre-approved Plan; or (5) the Employer amends the Plan to remove any required provisions as described in section 5 of Revenue Procedure 2021-37 from the Plan.

(b) For purposes of Provider amendments, the Mass Submitter, as defined in Section 4.14 of Rev. Proc. 2021-37, shall be recognized as the agent of the Provider. If the Provider does not adopt the amendments made by the Mass Submitter, it will no longer be identical to or a minor modifier of the Mass Submitter plan. The Mass Submitter, as agent for the Provider, shall have the right to unilaterally amend the Plan on behalf of the Providers of the Pre-approved for purposes of any amendments mandated for changes in the Code, regulations, or other guidance issued from the IRS, Department of Labor or other government entity, as it may deem appropriate.

Notwithstanding the paragraph above, if the amendment that is being made requires an election by the Employer, then the Provider will maintain, or have maintained on its behalf, a record of

the Employers that have adopted the Plan, and the Provider will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. This amendment supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this amendment.

(c) The Provider may preselect options on the Adoption Agreements where necessary, from time to time. The Provider also reserves the right to amend the “Defaults” that are in the Adoption Agreements to reflect the administration of the plans, or to only permit certain options to be available to adopting Employers. The “Defaults” that may appear on the Adoption Agreements below certain items are not to be considered a part of the Plan and may be amended or removed at the discretion of the Employer, Provider, or Administrator.

(d) The Provider will inform the Adopting Employer of any amendments made to the plan or of the discontinuance of the plan.

11.05 Amendment of Vesting Schedule. If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, each Participant with at least 3 years of service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least 1 Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 Years of Service" for "3 Years of Service" where such language appears.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(a) 60 days after the amendment is adopted;

(b) 60 days after the amendment becomes effective; or

(c) 60 days after the Participant is issued written notice of the amendment by the Employer or Administrator.

Article XII – Miscellaneous and Administration of the Plan

12.01 Non-Assignability. Except as provided in Section 12.02 and 12.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable.

12.02 Domestic Relation Orders. Notwithstanding Section 12.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

12.03 IRS Levy. Notwithstanding Section 12.01, the payor or the Administrator, as applicable may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.04 Tax Withholding. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3405 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the payor or the Administrator, if applicable may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

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12.05 Payments to Minors and Incompetents. Subject to any State law requirements, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the payor or the Administrator, if applicable, benefits will be paid to such person as the payor or the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

12.06 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (not adjusted for any income but adjusted for loss in value, if any, allocable thereto) shall be returned directly to the Employer.

12.07 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Internal Revenue Service, the Social Security Administration or the Pension Benefit Guaranty Corporation (under their respective programs to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

12.08 Plan Administration. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Code. These provisions and requirements (as outlined in the Administrative Appendix) include but are not limited to:

(a) Determining whether an employee is eligible to participate in the Plan;

(b) Determining whether contributions comply with the applicable limitations;

(c) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations;

(d) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations;

(e) Determining that the requirements of the Plan and section 403(b) of the Code are properly applied, including whether the Employer is a member of a controlled group;

(f) Determining the status of domestic relations orders or qualified domestic relations orders.

Administrative functions, including functions to comply with section 403(b) of the Code and other tax requirements may be allocated among various persons pursuant to service agreements or other written documents, including the Administrative Appendix. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Employer.

In the event there is a conflict between the terms of this Plan (including the Adoption Agreement) and the terms of any underlying Custodial Accounts and/or the Annuity Contracts, or any other document incorporated by reference, the terms of this Plan shall govern.

12.09 Responsibilities of Employer. The Employer shall have the following responsibilities with respect to administration of the Plan:

(a) The Employer shall make any Employer Contributions required under the Plan.

(b) The Employer shall serve as Administrator of the Plan, unless the Employer designates in writing another person to administer the Plan on behalf of the Employer. The Employer may remove and reappoint a Plan Administrator from time to time in the Employer's discretion.

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(c) The Employer shall supply the Administrator in a timely manner with all information necessary for the Administrator to fulfill its responsibilities under the Plan, including Compensation of Participants and other pertinent facts.

