

Fidelity 403(b) Pre-Approved Plan

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FIDELITY 403(b) PRE-APPROVED PLAN

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Fidelity 403(b) Pre-Approved Plan

This document is the Fidelity 403(b) Pre-Approved Plan Basic Plan Document #01 (the “Basic Plan Document”).

Preamble

The Fidelity 403(b) Pre-Approved Plan consists of two parts: (1) Adoption Agreement #001 and (2) this Basic Plan Document #01. Both the Adoption Agreement and the Basic Plan Document contain substantive provisions that are integral to the operation of the Employer’s Plan described herein. The Plan may include provisions that are described in one or more Addenda to the Adoption Agreement, which are incorporated by reference. The Employer’s Plan also includes any Investment Arrangement and such other policies, procedures, and/or written document(s) (such as loan policies or service contracts), as in effect from time to time, which fully describe the Plan and practices of the Employer with respect to the Plan but only to the extent such items do not conflict with the terms of the Basic Plan Document or the Plan’s Adoption Agreement. All elections in the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement, the Administrator’s administrative procedures (which shall be nondiscriminatory if the Plan is subject to ERISA) and the applicable Vendor’s operational capabilities.

References to “Options” refer to elections in the Adoption Agreement or Addenda. References to “Articles” and “Sections” refer to provisions in the Basic Plan Document. Provisions appearing on the Plan Superseding Provisions Addendum to the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, any Addendum or the Basic Plan Document in the manner described therein.

Article 1. Adoption Agreement

Adoption Agreement #001 is a separate document. The Employer has adopted or restated the Plan as set forth herein by signing and dating the Adoption Agreement.

Article 2. Definitions

Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

- 2.01 “Account”** means an account maintained for the benefit of any Participant or Beneficiary under an Investment Arrangement. One or more subaccounts (also called “sources”) may be established within a Participant’s Account as described in Section 7.01(b). A subaccount (or “source”) may hold assets based on contribution type (e.g., Matching Employer Contributions or Employee After-Tax Contributions), taxability (for example, pre-tax amounts or Roth 403(b) Contributions), history (for example, assets transferred from another plan into the Plan), and/or other attributes as necessary for accurate recordkeeping and compliance with Code section 403(b).
- 2.02 “Account Balance”** means the total benefit to which a Participant or the Participant’s Beneficiary is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Participant’s Account, any rollover contributions or transfers held under the Participant’s Account, and any distribution made to the Participant, the Participant’s Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant’s Account that is treated under the Plan as a separate contract to which § 403(c) (or another applicable provision of the Code) applies.
- 2.03 “Accumulated Benefit”** means the sum of a Participant’s or Beneficiary’s Account Balances under all Investment Arrangements under the Plan.
- 2.04 “Active Participant”** means any Eligible Employee who has met the requirements of Articles 3 and 4 to participate in the Plan and who is entitled to receive contributions or allocations under the Plan.
- 2.05 “Administrator”** means the Employer, unless the Employer identifies a person, committee, or organization in Election 1.01(c)(1) of the Adoption Agreement to act as the Administrator. The functions and duties of the Administrator may be delegated as described in the 403(b) Administrative Addendum. Functions of the Administrator, including those described in the Plan, may be performed by the Vendor, 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 Investment Arrangements, written Service Agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

- 2.06** “**Adoption Agreement**” means the provisions of Article 1 set forth in Adoption Agreement #001, which, when executed by the Employer, establishes and adopts, or amends and restates, the Plan and designates the optional provisions elected or designated by the Employer. The term “Adoption Agreement” includes any Addendum attached thereto, including the 403(b) Administrative Addendum. The term “Election” refers to the sections and subsections of the Adoption Agreement or an Addendum. The term “Adopting Employer” refers to the Employer identified in Election 1.02(a) of the Adoption Agreement that executes the Adoption Agreement.
- 2.07** “**Annuity Contract**” means a nontransferable group or individual contract as defined in Code §§ 403(b)(1) and 401(g), established for each Participant by the Employer, or by each Participant individually, that is issued by an Insurance Company qualified to issue annuities in a State and that includes payment in the form of an annuity; however, an Annuity Contract issued under a State-maintained Plan established on or before May 17, 1982, need not comply with the requirement that the issuer be qualified to issue annuities in a State. In the case of a group Annuity Contract, the term “Annuity Contract” when used under the Plan shall include individual annuity certificates issued on behalf of a Participant or Beneficiary under such group Annuity Contract, in addition to individual Annuity Contracts. Unless issued before September 24, 2007, an Annuity Contract may not consist of a life insurance contract under Code § 7702, an endowment contract, a health or accident insurance contract, nor a property, casualty, or liability insurance contract.
- 2.08** “**Annuity Starting Date**” means the first day of the first period for which an amount is paid as an annuity or in any other form permitted under the Plan.
- 2.09** “**Basic Plan Document**” means this Fidelity 403(b) Pre-Approved Plan Basic Plan Document #01.
- 2.10** “**Beneficiary**” means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of the Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan and, if applicable, subject to the Spousal consent requirements described in Section 14.06. Subject to the terms governing the applicable Investment Arrangement, a Beneficiary of a deceased Participant may designate person(s) or entity(ies) as the Beneficiary/ies of his or her Account. Section 11.04 provides additional Plan rules regarding Beneficiaries, subject to the terms governing the applicable Investment Arrangement(s).
- 2.11** “**Break in Service**” means, unless provided otherwise in the Coverage Addendum to the Adoption Agreement, a “period of severance” of at least 12 consecutive months. A “period of severance” is a continuous period of time during which the Employee is not employed by the Employer or a Related 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. Notwithstanding the foregoing, the following special rules apply in determining whether an Employee who is on leave has incurred a Break in Service:
- (a) In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service. For purposes of this paragraph, 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 connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.
 - (b) If an individual is absent from work because of FMLA leave and returns to employment with the Employer or a Related Employer following such FMLA leave, the Participant shall not incur a Break

in Service due to such FMLA leave. For purposes of this paragraph, “FMLA leave” means an approved leave of absence pursuant to the Family and Medical Leave Act of 1993.

- (c) If an individual is absent from work because of qualified military service and returns to employment with the Employer or a Related Employer, the Participant shall not incur a Break in Service by reason of such individual’s period of qualified military service, as required by Code § 414(u)(8)(A).
- 2.12 “Catch-Up Contribution”** means any Deferral Contribution made to the Plan by the Employer in accordance with the provisions of Section 5.03(b)(2)(A) and/or Section 5.03(b)(2)(B) (Age 50 Catch-Up Contributions and Special Section 403(b) Catch-Up Contributions, respectively).
- 2.13 “Church”** means an organization described in Code § 3121(w)(3)(A) and the Treas. Regs. thereunder. The term Church also includes a QCCO as defined in Section 2.74, but does not include a Non-QCCO as defined in Section 2.60.
- (a) Church-Related Organization. Church-Related Organization means a church or convention or association of churches or other organization described in Code § 414(e)(3)(A).
- 2.14 “Church Plan”** means a plan described in Code § 414(e) and ERISA § 3(33) maintained by a Church or QCCO. The Plan is a Church Plan if elected by the Employer in Election 1.01(b)(3) of the Adoption Agreement. The term Church Plan does not include a plan of a Non-QCCO, as described in Section 2.60, with respect to complying with the universal availability requirements of Code § 403(b)(12) and the nondiscrimination requirements of Code §§ 401(a)(4), 401(m) and 410(b). The Employer shall further identify the ERISA status of the Plan in Election 1.01(b)(5) of the Adoption Agreement. Only Church Plans for which an election has been made under Code § 410(d) and Treas. Reg. § 1.410(d)-(1) may select Election 1.01(b)(5)(A) of the Adoption Agreement stating that ERISA applies to the Plan. All other Church Plans are referred to herein as “non-electing Church Plans.”
- 2.15 “Code”** means the Internal Revenue Code of 1986, as amended from time to time. “Code §” refers to a specific section or subsection of the Code.
- 2.16 “Compensation”** means the base compensation definition described in Section 2.16(a) which is elected by the Employer in Election 1.05(a) of the Adoption Agreement, with the adjustments described in Section 2.16(b) which may be elected by the Employer in Election 1.05(b) of the Adoption Agreement, if any. The Employer may elect different definitions of Compensation and different adjustments for different purposes under the Plan in the Compensation Addendum to the Adoption Agreement. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid or made available to an Eligible Employee by the Employer for services to the Employer as an Eligible Employee during a calendar year, unless the Employer elects in the Compensation Addendum to Adoption Agreement to measure Compensation on a fiscal year basis. Compensation shall include Compensation paid by an Employee’s direct Employer and all Related Employers, unless the Employer elects in the Compensation Addendum to the Adoption Agreement to exclude Compensation paid by a Related Employer that is not a Participating Employer.
- (a) Base Compensation. The Employer shall elect one of the following in Election 1.05(a) of the Adoption Agreement as “base compensation,” subject to any adjustments described in Section 2.16(b):
 - (1) W-2 Wages. “W-2 Wages” includes wages as defined in Code § 3401(a) (for purposes of income tax withholding at the source) plus amounts that would be included in wages but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) and all other payments of compensation to an Eligible Employee for which the Employer is required to furnish the Eligible Employee a written statement under Code §§ 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code § 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)). If elected by the Employer in the Compensation Addendum to the Adoption Agreement, W-2 Wages shall exclude amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to

the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code § 217.

- (2) Code § 3401 Withholding Wages. “Code § 3401(a) Withholding Wages” includes 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 location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)) plus amounts that would be included in wages but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).
- (3) 415 Compensation. “415 Compensation” includes wages, salaries, and fees for professional services and other amounts that would be 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 or would have been includible in gross income but for the Eligible Employee’s election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b), including, but not limited to, commissions paid to 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)), excluding the amounts described in Section 2.16(a)(3)(A)-(E) below. Effective for Plan Years beginning after December 31, 2015, 415 Compensation is increased by difficulty of care payments under Code § 131(c)(1)(A) that are otherwise excludible from income. 415 Compensation does not include any compensation received during a period when the Employer was not an Eligible Employer within the meaning of Treas. Reg. § 1.403(b)-2(b)(8). 415 Compensation excludes the following:
 - (A) Employer contributions (other than elective contributions described in Code §§ 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code § 408(k) or a simple retirement account described in Code § 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee’s gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified), other than, if the Employer elects in the Compensation Addendum to the Adoption Agreement to include such amounts, amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income (“Deferred Compensation”);
 - (B) Amounts realized from the exercise of a non-statutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. § 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
 - (C) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;
 - (D) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code § 125); and
 - (E) Other items of remuneration that are similar to any of the items listed in (A) through (D).

- (4) Alternative Definition. “Alternative Definition” means the alternative general definition of compensation described in Treas. Reg. § 1.415(c)-2(a). Under this definition, Compensation means as defined in Section 2.16(a)(3) but with the addition of: (a) amounts described in Code §§ 104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in the Employee’s gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code § 217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. § 1.421-1(b)) granted by the Employer to the Employee, but only to the extent that the value of the option is includible in the Employee’s gross income for the taxable year of the grant; (d) the amount includible in the Employee’s gross income upon the Employee’s making of an election under Code § 83(b); and (e) amounts that are includible in the Employee’s gross income under Code §§ 409A and 457(f)(1)(A) or because the amounts are constructively received by the Participant.
- (5) Other Definition. The Employer may elect in the Compensation Addendum to the Adoption Agreement to provide a different definition of base compensation for different contribution types or groups.

If the Employer elects a definition described in Section 2.16(a)(1), (2) or (3) and the Plan is subject to applicable nondiscrimination testing, Compensation will not be required to be tested to show that it meets the requirements of Code § 414(s) and it will be deemed an acceptable definition of Compensation for Safe Harbor Nonelective Employer Contributions, unless the Employer elects to exclude any or all of the specified items of remuneration described in Election 1.05(b) of the Adoption Agreement other than (1) reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, all deferred compensation, and welfare benefits described in Section 2.16(b)(1)(A), (2) Differential Wage Payments described in Section 2.22, and/or (3) Unused Leave described in Section 2.16(b)(1)(C)(ii).

- (b) Adjustments. The Employer may elect to adjust the definition of Compensation as described in this Section 2.16(b) related to exclusions, inclusions, and non-cash compensation.
- (1) Exclusions. The Employer may elect in Election 1.05(b) of the Adoption Agreement and/or the Compensation Addendum, if applicable, to adjust base compensation by excluding any of the following with respect to all Participants or specific groups of Participants and/or for purposes of available contribution types:
- (A) Reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, all deferred compensation, and welfare benefits as described in Treas. Reg. § 1.414(s)-1(c)(3) (or, if the Plan is a Church Plan, based on a reasonable, good faith interpretation of Code § 414(s));
 - (B) Differential Wage Payments, as defined in Section 2.22;
 - (C) Any of the following, provided payment is made within the “post-severance period” defined below:
 - (i) Regular Compensation. Payments of regular compensation for services during the Eligible Employee’s regular working hours, or compensation for services outside the Eligible Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments but only to the extent such payments would have been made prior to the Participant’s Severance from Employment if the Eligible Employee had continued in employment with the Employer;
 - (ii) Unused Leave. Payments for “unused leave” (e.g., unused accrued bona fide sick, vacation, or other leave, but only if the Eligible Employee would have been able to use the leave if employment had continued) and

Compensation would have included those amounts if they were paid prior to the Participant's severance from employment; and/or

- (iii) Deferred Compensation. Payments received by a Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if Compensation would have included the payment if it had been paid prior to the Participant's severance from employment and the payment would have been paid to the Participant at the same time if the Participant had not severed employment and only to the extent that the payment is includible in the Participant's gross income.
- (iv) The following terms have the following meanings for purposes of this Section 2.16(b)(1)(C):

An Eligible Employee has a "severance from employment" when (i) the Employee ceases to be an employee of an employer (applying the aggregation rules in Code § 414) maintaining a plan and (ii) in connection with a change of employment, the individual's new employer does not maintain such plan with respect to the individual. The determination of whether an Eligible Employee ceases to be an employee of an employer maintaining a plan is based on all of the relevant facts and circumstances.

The "post-severance period" means the period beginning on the Eligible Employee's Severance Date and ending on the later of (i) 2 ½ months after the Severance Date or (ii) the end of the Limitation Year that includes the Eligible Employee's Severance Date.

- (D) Overtime pay, bonuses, and/or commissions; and
- (E) Any other excluded amounts as specified by the Employer in the Compensation Addendum to the Adoption Agreement.

- (2) Additions. The Employer may elect in Election 1.05(b) of the Adoption Agreement and/or the Compensation Addendum, if applicable, to adjust base compensation by including any of the following with respect to all Participants or specific groups of Participants and/or for purposes of available contribution types:

- (A) "Deemed Code § 125 Compensation" as defined in Treas. Reg. § 1.415(c)-2(g)(6), which are amounts under a plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that the Participant has other health coverage. In the absence of such election, deemed Code § 125 Compensation shall not be included;
- (B) Salary continuation payments for Disabled Participants (for all or only Non-Highly Compensated Employees); and/or
- (C) Any other additional amounts as specified by the Employer in the Compensation Addendum to the Adoption Agreement.

- (3) Non-Cash Compensation. Notwithstanding anything herein to the contrary, the Administrator may adopt a policy (which shall be nondiscriminatory if the Plan is an ERISA Plan) of excluding "non-cash" Compensation for purposes of determining the amount of a Participant's Deferral Contributions. "Non-cash" means that the amounts are not regularly paid in cash or cash equivalents to the Participant, or in a form which would permit the Employer to withhold amounts in cash to be deposited in the Plan as Deferral Contributions.