12.10 Responsibilities of Administrator. The Administrator shall administer the Plan according to its terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries in accordance with the following provisions:

(a) The Administrator's responsibilities shall include, but shall not be limited to, the following:
(1) To determine all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
(2) To maintain all records necessary for administration of the Plan.
(3) To interpret the provisions of the Plan and prepare and publish rules and regulations for the Plan.
(4) To comply with all reporting, disclosure, and notice requirements of the Code.

(b) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations, and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

(c) In order to fulfill its responsibilities hereunder, the Administrator shall be specifically authorized to employ such agents, or attorneys, or contract for such assistance, as the Plan Administrator may from time to time deem necessary or advisable in connection with its responsibilities hereunder and to pay the fees, commission, or salaries incurred on account thereof as an expense of administration of the Plan. The Administrator is authorized to delegate administrative duties to the Custodian when not inconsistent with the terms of this Plan.

(d) The Administrator shall serve as the designated agent for legal purposes under the Plan.

12.11 Resignation and Removal of Administrator. The Administrator may resign at any time by giving the Employer thirty (30) days prior written notice. The Employer may waive such notice. The Employer may remove the Administrator from office at any time by giving written notice to the Administrator, which removal shall be effective as of the date specified in the notice.

12.12 Expenses of Administration. All costs and expenses of administering this Plan shall be paid pursuant to the service agreement(s) entered into by the Employer. Expenses shall be paid: directly by the Employer; or where applicable, shall be paid pro rata or per capita from each Participant's Account based on the Employer’s policy; or where applicable shall be paid by the Vendors. Payment of such expenses shall not be considered to be Employer Contributions.

12.13 Incorporation of Individual Agreements. The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

12.14 Governing Law. The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

12.15 Headings. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

12.16 Gender. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

12.17 This Plan is Not an Employment Contract. Neither the adoption of the Plan by the Employer, nor any action of the Employer or the Administrator under this Plan, nor the establishment of any custodial account, nor the payment of any benefits, shall be construed to confer upon any person any legal right to be continued as an Employee of the Employer or any affiliated or related employer. All Employees shall be subject to discharge to the same extent as they would have been had this Plan never have been adopted.

12.18 USERRA - Military Service Credit**.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are

entitled to any additional benefits (other than contributions relating to the period of qualified military service but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

Article XIII – Employer Contributions

13.01 Employer Contributions. If the Adoption Agreement provides that this Plan shall accept Employer Contributions, then the following rules shall apply.

(a) Unless otherwise elected by the Employer in the Adoption Agreement, Employer Contributions shall be an amount, if any, determined annually in the sole discretion of the Employer. A discretionary match shall be allocated to each participant as a uniform rate of deferrals up to a uniform deferral percentage. Where the Employer contributes more often than the computation period, a true-up payment may be necessary at year-end.

(b) Post-Employment Employer Contributions shall follow the rules of Section 13.03.

(c) Optional Retirement Plan (ORP) Provisions:

If elected in the Adoption Agreement, all provisions required by the applicable ORP program will be selected in the Adoption Agreement.

(d) Supplemental 403(b) Contributions:

If elected in the Adoption Agreement, all provisions required by the applicable Supplemental 403(b) program will be selected in the Adoption Agreement.

(e) FICA Replacement Plans: If the Employer's Employees are covered under a Section 218 Agreement and a part of a public retirement system as described in Section 31.3121(b)(7)-2, this Plan will serve as a "replacement" plan for Social Security and contributions shall be based on the applicable 218 agreement for the types of Employees that are covered under such Agreement.

(f) The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, documents governing ORPs Supplemental 403(b) Programs, and FICA replacement Plans, as applicable, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

13.02 Correction of Allocations

(a) In the event that the Administrator learns that Employer allocations have not been made on behalf of an Employee for whom an allocation should have been made pursuant to the terms of this Plan, the Participant's account for such Employee shall be restored to its proper balance as soon as is reasonably possible.

(b) In the event that the Administrator learns that contributions or allocations have been made on behalf of an Employee for whom allocations should not have been made pursuant to the terms of the Plan; and if such contributions were made pursuant to a mistake of fact, such contributions shall be returned to the Employer within one year of the contributions. Earnings attributable to the mistaken contribution shall not be returned to the Employer, but losses attributable to the mistaken contribution shall reduce the amount to be returned to the Employer.

13.03 Employer Contributions for Former Employees

(a) Includible compensation deemed to continue for post-employment Employer Contributions - For purposes of applying paragraph (b) of this Section and Section 5.01 of the Plan, a former Employee is deemed to have monthly includible compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one twelfth

of the former Employee's Includible Compensation during the former Employee's most recent year of service. Accordingly, post-employment Employer Contributions for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly compensation during his or her most recent year of service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant terminated employment.

(b) If a Participant who is a former Employee dies during the first 5 calendar years following the date on which the Participant ceases to be an Employee, and Employer contributions are being made pursuant to this Section 13.03, then any additional contributions made after the death of the Participant or former Employee may not exceed the lesser of –

(1) The excess of the former Employee's Includible Compensation for the year of death over the contributions previously made for the former Employee for that year; or

(2) The total contributions that would have been made on the former Employee's behalf thereafter if he or she had survived to the end of the 5-year period.

13.04 Service. Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this section, all of an Employee's Years of Service will be taken into account for purposes of eligibility, including:

(a) Years of Service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;

(b) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered an employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;

(c) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and

(d) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies. If the Employer maintains the Plan of a predecessor Employer, Service with such Employer will be treated as Service for the Employer.

13.05 Eligibility Computation Periods

(a) Hours of Service Method - If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, the initial eligibility computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer ("employment commencement date"). Pursuant to the Employer's election in the Adoption Agreement, the succeeding 12-consecutive month periods shall commence with either:

(1) the first anniversary of the Employee's employment commencement date; or
(2) the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service (or any lesser number specified by the Employer in the Adoption Agreement) during the initial eligibility computation period. An employee who is credited with 1,000 Hours of Service (or such lesser number specified by the Employer in the Adoption Agreement) in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

(b) Elapsed Time Method - If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the elapsed time method, an Employee will receive credit for the aggregate of all time periods commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day an Employee performs an Hour of Service. An Employee shall also receive credit for any Period of Severance of less than twelve consecutive months. Fractional periods of a year will be expressed in terms of days. For purposes of this paragraph, Hour of Service shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

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13.06 Use of Computation Periods. Years of Service and Breaks in Service shall be measured on the same eligibility computation period.

13.07 Eligibility Break in Service. In the case of any Participant who has a 1-year Break in Service, years of eligibility service before such break will not be taken into account until the Employee has completed a Year of Service after returning to employment. Pursuant to the Employer's election in the Adoption Agreement, such Year of Service will be measured by the 12-consecutive month period beginning on an Employee's reemployment commencement date and, if necessary, either:

(a) subsequent 12-consecutive month periods beginning on anniversaries of the reemployment commencement date; or

(b) Plan Years beginning with the Plan Year which includes the first anniversary of the reemployment commencement date. The reemployment commencement date is the first day on which the Employee is credited with an Hour of Service for the performance of duties after the first eligibility computation period in which the Employee incurs a one year Break in Service.

If a Participant completes a Year of Service in accordance with this provision, his or her participation will be reinstated as of the reemployment commencement date.

13.08 Entry into Plan. Each Employee who is a member of an eligible class of employees specified in the Adoption Agreement will participate on the Entry Date selected by the Employer in the Adoption Agreement after such Employee has met the minimum age and service requirements, if any, in the Adoption Agreement.

13.09 Participation upon Return to Eligible Class. In the event a Participant is no longer a member of an eligible class of employees and becomes ineligible to participate but has not incurred a Break in Service, such Employee will participate immediately upon returning to an eligible class of employees. If such Participant incurs a Break in Service, eligibility will be determined under the Break in Service rules of the Plan.

In the event an Employee who is not a member of an eligible class of employees becomes a member of an eligible class, such Employee will participate immediately if such Employee has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

13.10 Participation during an Authorized Leave of Absence. All contributions on behalf of the Participant shall be suspended, but membership in the Plan shall be deemed to be continuous, unless otherwise terminated, for the period of any Authorized Leave of Absence, provided that the Employee returns to work for the Employer upon completion of such Authorized Leave of Absence.