- (c) First Year of Participation. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation which is actually paid or made available to the Eligible Employee during

the Plan Year. With respect to the first year of participation by a newly Eligible Employee, the Employer may elect in Election 1.05(c)(1) of the Adoption Agreement to limit Compensation to only the portion of such Plan Year in which the Employee is first eligible to participate in the Plan (“participating compensation”) or may elect in Election 1.05(c)(2) of the Adoption Agreement to include Compensation for such entire Plan Year. Such election shall be applicable to the contribution types elected by the Employer. The Employer may elect in Election 1.05(c)(3) of the Adoption Agreement to treat different groups of Participants differently with respect to this provision. Compensation is treated as paid on a date if it is actually paid on that date or it would have been paid on that date but for an election under Code §§ 125, 132(f)(4), 401(k), 403(b), 408(k), 408(p)(2)(A)(i), or 457(b). If the Plan Year and the Limitation Year are based on the same 12-month period, the Employer may choose to include in Compensation amounts earned but not paid during the Plan Year solely because of the timing of pay periods and pay dates, provided that:

- (1) such amounts are paid during the first few weeks of the next Plan Year;
- (2) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants if the Plan is subject to ERISA; and
- (3) no such amounts are included in more than one Plan Year (the “first few weeks rule”).

Such amounts paid under the first few weeks rule will be included in Includible Compensation only for purposes of testing under Code § 415 and will not be included in Compensation for allocation purposes.

- (d) Compensation for Nonelective Employer Contributions in Short Initial Plan Year. Regardless of the Employer’s selection in Election 1.05(c) of the Adoption Agreement, if the initial Plan Year of a new Plan consists of fewer than 12 months from the Effective Date through the end of the initial Plan Year, then, for purposes of determining the amount of Nonelective Employer Contributions (other than Safe Harbor Nonelective Employer Contributions), the Employer may elect in Election 1.05(d)(1) of the Adoption Agreement to determine Compensation using the 12-month period ending on the last day of the initial Plan Year for all Participants. Alternatively, the Employer may elect in Election 1.05(d)(2) of the Adoption Agreement to determine Compensation using the 12-month period ending on the last day of the initial Plan Year only for those Employees who become Active Participants on the Effective Date of the Plan; for all other Employees, only Compensation for the period in which they are eligible shall be used.
- (e) Compensation During Period of Qualified Military Service. During a period of qualified military service, a Participant is deemed to receive Compensation equal to that which such Participant would have received had such Participant remained employed by the Employer, based on such Participant’s rate of pay that would have been in effect for such Participant during the period of qualified military service. If the Compensation during such period would have been uncertain, the Administrator shall use such Participant’s actual average Compensation for the 12-month period immediately preceding the period of qualified military service, or if less, for the period of employment to determine such Participant’s deemed Compensation.
- (f) Deemed Includible Compensation for Certain Former Employees. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and the Nonelective Employer Contributions Addendum to provide Nonelective Employer Contributions for certain former Employees as described in Section 5.10(a)(4), a former Employee is deemed to have monthly Includible Compensation for purposes of Section 6.02(c) for the period beginning with the first month after the Employee has a Severance from Employment and through the end of the next five taxable years. Except as provided in Treas. Reg. § 1.403(b)-4(d), the amount of the deemed monthly Compensation is equal to 1/12 of the amount of Compensation the former Employee received from the Employer that is includible in gross income for the most recent period (ending not later than the close of the taxable year) which constitutes one Year of Service. No contribution shall be made after the end of the Participant’s fifth taxable year following the year in which the Participant had a Severance from Employment.

(g) Deemed Disability Compensation for Certain Disabled Employees. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and the Nonelective Employer Contributions Addendum to provide Nonelective Employer Contributions for certain Disabled Employees as described in Section 5.10(a)(6), a Participant is deemed to have Deemed Disability Compensation. Deemed Disability Compensation is the Compensation the Participant would have received for the year if the Participant were paid at the same rate as applied immediately prior to the Participant becoming permanently and totally disabled (as defined in Code § 22(e)(3)) if such Deemed Disability Compensation is greater than such Participant's actual Compensation as determined without regard to this Section 2.16(g).

(h) Annual Compensation Limit (Code § 401(a)(17) Limit).

(1) In General. Section 2.16(h) does not apply if the Plan is a non-electing Church Plan. The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$330,000, as adjusted for cost-of-living increases in accordance with Code § 401(a)(17) for periods after January 1, 2023, except as provided in Treas. Reg. § 1.401(a)(17)-1(d)(4)(ii) with respect to eligible Participants in Governmental Plans. A "determination period" means the Plan Year or other 12-consecutive-month period over which Compensation is otherwise determined for purposes of the Plan (for example, the Limitation Year). The annual Compensation limit under Code § 401(a)(17) shall be adjusted by the Secretary to reflect increases in the cost of living, as provided in Code § 401(a)(17)(B); provided, however, that the dollar increase in effect on January 1 of any calendar year is effective for determination periods beginning in such calendar year. If a Plan determines Compensation over a determination period that contains fewer than 12 calendar months (a "short determination period"), then the Compensation limit for such "short determination period" is equal to the Compensation limit for the calendar year in which the "short determination period" begins multiplied by the ratio obtained by dividing the number of months (counting any portion of a month as a whole month) in the "short determination period" by 12; provided, however, that such proration shall not apply if there is a "short determination period" due to the Employer's election in Election 1.05(c)(1) of the Adoption Agreement to determine contributions based only on Compensation paid during the portion of the Plan Year during which an individual was an Active Participant.

(2) Impact on Deferral Contributions. Rather than requiring an Active Participant to cease making Deferral Contributions for a Plan Year after the Participant's Compensation has reached the annual Compensation limit under Code § 401(a)(17), an Active Participant may make Deferral Contributions until the Participant's total Deferral Contributions for a Plan Year equals the least of: (i) the product of (x) the amount of the Active Participant's Compensation received during the Plan Year multiplied by (y) the deferral limit specified in Election 1.07(a) or 1.07(a)(1) of the Adoption Agreement; (ii) the maximum dollar amount described in Election 1.07(a)(2), if any; or (iii) the Elective Deferral Limit described in Section 6.03(a). Also, rather than requiring an Active Participant to cease making Employee After-Tax Contributions once the annual Compensation limit is reached, an Active Participant may make Employee After-Tax Contributions until the Participant's total Employee After-Tax Contributions for a Plan Year equals the least of: (i) the product of (x) the amount of the Active Participant's Compensation received during the Plan Year multiplied by (y) the contribution limit specified in Election 1.08(a) or 1.08(a)(1) and, if applicable for such Participant, any additional restrictions described in the Additional Provisions Addendum to the Adoption Agreement; (ii) the maximum dollar amount described in Election 1.08(a)(2), if any; or (iii) any limit on Employee After-Tax Contributions in Section 6.01, as applicable. In applying any Plan limitation on the amount of Matching Employer Contributions, or any Plan limitation on Deferral Contributions or Employee After-Tax Contributions which are subject to Matching Employer Contributions where such limits are expressed as a percentage of Compensation, the Administrator may (A) apply the Compensation limit under this Section 2.16(h)(2) annually, even if the Matching Employer Contribution formula is applied on a per pay period basis or is applied

over any other time interval which is less than the full Plan Year or (B) pro rate the Compensation limit.

- (i) Lower Compensation Limit. The Employer may elect in the Compensation Addendum to the Adoption Agreement to limit the amount of Compensation recognized for purposes of determining benefits under the Plan (other than Safe Harbor Employer Contributions) on the basis of contribution type and with respect to all Participants or Highly Compensated Employees only.
- (j) Compensation for Nondiscrimination Testing Purposes. This Section 2.16(j) does not apply if the Plan is a Non-ERISA Plan. The definition of Compensation used for nondiscrimination testing purposes, if applicable, shall be referred to as “testing compensation.” “Testing compensation” means the base compensation definition elected by the Employer in Election 1.05(a) of the Adoption Agreement. However in lieu of such definition and in the discretion of the Employer or Administrator, the Employer or Administrator may specify any other definition of compensation allowable under Code § 414(s) or applicable guidance or regulations issued thereunder, or the definition of Includible Compensation under Section 6.02(c). “Testing compensation” shall be based on the amount actually paid to a Participant during the “testing year” or, at the option of the Employer or Administrator, during that portion of the “testing year” during which the Participant is an Active Participant; provided, however, that if the Employer elected different Eligibility Service requirements for purposes of eligibility to make Deferral Contributions and to receive Matching Employer Contributions, then “testing compensation” must be based on the amount paid to a Participant during the full “testing year.”
- (k) Compensation Based on Different 12-Month Period. The Employer may elect in the Compensation Addendum to the Adoption Agreement to use a twelve-month period to measure Compensation for purposes of certain contribution types based on a fiscal year other than the Plan Year.

2.17 **“Contribution Period”** means the period for which Matching Employer Contributions and Nonelective Employer Contributions are calculated and made. The Contribution Period for Matching Employer Contributions is the period described in Section 5.08(e). The Contribution Period for Safe Harbor Matching Employer Contributions is described in Section 6.08(d). The Contribution Period for Nonelective Employer Contributions is described in Section 5.10(d). The Contribution Period for Safe Harbor Nonelective Employer Contributions shall be the Plan Year. The Contribution Period for Nonelective Employer Contributions allocated under an integrated formula or pursuant to the Prevailing Wage Contribution formula provided in the Nonelective Employer Contributions Addendum shall be the Plan Year.

2.18 **“Custodial Account”** means custodial account or accounts, as defined in Code § 403(b)(7), established for each Participant by the Employer (in the case of a group Custodial Account) or by each Participant individually (in the case of an individual Custodial Account) to hold assets of the Plan. A Custodial Account may permit access to a separate self-directed brokerage account which is subject to the terms of the Plan and the Custodial Account. Subject to the terms governing the applicable Custodial Account, applicable law and the Plan, amounts held in a Custodial Account may be invested in any assets permitted under Code § 403(b)(7) from time to time, including but not limited to regulated investment company stock, a group trust intended to satisfy the requirements of Revenue Ruling 81-100 (or any successor guidance) or a Lifetime Income Investment.

2.19 **“Custodian”** means a bank or person who qualifies as a non-bank custodian under Code § 401(f)(2) and who accepts the position of Custodian by entering into a separate agreement to establish a Custodial Account.

2.20 **“Deferral Contributions”** means the contributions described in Section 5.03. The term “Deferral Contributions” includes Roth 403(b) Contributions made to the Plan pursuant to a salary reduction agreement, if elected by the Employer in Election 1.07(c) of the Adoption Agreement.

2.21 **“Denominational Service”** means a person’s completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code § 501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed

minister of a church. The Participant must inform the Employer of Denominational Service for purposes of the Plan. The Employer may elect to limit Denominational Service for purposes of determining the Special Section 403(b) Catch-Up Contributions in Election 1.07(b)(2)(A) of the Adoption Agreement.

- 2.22** “**Differential Wage Payment**” means compensation paid to an Employee by the Employer with regard to military service, which meets the definition of differential wage payment as defined in Code § 3401(h)(2).
- 2.23** “**Disability**” or “**Disabled**” means that an individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration or as otherwise defined in Code § 72(m)(7). The permanence and degree of such impairment shall be supported by medical evidence. For purposes of the Plan, a Participant is considered Disabled on the date the Administrator determines the Participant satisfies the definition of Disability based on the Administrator’s procedures, which may include a physical examination, and which will be applied in a nondiscriminatory manner if the Plan is an ERISA Plan. Solely for purposes of Annuity Contracts distributing amounts not attributable to Deferral Contributions, “Disabled” shall have the same meaning as the first sentence of this Section 2.23 unless an alternative definition is provided in the applicable Investment Arrangement or elected by the Employer in Election 1.15(a) of the Adoption Agreement. If the Plan is a Safe Harbor Non-ERISA Plan, the Employer shall not have any discretionary authority to determine whether a Participant meets the definition of Disabled.
- 2.24** “**DOL Reg.**” means the regulations issued by the Department of Labor (“DOL”) as the official interpretations of ERISA. “**DOL Reg. §**” refers to a specific section or subsection of such regulations.
- 2.25** “**EACA**” means an eligible automatic contribution arrangement described in Section 5.03(d)(2).
- 2.26** “**Early Retirement Age**” means the early retirement age, if any, specified by the Employer in Election 1.14(b) of the Adoption Agreement and/or the Additional Provisions Addendum.
- 2.27** “**Effective Date**” means the “Adoption Agreement Effective Date” specified by the Employer in Election 1.01(f)(1) of the Adoption Agreement. Any Effective Date which is given in the Plan shall be construed to mean that the prior provision or merging plan existed until the last second of the last day prior to such Effective Date and that the new provision or merger is effective on the first second of such Effective Date. Notwithstanding the foregoing:
- (a) Some provisions of the Plan are only effective beginning as of a specified date or until a specified date as described in the Basic Plan Document, Adoption Agreement or an Addendum, as applicable, and are exceptions to the general Plan Effective Date. Such special effective dates shall apply if elected by the Employer in Election 1.01(f)(3) of the Adoption Agreement and described in the Special Effective Dates Addendum.
 - (b) In the event that another plan is merged into and made a part of the Plan on or after the Effective Date (a “merged-in plan”), certain Plan provisions shall be modified for Participants previously participating in the merged-in plan if elected by the Employer in Election 1.01(f)(4) of the Adoption Agreement and as described in the Plan Mergers Effective Dates Addendum.
 - (c) If the Plan is a restated Plan, the Plan provisions set forth herein apply only to Employees who have a Severance from Employment on or after the Adoption Agreement Effective Date set forth in Election 1.01(f)(1) of the Adoption Agreement, except as otherwise set forth herein.
 - (d) Notwithstanding any provision of the Plan to the contrary, with respect to the Deferral Contributions portion of a Plan, the Effective Date cannot be earlier than the date on which the Plan is adopted.
- 2.28** “**Elapsed Time Method**” means the service crediting method described in Treas. Reg. § 1.410(a)-7, by which an Employee’s entitlement to Eligibility Service and/or Vesting Service is generally determined with reference to the total period of time which elapses while the Employee is employed with the Employer or a Related Employer.
- 2.29** “**Eligibility Computation Period**” means the period of time used to determine an Employee’s eligibility to participate in the Plan as described in Section 3.03.

2.30 “**Eligibility Service**” means an Employee’s service that is taken into account in determining an Employee’s eligibility to participate in all or a portion of the Plan as described in Section 3.02. Eligibility Service shall be determined in accordance with Article 3.