13.11 Eligibility upon Reemployment

(a) A former Participant will become a Participant immediately upon returning to the employ of the Employer if such former Participant had a nonforfeitable right to all or a portion of his accrued benefit attributable to Employer Contributions at the time of termination from service.

(b) For a former Participant who did not have a nonforfeitable right to any portion of his accrued benefit attributable to Employer Contributions or for a former Employee (other than an Employee required to complete more than one Year of Service in order to become eligible to participate in the Plan) who had not yet become a Participant at the time of termination from service, the Participant's Years of Service prior to the Break(s) in Service will be disregarded if the number of consecutive 1-year Breaks in Service equal or exceed the greater of five (5) or the aggregate number of Years of Service before such Breaks in Service.

(c) If an Employee is required to complete more than one Year of Service for in order to become eligible to participate in the Plan, and such an Employee incurs a 1-year Break in Service before satisfying the Plan's eligibility requirements, service prior to such 1-year Break in Service shall not be taken into account in the determination of the Employee's eligibility to participate in the Plan upon reemployment.

(d) A former Participant who’s Years of Service before termination from service cannot be disregarded pursuant to Section 13.11(b) shall participate immediately upon reemployment.

(e) A former Employee who had met the eligibility requirements specified in the Adoption Agreement before termination from service but who had not become a Participant and who’s Years of

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Service before termination from service cannot be disregarded pursuant to Section 13.11(b) will become a Participant as of the later of:

(1) His date of reemployment; or
(2) The Entry Date next following his date of termination from service.

(f) A former Employee (including a former Participant) who's Years of Service before termination from service can be disregarded pursuant to Section 13.11(b) will be treated as a new Employee for eligibility purposes and will be eligible to participate once he has met the requirements under the Plan following his most recent date of employment.

13.12 Vesting and Forfeitures

(a) Each type of contribution made by the Employer on behalf of a Participant that is subject to a different vesting schedule (and earnings thereon) will be credited to a separate bookkeeping account. Any portion of such account in which the participant is not vested shall be accounted for separately and treated as a contract to which section 403(c) (or another applicable provision under the Internal Revenue Code) applies.

(b) Employee Contribution Accounts: A Participant's Elective Deferral Account, After-Tax Employee Contribution Account and Rollover/Transfer Account, and all earnings, appreciations, and additions thereto, less any losses, depreciation, and distributions allocable thereto, shall be fully vested and nonforfeitable at all times.

(c) Employer Contribution Account: A Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:

(1) Death or Disability: A Participant's interest in his Employer Contribution Account shall become fully vested upon his death or Disability prior to Retirement Age.
(2) Termination of Employment: A Participant's Vested Percentage in his Employer Contribution Account shall be determined according to the vesting formula specified in the Adoption Agreement when the Participant terminates his employment.
(3) Plan Termination: A Participant's interest in his Employer Contribution Account shall become fully vested in the event of termination or partial termination (but only if the partial termination applies to the Participant) of this Plan.
(4) Normal Retirement Age: A Participant's interest in his Employer Contribution Account shall become fully vested when he reaches Retirement Age. A Participant who terminates his service with the Employer prior to Retirement Age but does not suffer a one-year Break in Service before the close of the Plan Year in which he attains Retirement Age will be deemed to have terminated employment after attaining Retirement Age.

13.13 Vesting at Termination: When a Participant's employment is terminated on account of retirement, death, disability, or otherwise, the Vested Percentage of his Employer Contribution Account (after all required adjustments thereto) shall be determined in accordance with this article and the vesting formula specified in the Adoption Agreement as of termination of employment. The difference between the balance of the Participant's Employer Contribution Account and the Participant's Vested Percentage shall be forfeiture and shall be allocated pursuant to Section 13.15 below.

13.14 Computation of Vested Account Balance

(a) Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this Article XIII, all of the Employee's Years of Service will be taken into account for purposes of vesting, including:

(1) Years of service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;
(2) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered any employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;
(3) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and
(4) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies.

(b) The Employer shall designate in the Adoption Agreement the period described in either (1) or (2) below as the Vesting Computation Period:

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(1) For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.
(2) For purposes of determining Years of Service and Breaks in Service for purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer Contributions, the 12-consecutive month period will commence on the date the Employee first performs an Hour of Service and each subsequent 12-consecutive month period will commence on the anniversary of such date.

(c) In the case of a Participant who has incurred a 1-year Break in Service, Years of Service before such break will not be taken into account until the Participant has completed a Year of Service after such Break in Service.

13.15 Forfeitures. Notwithstanding the Employer's election in the Adoption Agreement, Forfeitures may be allocated as follows:

(a) to restore Participant's Employer Contribution Accounts pursuant to the buy-back provisions of Section 13.18;

(b) used to pay any expenses of administration of the Plan; and/or

(c) used to make or reduce Employer Contributions required under the terms of the Plan.

13.16 Forfeitures - Withdrawal of Employee Contributions. No Forfeitures will occur solely as a result of an Employee's withdrawal of Employee Contributions.

13.17 Vesting for Pre-Break and Post-Break Account. In the case of a Participant who has 5 or more consecutive 1-year Breaks in Service, all service after such Breaks in Service will be disregarded for the purpose of vesting the employer-derived account balance that accrued before such Breaks in Service. Such Participant's pre-break service will count in vesting the post-break employer-derived account balance only if either:

(a) Such Participant has any nonforfeitable interest in the account balance attributable to Employer Contributions at the time of separation from service; or
(b) Upon returning to service, the number of consecutive 1-year Breaks in Service is less than the number of Years of Service.
(c) An employee who separates from service and is reemployed prior to incurring a break in service will continue to vest, starting at the point in the vesting schedule where he or she left employment, in both his or her pre-separation and post-separation accrued benefit.

Separate accounts will be maintained for the Participant's pre-break and post-break employer derived account balance. Both accounts will share in the earnings and losses of the fund.

13.18 Buy-back. If a former Participant is reemployed by the Employer before the former Participant incurs five consecutive 1-year Breaks in Service, and such former Participant has received a distribution of the entire Vested Percentage of his Employer Contribution Account prior to his reemployment, any forfeited amounts shall be reinstated only if he repays the full amount of his Employer Contribution Account distributed to him before he incurs five consecutive 1-year Breaks in Service after the date of the distribution. In the event the former Participant does repay the full amount distributed to him, his Employer Contribution Account balance will be restored to the amount on the date of distribution.

13.19 Missing Participants. If a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary. Such forfeiture may only occur if the participant’s non-forfeitable accrued benefit does not exceed $1,000 and the plan permits an immediate distribution without the participant’s consent, or the participant has reached the later of age 62 or the plan’s Normal Retirement Age.

13.20 Definitions. Refer to Article II, Section 2.51 for definitions related to Employer Contributions.

Article XIV - Deemed IRAs

14.01 Applicability and Effective Date. This section shall apply if elected by the Employer in the Adoption Agreement and shall be effective for Plan Years beginning after the date specified in the Adoption Agreement.

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14.02 Definitions

(a) Deemed IRAs. Each Participant may make voluntary employee contributions to the Participant's "traditional" or "Roth" IRA under the Plan, as elected by the Employer in the Adoption Agreement. The Plan shall establish a separate account or annuity for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions and maintain separate recordkeeping with respect to each such IRA.

(b) Deemed IRA contributions. For purposes of this section, Deemed IRA contributions means any contribution (other than a mandatory contribution within the meaning of section 411(c)(2) of the Code) that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this section applies.

(c) Deemed IRA Participant. Any Participant or Employee or group of Employees eligible to make Deemed IRA Contributions to the Plan.

(d) IRA Trustee (or Custodian or Issuer). The entity that provides the separate trust agreement, custodial agreement or annuity contract which the Participant executes to establish the IRA account. Throughout this document where IRA Trustee is mentioned, it shall also include an IRA Custodian; or if applicable an Issuer of the IRA Annuity Contract.

14.03 Separate Accounting

(a) IRAs established pursuant to this Article XIV shall be held in a trust, custodial account or an annuity (as evidenced by the separate trust, custodial agreement or annuity contract established by the Participant and shall be separate from the Trust established under this Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of sections 408 and 408A of the Code, which requirements are set forth in Sections 14.04 through 14.16 below.

(b) Separate records will be maintained for the interest of each Participant or Beneficiary.