2.31 “**Eligible Employee**” means any Employee who is eligible to participate in all or part of the Plan. Employees may not be excluded from eligibility to participate in the Plan for purposes of making Deferral Contributions, unless (1) the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or (2) the Employer is a Church. All Employees are eligible to participate in the Plan except for Leased Employees or any Employee who is a resident of Puerto Rico. The Employer may elect to restrict participation in the Plan to Employees who are covered by certain collective bargaining agreement(s) in Election 1.04(d)(1)(B) of the Adoption Agreement. The Employer may elect to exclude certain groups of Employees from participating in all or part of the Plan in Election 1.04(d)(2) of the Adoption Agreement. For purposes of Election 1.04(d)(2) of the Adoption Agreement, the following terms shall have the following meanings:

- (a) Employees Eligible Under Another 403(b) Plan. Employees who are eligible under another § 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
- (b) Employees Eligible Under Employer’s 457(b) Plan. Employees who are eligible under a § 457(b) eligible governmental plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
- (c) Employees Eligible Under Employer’s 401(k) Plan. Employees who are eligible to make a cash or deferred election (as defined at Treas. Reg. § 1.401(k)-1(a)(3)) under a § 401(k) plan of the Employer.
- (d) Nonresident Aliens. Employees who are nonresident aliens (within the meaning of Code § 7701(b)(1)(B)) and who receive no earned income (within the meaning of Code § 911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code § 861(a)(3)).
- (e) Student Employees. Employees who are students performing services described in Code § 3121(b)(10), subject to the conditions applicable under Code § 410(b)(4).
- (f) Employees Who Normally Work Less than 20 Hours per Week. An Employee is considered to normally work fewer than 20 hours per week if, for the 12-month period beginning on the Employee’s Employment Commencement Date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service (as defined in Section 2.46) 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 Employee’s Employment Commencement Date or in any Exclusion Year beginning immediately after the 12-month period beginning on the Employee’s Employment Commencement Date with the Employer shall then be eligible to participate in the Plan with respect to Deferral Contributions, unless the Plan is a non-electing Church Plan (with respect to Deferral Contributions) or a Non-ERISA Plan (with respect to Employer Contributions). Once an Employee becomes eligible to make Deferral Contributions under the Plan under this standard, the Employee cannot be excluded from eligibility to make Deferral Contributions in any later year under this standard, unless the Plan is a non-electing Church Plan (with respect to Deferral Contributions) or a Non-ERISA Plan (with respect to Employer Contributions). The “Exclusion Year” shall be the Eligibility Computation Period described in Section 3.03(a). The Employer may choose a number of Hours of Service less than 20 per week, in which case the 1,000 Hours of Service requirement shall be adjusted pro-rata.
- (g) Collectively Bargained Employees. Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives. If the Employer elects in Election 1.04(d)(2)(A) of the Adoption Agreement to exclude collectively bargained employees from the eligible class, the exclusion applies to any Employee of the Employer

included in any unit of Employees covered by a collective bargaining agreement between employee representatives and one or more Employers if retirement benefits were the subject of good faith bargaining and if two percent (2%) or less of the Employees who are covered pursuant to that agreement are professional as defined in Treas. Reg. § 1.410(b)-9, unless the collective bargaining agreement requires the Employee to be covered under the Plan. The term “employee representatives” does not include any organization more than half the members of which are owners, officers, or executives of the Employer.

- (h) Highly Compensated Employees. Employees who are Highly Compensated Employees as defined in Section 2.45.
- (i) Per Diem Employees. Employees employed on an as-needed basis by the Employer, subject to the restrictions on excluding Employees who normally work fewer than 20 hours per week as described in Section 2.31(f).
- (j) Acquired Employees. Employees who became Employees as the result of a transaction described in Code § 410(b)(6)(C). These Employees shall be excluded during the period beginning on the date of the transaction and ending on a date that is not later than the earlier of the last day of the first Plan Year beginning after the date of the transaction or the date of a significant change in the Plan or in the coverage of the Plan. For this purpose, “Employee” includes any Employee of the Employer and of any Related Employer that is an Eligible Employer within the meaning of Treas. Reg. § 1.403(b)-2(b)(8).
- (k) Irrevocable Election Out of Participation. If elected in the Coverage Addendum to the Adoption Agreement by the Employer, the Plan allows Eligible Employees to irrevocably elect out of participation in the Plan. If the Plan ceases to permit such an election, all such Employees who previously made such irrevocable election shall continue to be excluded from participation in the Plan. Alternatively, the Employer may elect in the Coverage Addendum to the Adoption Agreement that the Plan previously contained a provision allowing employees to irrevocably elect out of the Plan, but no longer permits such elections; all such Employees who made such an election shall continue to be excluded from participation in the Plan. The Administrator shall maintain records of all Employees who made such an election.

2.32 **“Employee”** means a common law employee of the Employer maintaining the Plan or any other employer aggregated with the Employer under Code §§ 414(b), (c), (m), or (o) and the Treasury Regulations thereunder. If the Plan is a Governmental Plan, Employee means an employee of the Employer maintaining the Plan or any other employer aggregated with the Employer in a manner consistent with Notice 89-23. The term Employee does not include independent contractors or Leased Employees, except to the extent described in Section 2.52. An individual receiving a Differential Wage Payment from the Employer is treated as an Employee. The definition of Employee is subject to the following:

- (a) Public Schools. If the Employer is a Public School, “Employee” means each individual who is a common law employee of a State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the Employee’s compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee 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.
- (b) Churches and Church-Related Organizations. If the Employer is a Church or Church-Related Organization, “Employee” shall also include a self-employed minister described in Code § 414(e)(5)(A)(i)(I) or a minister described in Code § 414(e)(5)(A)(i)(II).
- (c) Reclassified Employees. Notwithstanding anything herein to the contrary, if the Employer does not treat a person as a common law employee (including but not limited to independent contractors, persons the Employer pays outside of its payroll system and out-sourced workers) but it is subsequently determined under applicable law that such person should have been treated by the

Employer as an Employee for certain earlier time periods (a “Reclassified Employee”), such person shall not be considered an Eligible Employee for purposes of Matching Employer Contributions, Nonelective Employer Contributions, and/or Safe Harbor Contributions unless elected by the Employer in in Election 1.04(d)(3) of the Adoption Agreement. If the Plan is a Church Plan, such person shall not be considered an Eligible Employee for purposes of Deferral Contributions, as well as Matching Employer Contributions, Nonelective Employer Contributions, and/or Safe Harbor Contributions, unless and to the extent elected by the Employer in Election 1.04(d)(3) of the Adoption Agreement.

- 2.33** “**Employee After-Tax Contributions**” means any contribution to the Plan (other than Roth Deferral Contributions, Rollover Contributions, Mandatory Contributions, and transfers) made by the Employee and includible in gross income. Employee After-Tax Contributions shall be maintained under a separate account to which earnings and losses are allocated, as further described in Section 5.04.
- 2.34** “**Employer**” means the tax-exempt section 501(c)(3) organization, Public School or other entity that has adopted the Plan. The Employer identified in Election 1.02(a) of the Adoption Agreement which has adopted the Plan by executing the Adoption Agreement is the “Adopting Employer.” Each Employer must be an eligible Employer within the meaning of Treas. Reg. § 1.403(b)-2(b)(8). The term “Employer” includes every Related Employer for purposes of the following, to the extent applicable based on the Plan’s status as a Governmental Plan, Church Plan, ERISA Plan, or Safe Harbor Non-ERISA Plan: crediting Service and Hours of Service, determining Years of Eligibility Service, Years of Vesting Service and Breaks in Service, determining Severance from Employment, applying the coverage test under Code §410(b), applying the Annual Additions Limit to 403(b) plans and nondiscrimination testing, applying the definitions of Employee, Highly Compensated Employee, Compensation (except as the Employer may elect in its Adoption Agreement relating to allocations), applying the Safe Harbor Employer Contribution provisions, and for any other purpose the Code or the Plan may require. If the Plan is a Safe Harbor Non-ERISA Plan, the activities of the Employer shall be circumscribed as described in Section 2.83.
- 2.35** “**Employment Commencement Date**” means the date on which an Employee first performs an Hour of Service.
- 2.36** “**Entry Date**” means the Effective Date and the date(s) elected by the Employer in Election 1.04(e) of the Adoption Agreement and the Coverage Addendum, if applicable, as of which Eligible Employees may begin to participate in the Plan, subject to the reasonable administrative capabilities of the Administrator and applicable Vendor. The Employer may specify different Entry Dates for purposes of eligibility to participate in the Plan for various contribution types and groups of Participants.
- 2.37** “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time. “**ERISA §**” refers to a specific section or subsection of ERISA.
- 2.38** “**ERISA Plan**” means a § 403(b) plan that is subject to Title I of ERISA. The Plan is an ERISA Plan if elected by the Employer in Election 1.01(b)(5)(A) of the Adoption Agreement or if the Employer fails to meet the requirements of the Safe Harbor Non-ERISA exemption in DOL Reg. § 2510.3-2(f). Although the Provider’s Pre-Approved Plan includes provisions which are identified as not applicable to Governmental Plans, non-electing Church Plans, and/or Non-ERISA Plans, the Employer may elect to apply such provisions as the terms of the Plan in order to facilitate the proper administration of the Plan, if and to the extent elected as a Plan provision by the Employer in the Adoption Agreement, any Addenda and/or Election 1.23(b) of the Adoption Agreement and described in the Protected Benefit Provisions Addendum. Such election shall not cause the Plan to be, or be deemed by any entity to be, subject to ERISA.
- 2.39** “**Exclusion Year**” means the relevant Eligibility Computation Period.
- 2.40** “**401(m) Plan**” means the portion of this Plan or any other plan of the Employer which is subject to the requirements of Code § 401(m).
- 2.41** “**403(b) Safe Harbor Matching Employer Contributions**” or “**Safe Harbor Matching Employer Contributions**” means Safe Harbor Matching Employer Contributions as described in Section 6.08(b)(1). Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions are collectively referred to as Safe Harbor Contributions. If the Plan is a Non-ERISA Plan, references in this

Basic Plan Document and Adoption Agreement to “403(b) Safe Harbor Matching Employer Contributions” or “Safe Harbor Matching Employer Contributions” shall not apply.

- 2.42 “403(b) Safe Harbor Nonelective Employer Contributions” or “Safe Harbor Nonelective Employer Contributions”** means Safe Harbor Nonelective Employer Contributions as described in Section 6.08(b)(2). Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions are collectively referred to as Safe Harbor Contributions. If the Plan is a Non-ERISA Plan, references in this Basic Plan Document and Adoption Agreement to “403(b) Safe Harbor Nonelective Employer Contributions” or “Safe Harbor Nonelective Employer Contributions” shall not apply.
- 2.43 “Fund Share”** means the share, unit, or other evidence of ownership in a Permissible Investment.
- 2.44 “Governmental Plan”** means a governmental plan within the meaning of Code § 414(d). The Plan is a Governmental Plan if elected by the Employer in Election 1.01(b)(2) or 1.01(b)(4) of the Adoption Agreement, and the Employer has elected Election 1.01(b)(5)(B) that the Plan is not subject to ERISA.
- 2.45 “Highly Compensated Employee” or “HCE”** means (a) any Employee who for the preceding year had compensation from the Employer in excess of \$135,000, and, if elected by the Employer in Election 1.06(c) of the Adoption Agreement, was in the top-paid group for the preceding year; and (b) any former Employee who was a Highly Compensated Employee for the year in which such former Employee had a Severance from Employment or at any time after attaining age 55. The \$135,000 compensation threshold amount is adjusted for cost-of-living increases to the extent provided under Code § 414(q) for years after 2022. Whether a former Employee was a Highly Compensated Employee for a determination year that ended on or after the Employee’s 55th birthday, or that was a separation year, is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with Treas. Reg. § 1.414(q)-1T, A-4 and IRS Notice 97-45.

For this purpose, the applicable year of the Plan for which a determination is being made is called a “determination year” and the preceding 12-month period is called a “look-back year.” The “determination year” shall be the “look-back year” unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to make the “look-back year” the calendar year beginning with or within the preceding Plan Year.

The Employer’s elections in Election 1.06(c) and 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) with respect to the definition of HCE shall apply for all subsequent determination years unless changed by the Employer through a Plan amendment. These elections must apply consistently to all retirement plans of the Employer for determination years that begin with or within the same calendar year.

- 2.46 “Hour of Service”** means:
- (a) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, for the performance of duties for the Employer or a Related Employer. These hours shall be credited to the Employee for the computation period in which the duties were performed.
 - (b) Each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the Employer or a Related Employer (including payments made or due from a trust fund or insurer to which the Employer contributes or pays premiums) on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence. If the Plan is an ERISA Plan, Hours of Service shall be calculated in accordance with the provisions of DOL Reg. Sec. §§ 2530.200b-2(b) and (c), which are incorporated herein by reference. In addition:
 - (1) No more than 501 Hours of Service shall be credited under this Section 2.46(b) for any single continuous period (whether or not such period occurs within a single computation period) during which the individual performs no duties, unless the individual performs no duties because of military duty, the individual’s employment rights are protected by law,

and the individual returns to employment with the Employer or a Related Employer during the period that the Participant's employment rights are protected under Federal law;

- (2) Hours of Service shall not be credited under this Section 2.46(b) for a payment which solely reimburses the individual for medically related expenses, or which is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws; and
 - (3) If the period during which the individual performs no duties falls within two or more computation periods and if the payment made on account of such period is not calculated on the basis of units of time, the Hours of Service credited with respect to such period shall be allocated between not more than the first two such Eligibility Computation Periods on any reasonable basis consistently applied with respect to similarly situated individuals.
- (c) Each hour not counted under Section 2.46(a) or (b) for which the Participant would have been scheduled to work for the Employer or a Related Employer during the period that the Participant is absent from work because of military duty, provided the individual's employment rights are protected under Federal law and the individual returns to work with the Employer or a Related Employer during the period that the Participant's employment rights are protected, each such hour to be credited to the individual for the Eligibility Computation Period for which the Participant would have been scheduled to work as required by Code § 414(u) with respect to qualified military service.
 - (d) Each hour not counted under Section 2.46(a), (b), or (c) for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer or a Related Employer. Each such hour shall be credited to the individual for the computation period to which the award or agreement pertains rather than the computation period in which the award, agreement, or payment is made. The same Hours of Service will not be credited under both Sections 2.46(a) or 2.46(b), as the case may be, and this Section 2.46(d). If the Plan is an ERISA Plan, Hours of Service shall be calculated in accordance with the provisions of DOL Reg. Sec. § 2530.200b-2(b) and (c), which are incorporated herein by reference.
 - (e) Hours of Service attributable to a predecessor employer as described in Section 3.09 shall be considered as Hours of Service attributable to the Employer to the extent required under Section 3.09, and if not so required, to the extent elected by the Employer in Election 1.17(a), the Matching Employer Contributions Addendum, the Nonelective Employer Contributions Addendum, and/or the Additional Provisions Addendum of the Adoption Agreement.
 - (f) Equivalency for Hours of Service. If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service shall be credited for each monthly payroll period in which the Participant performs an Hour of Service. Alternatively, the Employer may elect in Election 1.04(b)(4)(A) of the Adoption Agreement and the Coverage Addendum and/or Election 1.16(a)(1) of the Adoption Agreement and the Vesting Schedule Addendum to credit Hours of Service in accordance with one of the other equivalencies as described therein that reflect the options set forth in DOL Reg. § 2530.200b-3(e) for purposes of determining Eligibility Service and/or Vesting Service with respect to all or some Employees, or another method if the Plan is a Non-ERISA Plan. The Administrator shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee, unless the Plan is a Non-ERISA Plan.
- 2.47** **“Inactive Participant”** means any individual who was an Active Participant but is no longer an Eligible Employee and who has an Accrued Benefit under the Plan.
- 2.48** **“Insurance Company”** means the insurance company which issues or offers an Annuity Contract.
- 2.49** **“Investment Arrangement”** means an Annuity Contract, Custodial Account and/or Lifetime Income Investment that satisfies the requirements of Treas. Reg. § 1.403(b)-3 and that is issued or established for funding amounts held under the Plan. The terms governing each Investment Arrangement under the Plan, including any relevant Service Agreements, separate administrative procedures or other documents between the Employer and the Pre-Approved Plan Provider and/or Vendor (or an agent or affiliate of either) relating

to the provision of investment, recordkeeping and other services to the Plan, loan policies, procedures, and documents reflecting administrative procedures (“Investment Arrangement Documentation”) are hereby incorporated by reference in the Plan. In the event of any material conflict between the terms of this Plan and the terms of any Investment Arrangement under the Plan or any other document incorporated by reference under the Plan, the terms of the Plan shall govern. With respect to any Participant, the term “Investment Arrangement” means the Investment Arrangement(s) in which the Participant has an Account. The 403(b) Administrative Addendum to the Adoption Agreement shall include a list of all the Vendors of Investment Arrangements approved for use under the Plan and may be modified from time to time. A modification of the 403(b) Administrative Addendum to the Adoption Agreement to reflect changes is not a formal amendment of the Plan, but the Pre-Approved Plan Provider may require such modifications to be processed as formal amendments of the Plan for recordkeeping purposes.