14.04 Individual's Interest is Nonforfeitable. The interest of an individual in the balance in his or her Deemed IRA account is nonforfeitable at all times.

14.05 Prohibited Investments

(a) If the trust acquires collectibles within the meaning of Code § 408(m) after December 31, 1981, trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(b) No part of the trust funds will be invested in life insurance contracts.

14.06 Reporting Duties

(a) The Trustee, Custodian or Issuer of the Deemed IRA shall be subject to the reporting requirements of section 408(i) of the Internal Revenue Code with respect to all Deemed IRAs that are established and maintained under the plan.

(b) The Trustee, Custodian or Issuer of a Deemed IRA shall furnish annual calendar-year reports concerning the status of the account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

14.07 Non-Bank Trustee or Custodian. If the Deemed IRA is held by a non-bank Trustee or Custodian, the non-bank Trustee or Custodian shall substitute another trustee or custodian if the non-bank Trustee or Custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of § 1.408-2(e) of the Income Tax Regulations.

14.08 Traditional IRA Maximum Permissible Annual Contributions

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed $6,000 for any taxable year beginning in 2022 and years thereafter. After 2022, the

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limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of $500.

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $1,000 for any taxable year beginning in 2022 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of federally declared disasters and certain amounts received in connection with the Exxon Valdez litigation.

(d) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

(e) If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

14.09 Roth IRA Maximum Permissible Annual Contributions

(a) Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the individual's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

(b) Applicable Amount: The applicable amount is determined below:

(1) If the individual is under age 50, the applicable amount is $6,000 for any taxable year beginning in 2022 and years thereafter. After 2022, the $6,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of $500.
(2) If the individual is 50 or older, the applicable amount under paragraph (1) above is increased by $1,000 for any taxable year beginning in 2022 and years thereafter.

(c) Regular Contribution Limit. The maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

(1) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	$129,000 or less	Between $129,000-$144,000	$144,000 or more
Joint Return or Qualifying Widow(er)	$204,000 or less	Between $204,000-$214,000	$2140,000 or more
Married- Separate Return	$0	Between $0-$10,000	$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200.

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After 2022, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of $1,000.

(2) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all of the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.

(d) SIMPLE IRA Limits: No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

(e) Inherited Roth IRA. If this is an inherited Roth IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this Roth IRA, subject to the limits in (c) above.

(g) Qualified Rollover Contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (1) and (2) below.

(1) All or part of a military death gratuity or service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).

(2) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment, or such other dates as provided by the Treasury Department.

(h) Compensation. For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code §401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, §401(c)(2) shall be applied as if the term trade or business for purposes of §1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to §112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under §71 with respect to a divorce or separation instrument described in subparagraph (A) of §71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. Under Code § 415(c)(3), the term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

14.10 Deemed IRA Annuity Contract Requirements for Roth and Traditional IRAs

(a) This contract is nontransferable by the individual.

(b) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

(c) If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be determined by the underlying Individual Agreement of the Annuity Contract; however, the Issuer may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than $20 per month.

14.11 Required Minimum Distributions from a Traditional IRA

All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in Regulation section 1.403(b)-6(e). Effective for Participants attaining age 70 ½ after December 31, 2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

14.12 Distributions Due to Death from a Traditional Deemed IRA Custodial Account

All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in Regulation section 1.403(b)-6(e). Effective for Participants attaining age 70 ½ after December 31, 2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

14.13 Distributions Due to Death from a Traditional Deemed IRA Annuity Contract

(a) Death On or After Required Distributions Commence. If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the individual dies before required distributions commence, his or her entire interest will be distributed under the contract option chosen.

14.14 No Required Minimum Distribution from Roth Deemed IRA Account. No amount is required to be distributed prior to the death of the individual for whose benefit the account was originally established. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C), this paragraph does not apply.

14.15 Distributions Due to Death from a Roth Deemed IRA Custodial Account

All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in Regulation section 1.403(b)-6(e). Effective for Participants attaining age 70 ½ after December 31, 2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

14.16 Distributions Due to Death from a Roth Deemed IRA Annuity Contract

All provisions related to Required Minimum Distributions under section 401(a)(9) of the Internal Revenue Code are described in the applicable agreements of the Custodian, Trustee, or Issuer. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in Regulation section 1.403(b)-6(e). Effective for Participants attaining age 70 ½ after December 31,

2019, and for the distribution of a Participant's accumulated benefit who dies after December 31, 2019, the amendments made by SECURE 1.0 are hereby reflected.

Article XV - Multiple Employer Plans

15.01 Multiple Employer Plans. If elected by the Employer in the Adoption Agreement, the Plan may also be adopted, by other employers that are not aggregated with the Employer under §414(b), (c), (m), or (o) of the Code. Such employers shall adopt the Plan by executing a separate Participation Agreement. In this case, the adopting Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of §413(c) and the regulations thereunder which are herein incorporated by reference, specific annual reporting requirements, and different procedures for obtaining determination letters from the Internal Revenue Service regarding the qualified status of the plan.

15.02 Plan Participation and Vesting. For purposes of plan participation and vesting, the adopting Employer and all Participating Employers shall be considered a single employer. An Employee's service includes all service with the adopting Employer or any Participating Employer (or with any employer aggregated with the adopting or Participating Employer under §414(b), (c), (m), or (o)). An Employee who discontinues service with a Participating Employer but then resumes service with another Participating Employer shall not be considered to have severed employment.

15.03 Separate Elections. Except to the extent that the Participation Agreement allows, and the Participating Employer makes, separate elections with respect to its employees, the Participating Employer shall be bound by the terms of the Plan and Trust, including amendments thereto and any elections made by the adopting Employer.

15.04 Plan Limitations. The limitation under the Plan relating to the requirements of §§415, 402(g) and 414(v) of the Code shall be applied to the plan as a whole. The requirements of §§410(b), 401(a)(4), 401(m)(2)(A), and 414(q), where applicable shall be applied separately to each Participating Employer.

15.05 Forfeitures. If elected by the Adopting Employer in the Adoption Agreement, Forfeitures shall be applied to the Participating Employer who incurred the Forfeiture.

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Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
1111 Constitution Ave., NW
Washington, DC 20224

Date: AQ
11/29/2024
Employer ID number:
26-3310639
Case number:
202300712
File folder number:
FFN: 317D978AQ07-001
Letter Serial number:
Q706104a
Plan number:
07-001
Plan description:
Standardized Pre-Approved 403(b) Plan
Date of submission:
05/01/2023
Person to contact:
Name: Janell Hayes
ID number: 1000203103
Telephone: 513-975-6319
Hours: 10:00 a.m. to 5:00 p.m. EST. Mon-Fri

ADMIN PARTNERS LLC
200 LAKE DRIVE EAST, SUITE 102
CHERRY HILL, NJ 08002

Dear Applicant:

Why you're receiving this letter

In our opinion, we found the form of the plan shown above is acceptable for use by eligible employers for the benefit of their employees under Internal Revenue Code (IRC) Section 403(b).

What you need to do

You must provide to each eligible employer who adopts this plan:
. A copy of this letter.
. A copy of the approved plan.
. Copies of later amendments including their dates of adoption.
. The plan provider's contact information including their address and telephone number.

What you should know

Our opinion relates only to the satisfaction of the plan's form with the requirements of IRC Section 403(b) contained in the 2022 Cumulative List of Notice 2022-8, 2022-7 Internal Revenue Bulletin (IRB) 491, and certain other requirements of IRC Section 403(b) as detailed in Section 13 of Revenue Procedure (Rev. Proc.) 2021-37, 2021-38 IRB 385. We didn't consider the effect of other federal or local statutes.

Our opinion on the acceptability of the plan's form isn't a determination of an eligible employer's plan satisfying the requirements in IRC Section 403(b). An eligible employer that adopts this plan can generally rely on this letter as described and outlined below. The IRS doesn't issue a determination letter to an employer who adopts this plan, except as noted in Section 25 of Rev. Proc. 2023-37, 2023-51 IRB 1491. For other rules and procedures related to an IRC Section 403(b) pre-approved plan submitted for the second remedial amendment cycle, generally see Rev. Proc. 2021-37.

An eligible employer that adopts an IRC Section 403(b) standardized plan may rely on this letter that the form of the plan satisfies the requirements of IRC Section 403(b) if the employer has not amended the plan other than to choose options provided under the plan or to make amendments that are described in Section 9.03 of Rev. Proc. 2021-37 relating to employer amendments that will not affect reliance.