- 2.50 “Investment Fiduciary”** means the Employer unless the Employer identifies a person, committee, or organization in Election 1.01(c)(2) of the Adoption Agreement to act as the Investment Fiduciary. The Investment Fiduciary shall have the responsibility for all investment-related decisions described throughout the Plan, unless the Employer elects in Election 1.01(c)(2)(A) of the Adoption Agreement to allocate such fiduciary duties as described in the Fiduciary Addendum to the Adoption Agreement. The Investment Fiduciary may, by written instrument, allocate and delegate its fiduciary responsibilities in accordance with ERISA § 405, unless the Plan is a Non-ERISA Plan.
- 2.51 “IRS”** means the Internal Revenue Service. **“IRS Guidance”** means guidance of general applicability appearing in the Internal Revenue Bulletin.
- 2.52 “Leased Employee”** means any individual who provides services to the Employer or a Related Employer within the meaning of Code § 414(n)(6) (the “recipient”) but is not otherwise an employee of the recipient if (1) such services are provided pursuant to an agreement between the recipient and any other person (the “leasing organization”), (2) such individual has performed services for the recipient (or for the recipient and any related persons within the meaning of Code § 144(a)(3)) on a substantially full-time basis for at least one year, and (3) such services are performed under primary direction of or control by the recipient. The determination of who is a Leased Employee shall be made in accordance with any rules and regulations issued by the Secretary of the Treasury or their delegate. Leased Employees are not eligible to participate in the Plan but Compensation paid by the leasing organization to Leased Employees which is attributable to services performed for the Employer or a Related Employer may be treated as Compensation under the Plan for the relevant purposes of nondiscrimination testing, if applicable.
- (a) Safe Harbor Plan Exception. Notwithstanding the foregoing, a Leased Employee is not an employee for purposes of the otherwise applicable nondiscrimination requirements if the leasing organization covers the employee in a safe harbor plan and, prior to application of this safe harbor plan exception, twenty percent (20%) or fewer of the NHCEs, excluding those NHCEs who do not satisfy the “substantially full-time” standard of Code § 414(b)(2)(B), are Leased Employees. A safe harbor plan is a money purchase pension plan providing immediate participation, full and immediate vesting, and a nonintegrated contribution formula equal to at least ten percent (10%) of the employee’s compensation, without regard to employment by the leasing organization on a specified date. The safe harbor plan must determine the ten percent (10%) contribution on the basis of compensation as defined in Code § 415(c)(3) including elective contributions.
- 2.53 “Lifetime Income Investment”** means 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. A Lifetime Income Investment may be held in a Custodial Account, available through an Annuity Contract or otherwise and will be deemed to be an Investment Arrangement.

- 2.54** “**Limitation Year**” means the calendar year. However, if the Participant is in control of an employer as described in Section 6.01(c), the Limitation Year shall be the Limitation Year of the defined contribution plan controlled by the Participant.
- 2.55** “**Mandatory Contributions**” means any Nonelective Employer Contributions made by the Employer to the Plan in accordance with Section 5.05.
- 2.56** “**Matching Employer Contributions**” means any contributions made by the Employer to the Plan in accordance with Section 5.08.
- 2.57** “**Nonelective Employer Contributions**” means any contributions made by the Employer to the Plan in accordance with Section 5.10.
- 2.58** “**Non-ERISA Plan**” means any Plan that is not an ERISA Plan and therefore not subject to Title I of ERISA, including a Governmental Plan, a Church Plan for which an irrevocable election described in Treas. Reg. § 1.410(d)-1 has not been made (a non-electing Church Plan), or a Safe Harbor Non-ERISA Plan.
- 2.59** “**Non-Highly Compensated Employee**” or “**NHCE**” means any Employee who is not a Highly Compensated Employee.
- 2.60** “**Non-Qualified Church-Controlled Organization**” or “**Non-QCCO**” means a church-controlled, tax-exempt organization described in Code § 501(c)(3) that does not meet the definition of a Qualified Church Controlled Organization or QCCO as defined in Section 2.74.
- 2.61** “**Normal Retirement Age**” means the normal retirement age specified by the Employer in Election 1.14(a) of the Adoption Agreement or the Additional Provisions Addendum, if applicable. To the extent permitted by applicable law, if the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of such mandatory age or the age specified in Election 1.14(a).
- 2.62** “**Participant**” means an individual for whom contributions are currently being made or for whom contributions have previously been made under the Plan and who has not received a distribution of the Participant’s entire Accumulated Benefit under the Plan. The term Participant refers to Active Participants and/or Inactive Participants, as appropriate for the context.
- 2.63** “**Participating Employer**” means the following:
- (a) Related Employers. If elected by the Employer in Election 1.02(b)(2) of the Adoption Agreement and the Participating Employers Addendum to the Adoption Agreement, a Participating Employer is any Related Employer which is permitted to participate in the Plan as of the specified effective date. The Adopting Employer may require Related Employers to execute a document through which such Employer agrees to be bound by the terms of the Plan (including the documentation governing the Investment Arrangements) as adopted by the Adopting Employer (a “Participation Agreement”).
 - (b) Related Employers Which Become Unrelated Employers. With respect to any Related Employer which is a Participating Employer, if the common control relationship (as defined in Code §§ 414(b), (c), (m) or (o), or, if the Employer is a Public School, Church or QCCO, as determined by the Employer based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654) of such Participating Employer with the Adopting Employer changes in such a way that such Participating Employer is no longer a Related Employer, then such Employer shall continue to be a Participating Employer if elected by the Employer in the Participating Employers Addendum to the Adoption Agreement. In the absence of such election, such formerly Related Employer shall cease to be a Participating Employer immediately upon such organizational change.
 - (c) Unrelated Employers. If elected by the Employer in Election 1.02(b)(2) of the Adoption Agreement and the Participating Employers Addendum to the Adoption Agreement, the Employer(s) specified by the Employer in the Participating Employers Addendum, which are not and never were Related Employer(s), may be Participating Employer(s), subject to any requirements imposed by the Adopting Employer. Unrelated Employers must execute a “Participation Agreement” (as described in Section 2.63(a)).

- (d) The Adopting Employer must reflect all Participating Employers (whether a Related Employer or an Unrelated Employer) on the Participating Employers Addendum, which must be updated in accordance with the Pre-Approved Plan Provider’s amendment procedures. A Participating Employer is an Employer for all purposes of the Plan except with respect to amending, restating, or terminating the Plan, performing other settlor functions with respect to the Plan, and acting as the Administrator (unless otherwise specified herein or as permitted or directed by the Administrator).
- 2.64** **“Permissible Investment”** means each investment available for investment of assets of the Plan through an Investment Arrangement. Such term may include an Annuity Contract, Lifetime Income Investment, and/or Custodial Account.
- 2.65** **“Plan”** means the Code § 403(b) plan established by the Adopting Employer and identified in Election 1.01(a) of the Adoption Agreement in the form of the Pre-Approved Plan as set forth herein as a new plan or as an amendment and restatement of an existing plan, by executing the Adoption Agreement, together with any and all amendments hereto. The Plan also includes the documentation governing the Investment Arrangement(s), and such other list(s), policies and procedures, and/or written document(s) (including but not limited to Service Agreements, plan administration manuals, loan policies, or other directions documents provided by the Employer), which, when properly executed or otherwise put into effect, fully describe the Plan and practices of the Employer with respect to the Plan from and after the Adoption Agreement Effective Date, to the extent such documents do not materially conflict with the terms of the Plan as set forth in the Pre-Approved Plan (that is, the Adoption Agreement #001 and Basic Plan Document #01).
- 2.66** **“Plan Year”** means the 12-consecutive-month time period ending on the date specified by the Employer in Election 1.01(d) or 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), except that the initial Plan Year of a new Plan may consist of fewer than 12 months calculated from the Effective Date identified in Election 1.01(f)(1) of the Adoption Agreement through the end of such initial Plan Year. In the event the Plan has a short Plan Year consisting of fewer than 12 months, the otherwise applicable limits and requirements that are applied on a Plan Year basis shall be prorated, but only if and to the extent required by law.
- 2.67** **“Pre-Approved Plan”** means the Pre-Approved Plan Provider’s § 403(b) plan as approved by the IRS, which consists of Adoption Agreement #001 (including Addenda) and Basic Plan Document #01. The IRS’ approval is evidenced by the Opinion Letter issued by the IRS and provided to the Pre-Approved Plan Provider and available to the Employer.
- 2.68** **“Pre-Approved Plan Provider”** or **“Provider”** means Fidelity Workplace Services LLC or its successor.
- 2.69** **“Public School”** means a State-sponsored educational organization described in Code § 170(b)(1)(A)(ii) (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).
- 2.70** **“QACA”** means a qualified automatic contribution arrangement as described in Section 5.03(d)(3). If the Plan is a Non-ERISA Plan, references in this Basic Plan Document and Adoption Agreement to QACA shall not apply.
- 2.71** **“QBOAD”** means a Qualified Birth or Adoption Distribution as described in Section 10.12.
- 2.72** **“QDD”** means a Qualified Disaster Distribution as described in Section 10.11.
- 2.73** **“QDRO”** means a qualified domestic relations order under Code § 414(p), as further described in Section 18.04(a).
- 2.74** **“Qualified Church-Controlled Organization”** or **“QCCO”** means an organization described in Code § 3121(w)(3)(B) and the Treasury Regulations thereunder, and generally refers to any church controlled, tax-exempt organization described in Code § 501(c)(3), other than an organization which:
- (a) Offers goods, services, or facilities for sale, other than on an incidental basis, to the general public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and

- (b) Normally receives more than twenty-five percent (25%) of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

An organization that meets the requirements of both Sections 2.74(a) and (b) is a “Non-Qualified Church-Controlled Organization” or a “Non-QCCO.”

- 2.75 **“Qualified Employee”** means an Employee of a Qualified Organization who has completed at least 15 Years of Service taking into account only employment with the Employer.
- 2.76 **“Qualified Matching Employer Contributions”** or **“QMACs”** means any contributions made by the Employer to the Plan in accordance with Section 5.07.
- 2.77 **“Qualified Nonelective Employer Contributions”** or **“QNECs”** means any contributions made by the Employer to the Plan in accordance with Section 5.09.
- 2.78 **“Qualified Organization”** has the same meaning as provided in Treas. Reg. § 1.403(b)-4(c)(3)(ii) and generally means an educational organization described in Code § 170(b)(1)(A)(ii); a hospital; a health and welfare service agency (including a home health service agency); a church related organization; or any organization described in Code § 414(e)(3)(B)(ii). All entities that are in a Church-Related Organization or an organization controlled by a Church-Related Organization under Code § 414(e)(3)(B)(ii) are treated as a single Qualified Organization (so that Years of Service and any Special Section 403(b) Catch-Up Contributions previously made for a Qualified Employee by a Church or other entity within a Church-Related Organization or an organization controlled by such Church-Related Organization are taken into account for purposes of applying Section 5.03(b)(2)(B) to such Qualified Employee with respect to any other entity within the same Church-Related Organization or organization controlled by a Church-Related Organization). If the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service, except to the extent Denominational Service is limited hereunder by the Employer.
- 2.79 **“Reemployment Commencement Date”** means the date on which an Employee who has had a Severance from Employment with the Employer and all Related Employers is rehired by the Employer or a Related Employer and first performs an Hour of Service following such rehire.
- 2.80 **“Related Employer”** means the following:
 - (a) For any Plan that is not a Governmental Plan, all employers that are eligible employers within the meaning of Treas. Reg. § 1.403(b)-2(b)(8) and that are aggregated with the Employer under Code §§ 414(b) and (c) (each as modified by Code § 415(h), (m) and (o)) and the Treasury Regulations thereunder are considered “Related Employers.” If the Employer is a Church and under common control with other Church-Related Organizations, the Employer may elect, through such administrative procedures that it deems appropriate, under Code §§ 414(c)(2)(C) and (D) to aggregate or disaggregate certain Church-Related Organizations, respectively, for purposes of treatment as a single employer under Code § 414(c).
 - (b) For any Plan that is a Governmental Plan, “Related Employer” means all employers that are eligible employers within the meaning of Treas. Reg. § 1.403(b)-2(b)(8) and that are aggregated with the Employer in a manner consistent with IRS Notice 89-23.
 - (c) Any employer that is not aggregated with the Employer is an **“Unrelated Employer.”**

If the Employer selects in Election (a)(3) of the Participating Employers Addendum to the Adoption Agreement that the term “Employer” includes all Related Employers, an Employer that becomes a Related Employer as a result of an asset or stock acquisition, merger or other similar transaction shall not be considered a “Participating Employer” for periods prior to the first day of the second Plan Year beginning after the date of such transaction, unless the Employer has designated therein to accept such Related Employer as a Participating Employer prior to that date.
- 2.81 **“Rollover Contribution”** means any contributions made (or considered to have been made) by an Employee to the Plan in accordance with Section 5.06.

- 2.82** **“Roth 403(b) Contribution”** means any Deferral Contribution made to the Plan pursuant to Section 5.03(c) that is (i) designated irrevocably by the Participant at the time of the salary reduction agreement as a Roth 403(b) Contribution that is being made in lieu of all or a portion of the pre-tax Deferral Contributions the Participant is otherwise eligible to make under the Plan (including automatic enrollment contributions, if elected by the Employer in Election 1.07(d)(1)(A) of the Adoption Agreement), (ii) treated by the Employer as includible in the Participant’s income at the time the Participant would have received the amount in cash if the Participant had not made a salary reduction agreement (or subject to the automatic enrollment contribution provisions of the Plan) and (iii) intended to satisfy the requirements of Code § 402A.
- 2.83** **“Safe Harbor Non-ERISA Plan”** means a § 403(b) plan intended by the Employer to meet the requirements of the safe harbor exemption under DOL Reg. § 2510.3-2(f) and related guidance. If elected by the Employer in Election 1.01(b)(5)(B)(i) of the Adoption Agreement, this Plan shall be treated by Vendors as a Safe Harbor Non-ERISA Plan unless advised to the contrary by the Employer. The Employer’s activities related to the Plan shall be restricted to those permitted by DOL Reg. § 2510.3-2(f) and related DOL guidance which comply with the safe harbor exemption. Failure of the Employer to meet the requirements of DOL Reg. § 2510.3-2(f) will result in the Plan being deemed to be an ERISA Plan. The instructions and notes provided in the Adoption Agreement describe the provisions of the Pre-Approved Plan document that should not be selected by an Employer if the Plan is intended to be a Safe Harbor Non-ERISA Plan but are for informational purposes only.
- 2.84** **“Service Agreement”** means the written agreement between the Employer and the Pre-Approved Plan Provider (or an agent or affiliate of the Pre-Approved Plan Provider) relating to the provision of services to the Plan and shall include any addendum to the agreement and any other separate written agreement between the Employer and the Pre-Approved Plan Provider (or an agent or affiliate of the Pre-Approved Plan Provider) relating to the provision of services to the Plan.
- 2.85** **“Severance Date/Severance from Employment”** means the date on which 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 under Treas. Reg. § 1.403(b)-2(b)(8) (an “eligible employer”), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed in a capacity that is not employment with an eligible employer. An Employee shall not have a Severance from Employment if the Employee transfers from one Code § 501(c)(3) organization to another § 501(c)(3) organization that is treated as the same Employer or if an Employee transfers from one Public School to another Public School of the same State employer. Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to further limit the circumstances in which a Severance from Employment shall be deemed to occur. Notwithstanding anything herein to the contrary, if an individual terminates or is absent from employment with the Employer and all Related Employers because of qualified military service, such individual shall not be deemed to have had a Severance from Employment if the Participant’s employment rights are protected under Federal law and the Participant returns to employment with the Employer or a Related Employer within the period during which the Participant retains such employment rights, but, if the Participant does not return to such employment within such period, the Participant’s Severance Date shall be the earlier of (i) the first anniversary of the date the Participant’s absence commenced or (ii) the last day of the period during which the Participant retains such employment rights.
- 2.86** **“Spouse”** means the person to whom an individual is married for purposes of Federal income taxes. Any requirement for a § 403(b) plan set forth in the Code that applies because a Participant is married must be applied with respect to a Participant who is married to an individual of the same sex or opposite sex. Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to provide a different definition of Spouse for all Plan purposes (for example, the determination of default Beneficiary designations) other than those for which the Federal definition of Spouse is legally required, including, but not limited to, Section 13.03 related to required minimum distributions and the annuity distribution and Spousal consent requirements of Article 14, to the extent applicable. “Spousal” means a Spouse, or of or relating to a Spouse.