An eligible employer may also rely on this letter that the form of the plan satisfies, if applicable, the requirements of IRC Sections 401(a)(4) and 410(b), if either (1) the only contributions under the plan are elective deferrals, or (2) the plan provides for contributions other than elective deferrals and all employers in the adopting eligible employer's controlled group are eligible employers within the meaning of Treasury Regulations Section 1.403(b)-2(b)(8).

If the plan provides for contributions other than elective deferrals and the adopting eligible employers controlled group includes any employer that isn't an eligible employer according to Treasury Regulations Section 1.403(b)-2(b)(8), the adopting eligible employer may rely on this opinion letter except with respect to whether contributions other than elective deferrals under the plan satisfy the requirements of IRC Sections 401(a)(4) and 410(b).

See Section 8.01(2) and (3) of Rev. Proc. 2021-37 for exceptions with respect to IRC Sections 401(a)(4) and 415.

As stated in the plan, the provisions of this plan override any conflicting provision contained in any investment arrangements under the plan or any other documents that may be incorporated by reference into an adopting eligible employer's plan. This opinion letter doesn't cover any provisions contained in the investment arrangements or any other documents incorporated by reference outside the plan or adoption agreement, such as a collective bargaining agreement.

An eligible employer who adopts this plan may not rely on this letter when the employer:

. Uses the plan to amend or restate a plan which didn't previously meet the requirements of IRC Section 403(b).

. Adopts the plan before the opinion letter is issued.

. Doesn't correctly complete the adoption agreement or other elective provisions in the plan.

. Has any investment arrangement under the plan or any other document that may be incorporated by reference that provides that they govern if there's a conflict between their terms and the terms of the plan.

. Amends the plan other than by choosing options provided under the plan or by making amendments other than those that are described in Section 9.03 of Rev. Proc. 2021- 37 (relating to employer amendments that will not affect reliance).

Our opinion doesn't:

. Consider issues which the Department of Labor administers under Title I of the Employee Retirement Income Security Act (ERISA).

. Constitute a determination that the plan is an IRC Section 414(d) governmental plan.

. Constitute a determination that the adopting employer is a church within the meaning of IRC Section 3121(w)(3)(A) or a qualified church-controlled organization within the meaning of IRC Section 3121(w)(3)(B) (QCCO).

If this plan is not a Retirement Income Account plan described under IRC Section 403(b)(9), the adopting employer must be an eligible employer within the meaning of Treasury Regulations Section 1.403(b)-2(b)(8).

If this plan is a Retirement Income Account plan described under IRC Section 403(b)(9), the plan must either be established or maintained by a church, or a convention or association of churches, including an organization described in IRC Section 414(e)(3)(A). For a Retirement Income Account plan, the adopting employer may be a church, QCCO, non-QCCO, or minister; however, if the plan is not established by a church, or a convention or association of churches, including an organization described in IRC Section 414(e)(3)(A), the plan must be maintained by a church, or a convention or association of churches, including an organization described in IRC Section 414(e)(3)(A).

This is not a determination regarding language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated Section 3 of DOMA, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under IRC Section 401(a)(9) and spousal rollover rights under IRC Section 402(c)(9).

This letter doesn't rule on whether this plan meets any requirements that apply due to a plan's coverage of multiple employers that are not in a single controlled group.

A pre-approved plan restatement that generally is effective as of a certain date should not be treated as superseding a previously adopted interim plan amendment that is effective before or after the restatement's effective date and that has not been incorporated or reflected in the restatement, provided that the pre-approved plan is operated in a manner consistent with the interim plan amendment. A plan is presumed to be operating in compliance with an interim plan amendment in any case in which the operation of the plan cannot be determined.

Who can you contact

If you, the pre-approved plan provider, have questions, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

If you prefer, you can write to the address at the top of the first page of this letter. When you write, include a copy of this letter, your telephone number and the hours we can reach you.

Let us know if you change or stop sponsorship of this plan.

Keep this letter for your records.

Sincerely,

Daniel Dragoo
Director, EP Rulings & Agreements