- 2.87** “**State**” means a State, a political subdivision of a State, or any agency or instrumentality of a State. “State” includes the District of Columbia (pursuant to Code § 7701(a)(10)). An Indian tribal government is treated as a State pursuant to Code § 7871(a)(6)(B) for purposes of Code § 403(b)(1)(A)(ii).
- 2.88** “**Treas. Reg.**” means the regulations issued by the Internal Revenue Service, a bureau of the U. S. Department of the Treasury, as the official interpretations of the Code. “**Treas. Reg. §**” refers to a specific section or subsection of the Treasury Regulations.
- 2.89** “**Vendor**” means the provider of an Annuity Contract, Custodial Account and/or recordkeeping services for the Plan, as the context requires. With regard to an Investment Arrangement, the Vendor is the provider or recordkeeper of that Investment Arrangement. With regard to a Participant, the Vendor is the provider or recordkeeper of any Investment Arrangement holding an Account for the Participant. The Plan may have more than one Vendor. A list of Vendors of Investment Arrangements approved for use under the Plan from time to time is set forth in the 403(b) Administrative Addendum to the Adoption Agreement.
- 2.90** “**Vested**” means a Participant or a Beneficiary has an unconditional claim, legally enforceable against the Plan, to the Participant’s Accumulated Benefit or to a portion thereof if not one hundred percent (100%) vested.
- 2.91** “**Vesting Service**” means an Employee’s service that is taken into account in determining the Participant’s Vested interest in the Participant’s Accumulated Benefit, as described in Section 5.11. Vesting Service shall be determined in accordance with Article 3.
- 2.92** “**Year of Eligibility Service**” means the time period described in Section 3.04.
- 2.93** “**Year of 403(b) Service**” means, for purposes of determining Includible Compensation as described in Section 6.02(c) or the Special Section 403(b) Catch-Up Limitation for Employees with 15 Includible Years of Service as described in Section 5.03(b)(2)(B), each annual work period of the Employer during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of such work period 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. A Year of 403(b) Service shall generally include all years of Denominational Service unless limited by the Employer in Election 1.07(b)(2)(A) of the Adoption Agreement. If the Employer is a Church-Related Organization, Denominational Service counts as service with the Qualified Organization in determining a Year of 403(b) Service.
- 2.94** “**Year of Vesting Service**” means the time period described in Section 3.06 and Election 1.16(a) of the Adoption Agreement and, if applicable, the Vesting Schedule Addendum to the Adoption Agreement.

Article 3. Age and Service Requirements

An Eligible Employee who meets the age and Eligibility Service requirements described in Article 3 (to the extent elected by the Employer in Elections 1.04(a) and (b) of the Adoption Agreement, respectively) shall become an Active Participant in the Plan as described in Article 4. The Employer may elect in the Coverage Addendum to the Adoption Agreement to apply different age and Eligibility Service requirements to different groups of Eligible Employees and/or contribution types.

- 3.01** **Age Requirement.** The Employer may elect in Election 1.04(a) of the Adoption Agreement to impose a minimum age requirement for an Employee to be eligible to participate in all or part of the Plan, subject to the following:
- (a) No minimum age requirement shall apply with respect to the ability of an Eligible Employee to become an Active Participant for purposes of making Deferral Contributions to the Plan, unless the Plan is a Church Plan or the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12). If the Plan is permitted to have a minimum age requirement for purposes of making Deferral Contributions, a minimum age elected by the Employer in Election 1.04(a) which is less than age 18 is subject to the terms governing the applicable Investment Arrangement.
 - (b) If the Plan is an ERISA Plan, the required minimum age generally may not exceed age 21. If the Plan is an ERISA Plan and maintained by a tax-exempt employer exclusively for the benefit of

employees of an educational institution described in Code § 170(b)(1)(A)(ii), the Employer may elect in Election 1.04(a)(3)(B) and/or 1.04(a)(4) of the Adoption Agreement and the Coverage Addendum if applicable to require an Employee to attain age 26 to be eligible for Nonelective Employer Contributions and/or Matching Employer Contributions under the Plan, provided that the Participant is one hundred percent (100%) Vested after one Year of Vesting Service.

- (c) Subject to Sections 3.01(a) and 3.01(b), the Employer may elect in Election 1.04(a)(4) of the Adoption Agreement and the Coverage Addendum to apply different minimum age requirements to various Participant groups and/or different types of contributions to the Plan.
- (d) If the Plan is a Safe Harbor Non-ERISA Plan, no minimum age requirement may be imposed by the Employer, subject to the terms governing the applicable Investment Arrangement.
- (e) **Extent of Participation.** An Eligible Employee (as described in Election 1.04(d) of the Adoption Agreement) who has met the minimum age requirement with respect to certain contribution type(s), but who has not met the Eligibility Service requirement with respect to other contribution type(s), shall become an Active Participant as of the relevant Entry Date but only with respect to the contribution type(s) for which the Participant has met the minimum age requirement and provided that the Eligible Employee has met the Eligibility Service requirements described in Section 3.02 with respect to such contribution type(s).

3.02 Eligibility Service Requirement.

- (a) **In General.** The Employer may elect in Election 1.04(b) of the Adoption Agreement and the Coverage Addendum, if applicable, to impose an Eligibility Service requirement for an Employee to be eligible to participate in all or part of the Plan, subject to the universal availability requirements of Code § 403(b)(12)(A)(ii) for eligibility to make Deferral Contributions. The Employer may elect to measure Eligibility Service based on the Elapsed Time Method or the actual Hours of Service for which the Employee has been credited during an Eligibility Computation Period. If the Elapsed Time Method is elected by the Employer, no minimum Hours of Service shall be required. The Employer may elect in Election 1.04(b)(3) of the Adoption Agreement to apply different Eligibility Service requirements for various Participant groups and/or contribution types as described in the Coverage Addendum to the Adoption Agreement.
- (b) **Extent of Participation.** An Eligible Employee (as described in Election 1.04(d) of the Adoption Agreement) who has met the Eligibility Service requirement with respect to certain contribution type(s) but who has not met the Eligibility Service requirement with respect to other contribution type(s) shall become an Active Participant as of the relevant Entry Date but only with respect to the contribution type(s) for which the Participant has met the Eligibility Service requirement and provided that the Eligible Employee has met the age requirements described in Section 3.01 with respect to such contribution type(s).
- (c) **Special Rule Where More than One Year of Eligibility Service Required for Certain Contributions.** If the Employer elects in Election 1.04(b)(2) and/or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable to require an Employee to complete an Eligibility Service requirement of more than 365 days or 12 months, or to require an Employee to complete two Years of Eligibility Service to be eligible for Nonelective Employer Contributions (other than Safe Harbor Nonelective Employer Contributions) or Matching Employer Contributions (other than Safe Harbor Matching Employer Contributions), the Participant shall be one hundred percent (100%) Vested in contributions subject to such Eligibility Service requirement when made.

3.03 Eligibility Computation Period. The following rules apply if the Employer has elected to measure Eligibility Service based on actual Hours of Service during an Eligibility Computation Period in Election 1.04(b)(2)(D) or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable.

- (a) **In General.** 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 (that is, the Eligible Employee's Employment Commencement Date or Reemployment Commencement Date). The subsequent Eligibility Computation Periods are the 12-consecutive month periods commencing with

the first anniversary of the Employee's Employment Commencement Date (the "anniversary period"), unless the Employer elects in Election 1.04(c) of the Adoption Agreement and the Coverage Addendum to the Adoption Agreement to define the subsequent Eligibility Computation Periods as the Plan Year, beginning with the first Plan Year which commences on or after the Employee's Employment Commencement Date or Reemployment Commencement Date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial Eligibility Computation Period (the "Plan Year"). An Employee who is credited with 1,000 Hours of Service 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 shall be credited with two Years of Eligibility Service. The Employer may elect in the Coverage Addendum to the Adoption Agreement to define subsequent Eligibility Computation Periods differently for different contribution types or groups of Employees.

- (b) **Short Eligibility Computation Period.** If an Eligibility Computation Period is less than 12 months due to a Plan amendment, termination of the Plan or the adoption of the Plan with a short initial Plan Year (a "short Eligibility Computation Period"), the Administrator shall prorate any Hours of Service requirement based on the number of calendar days in the short Eligibility Computation Period divided by the number of calendar days in the normal Eligibility Computation Period (with a Plan Year Eligibility Computation Period defined as 365 calendar days), unless the Employer elects in the Coverage Addendum to the Adoption Agreement that Hours of Service shall not be so prorated, prorated based on the number of months (not days) in the short Eligibility Computation Period, or otherwise prorated. Notwithstanding the foregoing, the Employer may elect in the Coverage Addendum to the Adoption Agreement to describe the application of the Hours of Service requirement in the event of a short Eligibility Computation Period in any manner that satisfies the Code, ERISA and/or other applicable law.

3.04 Crediting of Eligibility Service. Eligibility Service shall be credited to an Employee as follows and, if the Plan is an ERISA Plan, in accordance with Treas. Reg. § 1.401(a)(4)-11(d)(3):

- (a) If the Employer has selected a days or months of Eligibility Service requirement using the Elapsed Time Method in Election 1.04(b)(2) or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable, an Employee shall receive credit for the aggregate of all time period(s) commencing with the Employee's Employment Commencement Date or Reemployment Commencement Date and ending on the date a Break in Service begins (except for periods of service which may be disregarded on account of the "rule of parity" described in Section 3.05). Each completed Eligibility Computation Period shall be deemed a Year of Eligibility Service. An Employee shall receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year shall be expressed in terms of days. A day of Eligibility Service shall be credited for each day on which an Employee is credited with an Hour of Service. Months of Eligibility Service shall be measured from the Employee's Employment Commencement Date or Reemployment Commencement Date to the corresponding date in the applicable following month.
- (b) If the Employer has elected a months of Eligibility Service requirement in Election 1.04(b)(2) or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable with a minimum number of Hours of Service during the Eligibility Computation Period, an Employee shall be credited with a Year of Eligibility Service for each Eligibility Computation Period during which the Employee has been credited with the requisite number of Hours of Service per month or has earned the maximum number of Hours of Service specified, as applicable.
- (c) If the Employer has elected the one or two (or more) years of Eligibility Service requirement in Election 1.04(b)(2) or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable with a minimum number of Hours of Service during the Eligibility Computation Period, an Employee shall be credited with a Year of Eligibility Service for each Eligibility Computation Period during which the Employee has been credited with the number of Hours of Service specified.
- (d) An Eligible Employee who has attained the required number of Hours of Service shall be credited with a Year of Eligibility Service on the last day of such Eligibility Computation Period, unless the Employer elects in the Coverage Addendum to the Adoption Agreement that an Employee who

completes the Hours of Service requirement specified in Election 1.04(b)(2) and/or 1.04(b)(3) of the Adoption Agreement and the Coverage Addendum if applicable during an Eligibility Computation Period shall be considered to have completed such requirement on the date of such completion.

- (e) One-Year Hold-Out Rule. This Section 3.04(e) does not apply if the Plan is a Non-ERISA Plan. Notwithstanding the foregoing, the Employer may elect in the Coverage Addendum to the Adoption Agreement to apply the “one-year hold-out Break in Service rule” under ERISA § 202(b)(3) and/or Code § 410(a)(5)(C), as applicable. The “one-year hold-out Break in Service rule” generally requires rehired Employees with one or more one-year Breaks in Service to complete a Year of Eligibility Service before being eligible to participate in the Plan. Once eligible, the Participant becomes an Active Participant retroactively to the first day of the Eligibility Computation Period in which the Participant first completed a Year of Eligibility Service, following the Participant’s most recent Severance Date.
- (f) If the Plan is a Non-ERISA Plan, the Employer may specify in the Coverage Addendum to the Adoption Agreement, in a manner consistent with applicable law, how the Plan treats rehired Employees following a Separation from Service or Break in Service.
- (g) Each period of qualified military service served by a Participant is, upon reemployment with the Employer or a Related Employer, deemed to constitute service with the Employer maintaining the Plan for the purpose of determining Eligibility Service under the Plan as required by Code § 414(u)(8)(B).

3.05 Re-Crediting of Eligibility Service Following Termination of Employment. Section 3.05 (other than Section 3.05(a)) does not apply if the Plan is a Non-ERISA Plan. An Employee whose employment with the Employer and all Related Employers terminates and who is subsequently reemployed by the Employer or a Related Employer shall be re-credited upon reemployment with such Employee’s Eligibility Service earned prior to termination of employment, unless the Employer has elected in the Coverage Addendum to the Adoption Agreement to apply the “rule of parity” under ERISA § 202(b)(4) and/or Code § 410(a)(5)(D), as applicable, to unvested Employees. The “rule of parity” generally permits the Plan to disregard Years of Service earned by a nonvested Participant if the number of the Employee’s one-year Breaks in Service equals or exceeds the greater of five or the number of Years of Service before the period of one-year Breaks in Service.

- (a) If the Plan is a Non-ERISA Plan, the Employer may specify in the Coverage Addendum to the Adoption Agreement, in a manner consistent with applicable law, how the Plan treats pre-break Eligibility Service for rehired Employees following a Separation from Service or Break in Service.

3.06 Vesting Service. Sections 5.11(a) and 5.11(b) describe the Vested status of amounts attributable to a Participant’s Account Balance. If the Employer elects in Election 1.16(c) of the Adoption Agreement to apply one or more vesting schedules to determine a Participant’s Vested interest in certain Matching Employer Contributions and Nonelective Employer Contributions, the Employer must specify the method of determining a Year of Vesting Service in Election 1.16(a) of the Adoption Agreement. A Year of Vesting Service shall be measured pursuant to the Elapsed time Method described in Section 3.06(a) unless the Employer elects in Election 1.16(a)(1) of the Adoption Agreement and the Vesting Schedule Addendum to use the Actual Hours Method described in Section 3.06(b). The Employer may specify in the Vesting Schedule Addendum whether the Actual Hours Method will be applied to all Participants uniformly, or to apply a combination of the Elapsed Time Method and Actual Hours Method to various groups of Participants.

- (a) Elapsed Time Method. If the Elapsed Time Method applies, a Participant shall receive credit for the aggregate of all time period(s) commencing with the Participant’s Employment Commencement Date (or Reemployment Commencement Date) and ending on the Participant’s Severance Date; provided, however, that a Participant who has a Reemployment Commencement Date within the 12-consecutive-month period following the earlier of the first date of the Participant’s absence or the Participant’s Severance Date shall be credited with Vesting Service for the period between the Participant’s Severance Date and the Participant’s Reemployment Commencement Date. Fractional periods of a year shall be expressed in terms of days. Each period of qualified military service served

by a Participant is, upon reemployment with the Employer or a Related Employer, deemed to constitute Vesting Service with the Employer maintaining the Plan for the purpose of determining the nonforfeitability of the Participant's accrued benefits under the Plan as required by Code § 414(u)(8)(B).

- (b) Actual Hours Method. If the Actual Hours Method applies, a Year of Vesting Service shall be credited to a Participant who completes the Hours of Service specified in the Vesting Schedule Addendum to the Adoption Agreement.
- (c) Excluded Service. The Employer may elect in Election 1.16(b) of the Adoption Agreement to disregard service prior to the Plan's original Effective Date described in Election 1.01(f)(2)(B)(iii) of the Adoption Agreement. The Employer may elect in Election 1.16(b)(2) of the Adoption Agreement and the Vesting Schedule Addendum to exclude additional periods of service for purposes of determining Years of Vesting Service.
- (d) Vesting Acceleration Events. Notwithstanding the Vesting Service requirements elected by the Employer and any Vesting schedules elected by the Employer in Election 1.16(c) of the Adoption Agreement, the Employer may elect in Election 1.16(d) of the Adoption Agreement and the Vesting Schedule Addendum if applicable to immediately fully vest any Participant who experiences one or more selected events in all Matching Employer Contributions and Nonelective Employer Contributions, or in either Matching Employer Contributions or Nonelective Employer Contributions. In connection with such vesting acceleration, any last day and/or Hours of Service continuing eligibility requirements otherwise applicable under Elections 1.11(e) and/or 1.12(d) of the Adoption Agreement to receive Matching Employer Contributions and/or Nonelective Employer Contributions, respectively, shall be waived.
- (e) Short Computation Period. If a Vesting Computation Period is less than 12 months due to a Plan amendment, termination of the Plan or the adoption of the Plan with a short initial Plan Year (a "short Vesting Computation Period"), the Administrator shall prorate any Hours of Service requirement based on the number of calendar days in the short Vesting Computation Period divided by the number of calendar days in the normal Vesting Computation Period (with a Plan Year Vesting Computation Period defined as 365 calendar days), unless the Employer elects in the Vesting Schedule Addendum to the Adoption Agreement that Hours of Service shall not be so prorated, prorated based on the number of months (not days) in the short Vesting Computation Period, or otherwise prorated. Notwithstanding the foregoing, the Employer may elect in the Vesting Schedule Addendum to the Adoption Agreement to describe the application of the Hours-of-Service requirement in the event of a short Vesting Computation Period in any manner that satisfies the Code, ERISA and/or other applicable law.

3.07 Vesting Computation Period. The Vesting Computation Period shall be the 12-consecutive month period beginning on the Employee's Employment Commencement Date (or Reemployment Commencement Date) and each anniversary thereof (the "Anniversary Year"), unless the Employer elects in the Vesting Schedule Addendum to the Adoption Agreement that the Vesting Computation Period shall be the Plan Year, as follows: each Participant's first Vesting Computation Period shall be the 12 months beginning on the Employee's Employment Commencement Date (or Reemployment Commencement Date), and subsequent Vesting Computation Periods shall be based on the Plan Year beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date (or Reemployment Commencement Date) (the "Plan Year").

- (a) Each period of qualified military service served by a Participant is, upon reemployment with the Employer or a Related Employer, deemed to constitute service with the Employer maintaining the Plan for the purpose of determining Vesting Service under the Plan as required by Code § 414(u)(8)(B).

3.08 Application of Vesting Service to a Participant's Account Following a Break in Service. Section 3.08 (other than Section 3.08(e)) does not apply if the Plan is a Non-ERISA Plan. The following rules describe how Vesting Service earned before and after a Break in Service shall be applied for purposes of determining

a Participant's vested interest in the Participant's Matching Employer and Nonelective Employer Contributions subaccounts (or "sources"):

- (a) If a Participant incurs five consecutive Breaks in Vesting Service, all years of Vesting Service earned by the Employee after such Breaks in Service shall be disregarded in determining the Participant's vested interest in the Participant's Matching Employer Contributions and Nonelective Employer Contributions subaccount balances attributable to employment before such Breaks in Vesting Service. However, Vesting Service earned both before and after such Breaks in Vesting Service shall be included in determining the Participant's Vested interest in the Participant's Matching Employer Contributions and Nonelective Employer Contributions subaccount balances attributable to employment after such Breaks in Vesting Service.
- (b) If a Participant incurs fewer than five consecutive Breaks in Vesting Service, Vesting Service earned both before and after such Breaks in Vesting Service shall be included in determining the Participant's Vested interest in the Participant's Matching Employer Contributions and Nonelective Employer Contributions subaccount balances attributable to employment both before and after such Breaks in Vesting Service.
- (c) One-Year Hold-Out Rule. The Employer may elect in the Vesting Schedule Addendum to the Adoption Agreement to apply the "one-year hold-out rule" described in Code § 411(a)(6)(B), which permits that in the case of any Employee who has had a Break in Service, Years of Vesting Service before such break shall not be taken into account by the Administrator when determining the Vested status of such Participant's Account until such Participant has completed a Year of Vesting Service after being reemployed.
- (d) Rule of Parity. The Employer may elect in the Vesting Schedule Addendum to the Adoption Agreement to apply the "rule of parity" described in Code § 411(a)(6)(D) for purposes of determining Years of Vesting Service. Under the rule of parity, the Administrator shall exclude a Participant's Years of Vesting Service before a Break in Service if: (a) the number of the Participant's consecutive Breaks in Service equals or exceeds five; and (b) the Participant is a non-vested Participant in employer-derived benefits at the beginning of such Break in Service.
- (e) If the Plan is a Non-ERISA Plan, the Employer may specify in the Vesting Schedule Addendum to the Adoption Agreement, in a manner consistent with applicable law, how the Plan treats pre-break Vesting Service for rehired Employees following a Separation from Service or Break in Service.

3.09 Service with Predecessor Employers. If the Plan is the plan of a predecessor employer (by adoption, plan merger or transfer) which previously employed one or more Employees, an Employee's Eligibility Service and Vesting Service shall include years of service with such predecessor employer. In any case in which the Plan is not a plan maintained by a predecessor employer, the Employer may elect in Election 1.17(a) of the Adoption Agreement, the Coverage Addendum and/or the Vesting Schedule Addendum to credit service for any employer described therein as Eligibility Service and/or Vesting Service as described therein. If the Plan is an ERISA Plan, then service crediting shall comply with Treas. Reg. § 1.401(a)(4)-11(d)(3). The Employer may elect in the Matching Employer Contributions Addendum, the Nonelective Employer Contributions Addendum, and/or the Additional Provisions Addendum to the Adoption Agreement to credit periods of service with a predecessor employer for purposes of determining whether a Participant has satisfied the allocation conditions selected by the Employer to receive Matching Employer Contributions, Nonelective Employer Contributions and/or forfeitures, respectively.

3.10 Change in Service Crediting. If the Plan is an ERISA Plan, if an amendment to the Plan or a transfer from employment as an Employee covered under another qualified plan maintained by the Employer or a Related Employer results in a change in the method of crediting Eligibility Service and/or Vesting Service with respect to a Participant between the actual Hours of Service crediting method set forth in DOL Reg. § 2530.200b-2 and the Elapsed Time Method set forth in Treas. Reg. § 1.410(a)-7, each Participant with respect to whom the method of crediting Eligibility Service and/or Vesting Service is changed shall have the Participant's Eligibility Service and/or Vesting Service determined in the manner set forth in Treas. Reg. § 1.410(a)-7(f)(1). Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) as follows (the "alternative approach"): if the method of

crediting Eligibility Service and/or Vesting Service with respect to a Participant changes between the Hours of Service crediting method set forth in DOL Reg. § 2530.200b-2 and the Elapsed Time Method set forth in Treas. Reg. § 1.410(a)-7, each Participant with respect to whom the method of crediting Eligibility and/or Vesting Service is changed shall have his Eligibility Service and/or Vesting Service (for the Eligibility Computation Period or the Plan Year in which the change occurs) determined using either the Hours of Service crediting method for the entire Eligibility Computation Period and/or Plan Year or the Elapsed Time Method for the entire Eligibility Computation Period and/or Plan Year whichever provides the greater period of Eligibility Service and/or Vesting Service.

3.11 Change in Vesting Schedule. If the Plan is an ERISA Plan, if the Plan's vesting schedule is amended and an Active Participant's Vested interest, as calculated by using the amended vesting schedule, is less in any year than the Active Participant's Vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule. An amendment of the Plan to add a Fixed Nonelective Employer Contribution, Discretionary Nonelective Employer Contribution, Safe Harbor Nonelective Employer Contribution, Fixed Matching Employer Contribution, Discretionary Matching Employer Contribution, Additional Matching Employer Contribution, or Safe Harbor Matching Employer Contribution and an accompanying vesting schedule does not constitute an amendment to a vesting schedule under this Section 3.11, unless contributions of the same type exist under the Plan on the effective date of such amendment. Any amendment to the vesting schedule of one contribution type shall not require the amendment of the vesting schedule of any other contribution type, notwithstanding the fact that one or more Participants may be subject to different vesting schedules for different contribution types.

3.12 USERRA – Military Service Credit.

- (a) In General. Notwithstanding any provision of this plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code § 414(u). 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 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.
- (b) Continued Benefit Accrual. An Employee who dies or becomes Disabled while performing qualified military service shall be treated as if the Participant resumed employment on the day preceding the Participant's death or Disability and then terminated employment on account of death or Disability, as applicable, unless and to the extent that the Employer elects to the contrary in the Coverage Addendum to the Adoption Agreement (continued benefit accruals), Election 1.13(a)(1) or Election 1.13(b) and the Additional Provisions Addendum (continuing eligibility requirements) and/or Election 1.16(d)(8) and the Vesting Schedule Addendum (vesting acceleration events). An individual considered reemployed is entitled to accrued benefits that are contingent on the making of, or derived from, Deferral Contributions or Employee After-Tax Contributions only to the extent the individual makes payment to the Plan with respect to such contributions or deferrals. No such payment may exceed the amount the individual would have been permitted or required to contribute had the individual remained continuously employed by the Employer throughout the period of qualified military service. Any payment to such Plan shall be made during the period beginning with the date of reemployment and whose duration is 3 times the period of the qualified military service (but not greater than 5 years).

Article 4. Participation

4.01 Entry Date and Date of Initial Participation.

- (a) In General. Each Eligible Employee shall begin to participate in all or part of the Plan on the Entry Date(s) elected by the Employer in Election 1.04(e) of the Adoption Agreement immediately following or coincident with such Eligible Employee's satisfaction of the relevant age and Eligibility

Service requirements specified by the Employer in Election 1.04(a) and 1.04(b) of the Adoption Agreement, subject to the applicable Vendor's operational capabilities and the Administrator's reasonable administrative procedures. The Employer may elect in the Coverage Addendum to the Adoption Agreement that participation shall occur as of a different Entry Date (for example, immediately preceding, coincident with, or nearest) with respect to satisfaction of the relevant age and Eligibility Service requirements. Notwithstanding anything herein to the contrary, unless the Plan is a Non-ERISA Plan, an applicable Entry Date may not be more than six months after an Eligible Employee satisfies the relevant age and Eligibility Service requirements. The Employer may specify differing Entry Dates for different contribution types and/or Participant groups in Election 1.04(e)(3) of the Adoption Agreement and the Coverage Addendum.

- (b) **Date of Initial Participation/Waiver of Age and Eligibility Requirements.** Notwithstanding anything herein to the contrary, the Employer may elect in Election 1.04(f) of the Adoption Agreement and the Plan Mergers Effective Dates Addendum to waive the relevant age and Eligibility Service requirements specified by the Employer in Election 1.04(a) and 1.04(b) of the Adoption Agreement and permit certain groups of Employees to participate in the Plan as of the effective date of the relevant plan merger, subject to each Vendor's operational capabilities and the Administrator's procedures.
- (c) **Rollover Contributions.** Notwithstanding anything herein to the contrary, the Employer may elect in Election 1.09(a)(1)(A) of the Adoption Agreement to waive the age and Eligibility Service requirements to make Rollover Contributions, subject to the terms governing the applicable Investment Arrangement.
- (d) **New Plan.** Notwithstanding anything herein to the contrary, if the plan is a "new" Plan as elected in Election 1.01(f)(2)(A) of the Adoption Agreement, any Eligible Employee who has satisfied the Plan's age and Eligibility Service conditions and who has reached the relevant Entry Date as of the new Plan's Effective Date is eligible to participate as of the Effective Date of the new Plan, assuming the Employer continues to employ the Employee on that date. Any other Eligible Employee becomes eligible to participate in a new Plan: (1) in accordance with Section 4.01(a); or (2) upon reaching the applicable Entry Date if such Employee had already satisfied the relevant age and Eligibility Service requirements prior to the Effective Date of the new Plan.
- (e) **Restated Plan.** Notwithstanding anything herein to the contrary, if the Plan is a restated Plan as elected in Election 1.01(f)(2)(B) of the Adoption Agreement, the Employer may elect in Election 1.04(f)(2) of the Adoption Agreement that each Employee who was or eligible to be a Participant in the Plan on the day before the restated Plan's Adoption Agreement Effective Date will continue to be a Participant or eligible to participate in the Plan, irrespective of whether such Participant satisfies the eligibility conditions of the restated Plan.

4.02 Frozen Plan. Notwithstanding any other provision of the Plan, if the Employer elects in Election 1.01(g) of the Adoption Agreement that the Plan is a frozen plan, no Eligible Employee who was not already an Active Participant on the date the Plan is frozen shall become an Active Participant while the Plan is frozen. If the Employer amends the Plan to remove the freeze, Eligible Employees shall again become Active Participants in accordance with the provisions of the amended Plan.

4.03 Transfers Out of Covered Employment.

- (a) **In General.** If any Active Participant ceases to be an Eligible Employee but continues in the employ of the Employer or a Related Employer, such Employee shall cease to be an Active Participant, but shall continue as an Inactive Participant until such Participant's entire Account Balance is forfeited or distributed. An Inactive Participant shall not be entitled to receive an allocation of contributions or forfeitures under the Plan for the period that such Participant is not an Eligible Employee. Wages and other payments made to an Inactive Participant by the Employer or a Related Employer for services other than as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contributions to the Account of such Inactive Participant. Inactive Participants shall not be eligible to make Rollover Contributions unless and to the extent elected by the Employer in Election 1.09(a)(1)(B) or 1.09(a)(1)(C) of the Adoption

Agreement and subject to the terms governing the applicable Investment Arrangement. An Inactive Participant shall continue to receive credit for Vesting Service completed during the period that such Participant continues in the employ of the Employer or a Related Employer.

- (b) Certain Former Employees. Notwithstanding the foregoing, if elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and the Nonelective Employer Contributions Addendum, “eligible” former Employees shall be deemed to be an Active Participant solely for the purpose of eligibility to receive Nonelective Employer Contributions with respect to such former Employees’ deemed Includible Compensation in accordance with Section 5.10(a)(4).

4.04 Transfers Into Covered Employment. If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become an Active Participant immediately as of the Participant’s transfer date if such Eligible Employee has already satisfied the applicable age and Eligibility Service requirements and would have otherwise previously become an Active Participant in accordance with Section 4.01. Otherwise, such Eligible Employee shall become an Active Participant in accordance with Section 4.01. Wages and other payments made to an Employee prior to the Participant’s becoming an Eligible Employee by the Employer or a Related Employer for services other than as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contributions to the Account of such Eligible Employee.

4.05 Resumption of Participation Following Reemployment. If an Active Participant who terminates employment with the Employer and all Related Employers is reemployed as an Eligible Employee, the Participant shall again become an Active Participant on the Participant’s Reemployment Commencement Date. If a former Employee is reemployed as an Eligible Employee on or after an Entry Date coinciding with or following the date on which the Participant met the relevant age and Eligibility Service requirements elected by the Employer in Election 1.04(a) and (b) of the Adoption Agreement, respectively, the Participant shall become an Active Participant on the Participant’s Reemployment Commencement Date. Any other former Employee who is reemployed as an Eligible Employee shall become an Active Participant as provided in Section 4.01 or 4.04. Any distribution which a Participant is receiving under the Plan at the time the Participant is reemployed by the Employer or a Related Employer shall cease, except as otherwise required under Section 12.05, the terms governing the applicable Investment Arrangement or as otherwise permitted by the Administrator based on its (if the Plan is an ERISA Plan, nondiscriminatory) procedures, subject to the operational capabilities of the applicable Vendor.

Article 5. Contributions

5.01 Contributions. All contributions made to the Plan under this Article 5 shall be subject to the applicable limitations contained in Article 6. All contributions under the Plan are hereby expressly conditioned on the qualification of the Plan under Code § 403(b).

5.02 Compensation Taken into Account in Determining Contributions. Compensation for purposes of determining contributions shall be determined in accordance with the Employer’s elections in Election 1.05 of the Adoption Agreement and the Compensation Addendum if applicable. Notwithstanding any other provision of the Plan, if the Employer elects in Election 1.01(g) of the Adoption Agreement that the Plan is a frozen plan, the definition of Compensation for purposes of determining contributions shall not include compensation earned after the effective date that the Plan is frozen.

5.03 Deferral Contributions.

- (a) In General.

- (1) Each Eligible Employee who is not excluded under Election 1.04(d) of the Adoption Agreement may elect to have Deferral Contributions made on his or her behalf immediately upon becoming employed by the Employer, subject to the reasonable administrative procedures of each Vendor and, if the Plan is a Church Plan or the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or if otherwise permitted under the Code, the Employer’s elections in Elections 1.04(e) and 1.04(f) of the Adoption Agreement regarding the Entry Date. The Employer may elect in

Election 1.07(a)(1) and/or Election 1.07(a)(2) of the Adoption Agreement to impose a limit on Deferral Contributions. The Administrator shall provide notice of the right to defer no later than 60 days after each Eligible Employee's Employment Commencement Date (or the date that the Eligible Employee meets the relevant age and Eligibility Service requirements) and permit Eligible Employees to make an election up to 60 days after the notice is provided. The Participant's election shall be effective as described in Section 5.03(a)(4). An Active Participant may elect to change or discontinue the amount by which the Participant's Compensation is reduced or execute a new salary reduction agreement in accordance with the procedures established by the Administrator, at least once per Plan Year or more frequently as provided in such procedures.

- (2) An Eligible Employee may elect to participate by executing a salary reduction agreement to reduce such Eligible Employee's Compensation by an amount (and have that amount contributed as a Deferral Contribution on the Participant's behalf to one or more Investment Arrangements) and filing it with the Administrator or its designated agent, subject to any administrative procedures imposed by the Administrator. Such procedures shall be applied to all Participants in a nondiscriminatory manner if the Plan is an ERISA Plan (except as permitted pursuant to Section 6.03). Such salary reduction agreement shall be made through an agreement provided by the Administrator or its designated agent under which the Employee agrees to be bound by all the terms and conditions of the Plan.
- (3) The annual minimum deferral amount established by the Administrator, if any, must be no higher than \$200. The Employer may elect a uniform annual maximum percentage of Compensation deferral limit in Election 1.07(a)(1) of the Adoption Agreement (if the Plan is a Church Plan or the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or if otherwise permitted under the Code) and/or elect to permit deferral elections to be made on a specific dollar basis in Election 1.07(a)(2) of the Adoption Agreement, subject to the applicable Vendor's operational capabilities. If the Plan is an ERISA Plan and the Employer has elected Safe Harbor Matching Employer Contributions in Election 1.11(a)(3) of the Adoption Agreement, a Participant must be permitted to make Deferral Contributions under the Plan sufficient to receive the full Safe Harbor Matching Employer Contribution, if applicable. To satisfy the ACP test (described in Article 6) on the basis of Safe Harbor Matching Employer Contributions, the Plan may not limit Deferral Contributions except as permitted under Treas. Reg. § 1.401(k)-3(c)(6).
- (4) An Employee's salary reduction agreement shall become effective on the first day of the first payroll period for which the Employer can reasonably process the request, subject to the applicable Vendor's operational requirements (such as establishment of an individual Annuity Contract or individual Custodial Account). Any such election shall remain in effect until a new election is filed or otherwise changed with the Employee's consent, subject to the Administrator's reasonable procedures and the applicable Vendor's operational requirements. Subject to the terms governing the applicable Investment Arrangement, an Employee may elect to change or discontinue the Participant's salary reduction agreement amount, choice of Investment Arrangement and designated Beneficiary and such change shall take effect as of the date provided on a uniform basis for all Employees, subject to the applicable Vendor's operational requirements. Unless a salary reduction agreement is otherwise revised, if an Employee is absent from work by leave of absence, Deferral Contributions under the Plan shall continue to the extent that Compensation continues. Under no circumstances may a salary reduction agreement be made retroactively, but, subject to the Employee's right to affirmatively make a new election, the Administrator's procedures and the applicable Vendor's operational requirements: (i) the salary reduction agreement of an Employee who is rehired within 30 days of the Employee's most recent Severance Date will be reinstated with the same election as was in place on the Employee's Severance Date, with no action taken by the Employee; and (ii) in the event of a direct transfer of assets from another 403(b) plan or as

described in Section 17.01, 17.02 or 17.06 to this Plan (such as in the context of a plan merger or spin-off transaction), the Administrator may, in its discretion, establish procedures pursuant to which the salary reduction agreement under the transferor plan of Employees hired by the Employer will continue under this Plan with the same elections as those in place on the date of the Employee's termination of employment with the prior employer, with no action taken by the Employee, subject to applicable law. An Employee's salary reduction agreement may include other elections made by the Employee, such as with respect to Investment Arrangements and allocations among Accounts. An Employee may permit the Employer to make changes to his or her salary reduction agreement, such as automatic adjustments to reflect changes in the Employee's payroll frequency, subject to applicable law.

- (5) Notwithstanding any other provision of this Section or of any Participant's salary reduction agreement, in no event shall a Participant be permitted to make Deferral Contributions in excess of the Participant's "effectively available Compensation." A Participant's "effectively available Compensation" is the Participant's Compensation remaining after all applicable amounts have been withheld (including but not limited to tax withholding and withholding of contributions to a cafeteria plan).
- (6) See Section 5.12(a) regarding the timing of transmitting Deferral Contributions to the Plan.
- (7) Deferral Contributions shall be subject to the limits described in Section 6.03.
- (b) Types of Deferral Contributions. The following types of Deferral Contributions may be made to the Plan to the extent elected by the Employer in Election 1.07 of the Adoption Agreement.
 - (1) Regular Deferral Contributions. If elected by the Employer in Election 1.07(a) of the Adoption Agreement, an Eligible Employee may elect to have amounts deducted from such Eligible Employee's pay as described in Section 5.03(a) and contributed to the Plan as Deferral Contributions, subject to any additional restrictions elected by the Employer therein or as applicable pursuant to Section 5.03(a). The Employer must select Election 1.07(a) of the Adoption Agreement unless the Plan is a Church Plan or the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12).
 - (2) Catch-Up Contributions.
 - (A) Age 50 Catch-Up Contributions. Deferral Contributions made pursuant to this Section 5.03(b)(2)(A) shall be referred to as "Age 50 Catch-Up Contributions." If elected by the Employer in Election 1.07(b)(1) of the Adoption Agreement, an Active Participant who has attained or is expected to attain age 50 or more before the end of the calendar year shall be eligible to make Age 50 Catch-Up Contributions to the Plan in excess of an otherwise applicable Plan limit, up to the maximum amount described in Section 6.04(b)(2) for the applicable Plan Year and subject to any percentage limit elected by the Employer in Election 1.07(b)(1)(A) of the Adoption Agreement. Unless the Plan is a Church Plan, if the Employer permits Age 50 Catch-Up Contributions to its Plan, the right of all Age 50 Catch-up Contribution-eligible Participants to make Age 50 Catch-Up Contributions must satisfy the universal availability requirement of Treas. Reg. §1.414(v)-1(e). If the Employer maintains more than one applicable plan within the meaning of Treas. Reg. §1.414(v)-1(g)(1), and any of the applicable plans permit Age 50 Catch-Up Contributions, then any Age 50 Catch-up Contribution-eligible Participant in any such plans must be permitted to have the same effective opportunity to make the same dollar amount of Age 50 Catch-Up Contributions. Notwithstanding the foregoing, the Employer may elect in Election 1.07(b)(1)(B) of the Adoption Agreement to prohibit Employees covered by a collective bargaining agreement under which retirement benefits were a subject of good faith bargaining from making Age 50 Catch-Up Contributions, unless the bargaining

agreement specifically provides for Age 50 Catch-Up Contributions to be made on behalf of such Participants. Any Plan-imposed limit that is permitted under applicable law and based on total Deferral Contributions including Age 50 Catch-Up Contributions may not be less than seventy-five percent (75%) of a Participant's Compensation.

(B) Special Section 403(b) Catch-Up Limitation for Employees with 15 Includible Years of Service. Deferral Contributions made pursuant to this Section 5.03(b)(2)(B) shall be referred to as "Special Section 403(b) Catch-Up Contributions." If the Employer is a Qualified Organization and if elected by the Employer in Election 1.07(b)(2) of the Adoption Agreement, the applicable dollar amount under Code § 402(g)(1) for any Qualified Employee shall be increased by the least of:

- (i) \$3,000;
- (ii) The excess of (I) \$15,000, over (II) the total Special Section 403(b) Catch-up Contributions made for the Qualified Employee by the Qualified Organization for prior years; or
- (iii) The excess of (I) \$5,000 multiplied by the number of Years of Service of the Employee with the Qualified Organization, over (II) the total Deferral Contributions pursuant to Code §§ 401(k), 408(k)(6), 408(p) or 403(b), other than deferrals under Code § 414(v), made for the Employee by the Qualified Organization for prior years.

(c) Roth 403(b) Contributions.

- (1) In General. If elected by the Employer in Election 1.07(c) of the Adoption Agreement and permitted under the terms governing the applicable Investment Arrangement, a Participant may designate all or a portion of the Participant's future Deferral Contributions made pursuant to a salary reduction agreement (or as otherwise allowed by applicable law) as described in Section 5.03(b) as Roth 403(b) Contributions. Such amounts shall be 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 Deferral Contribution, pursuant to Code § 402A and any applicable guidance or regulations issued thereunder ("Roth 403(b) Contributions"). The Employer may elect in Election 1.07(d)(1)(A) of the Adoption Agreement to treat Automatic Enrollment Contributions described in Section 5.03(d) as Roth 403(b) Contributions. A Participant may change the Participant's designation prospectively with respect to future Roth 403(b) Contributions in accordance with the rules established by the Administrator for Deferral Contributions. Unless specifically stated otherwise, Roth 403(b) Contributions shall be treated as Deferral Contributions for all purposes under the Plan. The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to restrict distributions from Roth 403(b) Contribution subaccounts to "qualified distributions" within the meaning of Code § 402A(d)(2)(A), subject to the applicable Vendor's operational capabilities.
- (2) Separate Accounting. Contributions and withdrawals of Roth 403(b) Contributions shall be credited and debited to the Roth 403(b) Contributions subaccount (or "source") maintained for the Participant under the relevant Investment Arrangement. A record of the amount of Roth 403(b) Contributions in each Roth 403(b) Contributions subaccount shall be maintained. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth 403(b) Contributions subaccount and the Participant's other subaccounts. No contributions other than Roth 403(b) Contributions, in-plan Roth Rollover Contributions and in-plan Roth conversions as described in Sections 5.06(h) and (i), respectively, and properly attributable earnings (or as otherwise permitted by applicable law) shall be credited to a Participant's Roth 403(b) Contributions subaccount.

(d) Automatic Enrollment Contributions.

- (1) In General. If elected by the Employer in Election 1.07(d) of the Adoption Agreement, each Eligible Employee shall be automatically enrolled in the Plan and such Participant's Compensation shall be contributed to the Plan as Deferral Contributions in an "automatic enrollment arrangement" as described below.
- (A) Automatic Enrollment Arrangement. The Plan's automatic enrollment arrangement shall be described in Election 1.07(d)(1) or 1.07(d)(3) of the Adoption Agreement and the Automatic Enrollment Addendum if applicable, as supplemented by the Administrator's separate procedures agreed to by the applicable Vendor. Such procedures shall not be discriminatory if the Plan is an ERISA Plan. The Administrator's separate procedures for the Plan's automatic enrollment arrangement shall be drafted to be consistent with the provisions of the Plan set forth in the Adoption Agreement.
- (B) Participants Covered. All Eligible Employees who do not have an affirmative election in effect regarding Deferral Contributions shall be covered by the Plan's automatic enrollment arrangement ("Covered Employees") except to the extent excluded by the Administrator in separate administrative procedures. The Administrator shall designate the following in separate written procedures: the Eligible Employees to be automatically enrolled (all or only those with a Date of Hire or adjusted Date of Hire after a specific date); whether Participants with an active, affirmative deferral election will be automatically enrolled; whether rehired Employees will be automatically enrolled; and other facts required from time to time. Such procedures shall be nondiscriminatory if the Plan is an ERISA Plan.
- (C) Election Out. The following provisions shall apply with respect to Participants who wish to elect out of automatic enrollment under the Plan:
- (i) Except as provided in Section 5.03(d)(2)(B) with respect to an EACA Participant who elects a permissible withdrawal, an Active Participant's Compensation shall continue to be reduced and Deferral Contributions made to the Plan on the Participant's behalf until the Active Participant affirmatively elects to change or discontinue the percentage by which the Participant's Compensation is reduced by notice to the Administrator in accordance with procedures the Administrator has developed for that purpose. An Eligible Employee may affirmatively elect not to have the Participant's Compensation reduced in accordance with this Section 5.03(d) by notice to the Administrator within a reasonable period ending no later than the date Compensation subject to reduction hereunder becomes available to the Eligible Employee.
- (ii) The Administrator's separate procedures may provide that a Participant's affirmative election out of automatic enrollment expires annually and, in such case, if a Participant fails to elect out of future automatic enrollment on a timely basis, the Participant shall become subject to automatic enrollment and the default deferral percentage as described in the Administrator's separate procedures; provided, however, the Participant may complete a new affirmative election and designate a new deferral percentage at any time.
- (iii) The Administrator's separate procedures may provide that a Participant's Severance from Employment automatically revokes a Participant's affirmative election out of automatic enrollment with regard to Compensation earned after the Participant's Reemployment Commencement Date, if the Participant is rehired.

- (D) Type of Contributions. Automatic Enrollment Contributions shall be made on a pre-tax basis unless the Employer elects in Election 1.07(d)(1)(A) of the Adoption Agreement that Automatic Enrollment Compensation reduction amounts shall be Roth 403(b) Contributions. Unless the Plan is a Non-ERISA Plan, the definition of Compensation must be nondiscriminatory.
 - (E) Automatic Contribution Rate. In addition to the Employer’s specification of the automatic contribution rate in Election 1.07(d)(1) of the Adoption Agreement, the Employer may specify in separate administrative procedures whether the automatic contribution rate shall increase on an annual basis and, if so, the fixed percentage of such increase, and the maximum deferral rate (the “Automatic Increase Cap”), if any. Such procedures are considered Investment Arrangement Documentation, are incorporated by reference in the Plan, and may be obtained by contacting the Plan Administrator. Except as provided herein or if the Employer has specified an increasing rate of automatic contributions, the Employer shall uniformly apply the Plan’s automatic contribution percentage to all Eligible Employees. Notwithstanding the foregoing, automatic contributions shall be reduced or stopped to meet the limitations under Code §§ 402(g)(1)(A) and 415, but the Employer may increase such limitations to the extent permitted under Code §§ 402(g)(7) and/or 414(v), as applicable. The automatic contribution rate shall remain in place for any Participant until the earliest to occur of (1) such Participant electing out; (2) the rate increasing with respect to such Participant; or (3) the Employer amending the Plan to modify or remove the automatic contribution provisions in a manner that will impact such Participant. Notwithstanding anything herein to the contrary, the Employer may amend the Plan or procedures at any time to modify or remove the automatic contribution rate and/or increases with respect to all current and/or future Eligible Employees.
- (2) EACA. If elected by the Employer in Election 1.07(d)(2) of the Adoption Agreement, the Plan shall be an eligible automatic enrollment arrangement described in Code § 414(w) (“EACA”) for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section 5.03(d)(2), the provisions of this Section shall govern. The Plan’s EACA shall be further described in the Administrator’s separate procedures agreed to by the applicable Vendor and shall be definitely determinable and not discriminatory if the Plan is an ERISA Plan
- (A) Excise Tax Relief. If the Employer specifies in the Automatic Enrollment Addendum to the Adoption Agreement or separate procedures to exclude any Eligible Employees, the Plan shall not be eligible for the six-month period for relief from the excise tax of Code § 4979(f)(1).
 - (B) Permissible Withdrawals. If elected by the Employer in Election 1.07(d)(2)(A) of the Adoption Agreement and the Automatic Enrollment Addendum to the Adoption Agreement, a Participant on whose behalf automatic enrollment contributions (“EACA Deferrals”) pursuant to the EACA have been made (“EACA Participant”) may elect to withdraw EACA Deferrals from the Plan, unless prohibited by the terms governing the applicable Investment Arrangement. Withdrawals made pursuant to this provision shall not be subject to any spousal consent requirements imposed by the Plan. If not prohibited, EACA Deferrals may be withdrawn pursuant to the following:
 - (i) Withdrawal Period. The EACA Participant must make any such election to withdraw EACA Deferrals from the Plan within ninety (90) days of the date the Participant’s Compensation is first reduced by EACA Deferrals, unless a shorter period is required by the terms governing the applicable Investment Arrangement. Upon making such an election, the EACA Participant’s Deferral Contribution election shall be set to zero

until such time as the EACA Participant's Deferral Contribution rate is changed under the terms of the Plan. No spousal consent is required for a withdrawal under this Section.

- (ii) Amount of Withdrawal. The amount of such withdrawal shall be equal to the amount of the EACA Deferrals through the earlier of (a) the pay date for the second payroll period that begins after the EACA Participant's withdrawal request and (b) the first pay date that occurs after the end of the thirty-day period beginning on the date the EACA Participant makes the election described in Section 5.03(d)(2)(B)(i), adjusted for allocable gains and losses to the date of such withdrawal, unless the applicable Vendor and the Employer's payroll Vendor are able to accept the EACA Participant's Deferral Contribution election and terminates such Participant's EACA Deferrals at an earlier date. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
 - (iii) Treatment of Withdrawn Amounts. EACA Deferrals distributed pursuant to this Section 5.03(d)(2)(B) are not counted towards the dollar limitation on Deferral Contributions contained in Code § 402(g). Any amounts attributable to Matching Employer Contributions allocated to the Account of an EACA Participant with respect to EACA Deferrals that have been withdrawn pursuant to such permissible withdrawal shall be forfeited. In the event that Matching Employer Contributions would otherwise be allocated to the EACA Participant's Account with respect to EACA Deferrals that have been so withdrawn, the Employer shall not contribute such Matching Employer Contributions to the Plan.
 - (iv) Transition. In the event the EACA Deferral withdrawal provision is removed from the Plan via an amendment, the withdrawal transaction shall continue to be available to EACA Participants who were covered by this provision and who were enrolled automatically prior to the effective date of the provision's removal.
 - (v) Status. An EACA Participant who withdraws EACA Deferrals shall no longer continue to be treated as a Covered Employee and shall not receive the annual EACA notice, unless required by the Administrator pursuant to separate procedures.
- (C) Notice Requirement. The Employer shall provide to each Eligible Employee covered by the EACA a comprehensive notice as follows:
- (i) Timing. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer shall provide each Covered Employee (as defined in Section 5.03(d)(1)(B)) a notice of the Covered Employee's rights and obligations under the EACA as described in Section 5.03(d)(2)(C)(ii), 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 shall 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.

- (ii) Content. The notice shall accurately describe:
 - (I) The amount of automatic enrollment contributions that shall be made on the Covered Employee's behalf in the absence of an affirmative election;
 - (II) The Covered Employee's right to elect to have no automatic enrollment contributions made on his or her behalf or to have a different amount of automatic enrollment contributions made;
 - (III) How automatic enrollment contributions shall be invested in the absence of the Covered Employee's investment instructions; and
 - (IV) The Covered Employee's right under Section 5.03(d)(2)(B) to make a withdrawal of automatic enrollment contributions and the procedures for making such a withdrawal.

- (3) QACA. This Section 5.03(d)(3) shall not apply to the Plan if it is a Non-ERISA Plan. If elected by the Employer in Election 1.07(d)(3) of the Adoption Agreement and as further described in the Automatic Enrollment Addendum to the Adoption Agreement, the Plan shall be considered a qualified automatic contribution arrangement described in Code § 401(k)(13) ("QACA"). The automatic contribution deferral rate shall be consistent with the requirements of the Code. In addition, the Employer must elect in Election 1.11(a)(3)(C) or (D) of the Adoption Agreement to make QACA Matching Employer Contributions or Election 1.12(a)(3)(A) of the Adoption Agreement to make QACA Nonelective Employer Contributions. The Plan's QACA shall be further described in the Administrator's separate procedures agreed to by the applicable Vendor and shall be definitely determinable and not discriminatory if the Plan is an ERISA Plan.
 - (A) Automatic Contribution Rate. The default contribution percentage (the "QACA Rate") shall be the rate specified in the Automatic Enrollment Addendum to the Adoption Agreement, provided that the QACA Rate must be at least three percent (3%) and must increase annually in one percent (1%) increments from at least three percent (3%) in the first year to at least six percent (6%), with a maximum of fifteen percent (15%) (ten percent (10%) for Plan Years beginning before January 1, 2020) or such other amount as may be permitted under Code § 401(k)(13). Upon the Employer's election of a QACA, the Covered Employees specified in the Automatic Enrollment Addendum to the Adoption Agreement who are subject to the Plan's automatic enrollment arrangement and have a current deferral rate lower than the QACA Rate shall have their deferral rate raised to the QACA Rate, and Covered Employees newly subject to the QACA who have a current deferral rate higher than the greater of the QACA Rate or the Automatic Increase Cap specified in the Additional Provisions Addendum shall have their deferral rate reduced to the greater of such QACA Rate or the Automatic Increase Cap. Automatic Enrollment Contributions shall be made on a pre-tax basis unless the Employer elects in the Automatic Enrollment Addendum to the Adoption Agreement that Automatic Enrollment Compensation reduction amounts shall be Roth 403(b) Contributions. The timing of increases to deferral rates shall be as specific in the Automatic Enrollment Addendum.
 - (B) Covered Employees. The Employer shall specify in the Automatic Enrollment Addendum to the Adoption Agreement the groups of Eligible Employees to be covered by the Plan's QACA automatic enrollment provisions ("Covered Employees").

- (4) Church Plans. If the Plan is the plan of a Church, QCCO or Non-QCCO, any state law relating to wage, salary or payroll payment, collection, deduction, garnishment,

assignment, or withholding that would directly or indirectly prohibit or restrict the inclusion of an automatic enrollment arrangement as described in Sections 5.03(d)(1), (2) and (3) shall be preempted by Section 336(c) of the Protecting Americans from Tax Hikes Act of 2015, Pub. L. 114-113 (“PATH Act”).

5.04 Employee After-Tax Contributions.

- (a) In General. If elected by the Employer in Election 1.08(a) of the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, each Active Participant who meets the age and Eligibility Service requirements specified in Elections 1.04(a) and (b) of the Adoption Agreement may elect to make Employee After-Tax Contributions to the Plan in accordance with the rules and procedures established by the Administrator and subject to the requirements specified by the Employer in Elections 1.08(a)(1), 1.08(a)(2) and/or 1.08(a)(3) of the Adoption Agreement and Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), if applicable. A separate subaccount (or “source”) shall be maintained for the Employee After-Tax Contributions of each Participant to which earnings and losses shall be allocated. Employee After-Tax Contributions and earnings thereon are nonforfeitable at all times. If the Plan is an ERISA Plan, Employee After-Tax Contributions are subject to the applicable nondiscrimination requirements described in Article 6.
- (b) Frozen Employee After-Tax Contributions If elected by the Employer in Election 1.08(b) of the Adoption Agreement, Participants may not currently make Employee After-Tax Contributions to the Plan, but Vendors shall maintain frozen Employee After-Tax Contributions subaccounts (or “sources”) as necessary.

5.05 Mandatory Contributions.

- (a) In General. If elected by the Employer in Election 1.08(c) of the Adoption Agreement, the Employer shall deduct from each Eligible Employee’s Compensation the Mandatory Contribution amount elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and contribute such amount to the Participant’s Account. Mandatory Contributions shall be held and administered as pre-tax contributions (unless otherwise permitted by law) and allocated to a separate subaccount (or “source”) within each Participant’s Account. The Employer may specify additional conditions for Mandatory Contributions in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum).
- (b) Condition of Employment Contributions. If elected in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), such Mandatory Contributions shall be required as a condition of employment and no election of the Employee shall be required. Any such contribution shall be allocated as a Nonelective Employer Contribution to the Participant’s Account. Such amounts shall be fully Vested when made and shall not be subject to any allocation conditions.
- (c) Irrevocable Election Contributions. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), Eligible Employees may make a one-time irrevocable election, at or before the time of initial eligibility to participate under any Plan of the Employer, to contribute to the Plan the Mandatory Contribution and participate further in the Plan as elected in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). The Compensation of such Eligible Employees shall be decreased as elected in Election 1.25(a) of the Adoption Agreement (the Additional provisions Addendum) and contributed to the Plan by the Employer as a Nonelective Employer Contribution. Such amounts shall be fully Vested when made and shall not be subject to any allocation conditions. Such amounts shall not be treated as a Deferral Contribution for purposes of Section 6.03.

5.06 Rollover Contributions.

- (a) In General. If elected by the Employer in Election 1.09(a) of the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, the Plan shall accept Rollover Contributions as provided in this Section 5.06. If the Employer elects to permit expanded eligibility to make a Rollover Contribution to the Plan in Election 1.09(a)(1) of the

Adoption Agreement, any Eligible Employee or Inactive Participant who makes Rollover Contributions to the Plan shall be treated as an Active Participant for all purposes under the Plan, except eligibility to have Deferral Contributions made on such Participant's behalf and to receive an allocation of Matching Employer Contributions or Nonelective Employer Contributions, if any.

(b) Eligible Rollover Contributions.

(1) In General. Eligible Employees who have satisfied the age and Eligibility Service requirements to make Deferral Contributions of Election 1.04(a) and (b) of the Adoption Agreement, are not Inactive Participants and are entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan (including as a surviving Spouse or as a Spouse or former Spouse who is an alternate payee under a QDRO) may request to have all or a portion of the Eligible Rollover Distribution paid directly to the Plan as a Rollover Contribution. The Employer may elect in Election 1.09(a)(1) of the Adoption Agreement to expand eligibility to make Rollover Contributions to additional groups.

Notwithstanding the foregoing, the Plan shall not accept the following as Rollover Contributions:

- (A) The contributions excluded by the Employer in the Basic Plan Document, Adoption Agreement and/or the Additional Provisions Addendum as described herein;
- (B) Any rollover of Employee After-tax Contributions that is not made by direct rollover;
- (C) Any rollover from an individual retirement account or annuity described in Code § 408(a) or (b) (excluding a Roth IRA described in Code § 408A) to the extent such amount would not otherwise be includible in the Employee's income; and
- (D) Lifetime Income Investments, unless permitted by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum); and
- (E) In the discretion of the Administrator, any property which could: (i) generate unrelated business taxable income; (ii) create difficulty or undue expense in storage, safekeeping or valuation; (iii) include property the Plan cannot hold; (iv) violate the terms governing the applicable Investment Arrangement(s); (v) not able to be recordkept by the applicable Vendor(s) in such Vendor's normal course of business; or (vi) create other recordkeeping issues for the Plan or any Vendor. The Administrator also may accept the Rollover Contribution on condition that the Participant's or Employee's Account is charged with all expenses associated therewith.

(2) Acceptable Forms of Rollover Contributions. Rollover Contributions shall be made in the form of cash, shares or units of mutual funds or Lifetime Income Investments, and/or promissory notes evidencing a plan loan to the Eligible Employee, as permitted by the Administrator and subject to the terms governing the applicable Investment Arrangement.

(3) Administration. The Administrator may require such documentation from the distributing plan and/or contributing Eligible Employees as it deems necessary to effectuate the rollover in accordance with the Plan and Code § 402 and to confirm that such distributing plan is an Eligible Retirement Plan. The Administrator may develop procedures to govern the Plan's acceptance of Rollover Contributions as it deems necessary and appropriate from time to time, including establishing separate subaccounts and separately accounting for pre-tax and after-tax amounts as described in Section 5.06(g). If a Rollover Contribution is later determined by the Administrator not to have met the requirements of the Plan or applicable law, the Vendor shall, within a reasonable time after such determination is made, and on instructions from the Administrator, distribute to the Employee the amounts then held in the Investment Arrangement attributable to such Rollover Contribution.

- (4) Eligible Rollover Distribution. An Eligible Rollover Distribution means any distribution of all or any portion of a Participant’s benefit under an 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 upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code § 401(a)(9) except to the extent otherwise allowed by law.
 - (5) Eligible Retirement Plan. An Eligible Retirement Plan is a qualified plan described in Code § 401(a), an annuity plan described in Code § 403(a), an annuity contract described in Code § 403(b), an individual retirement account or annuity described in Code § 408(a) or § 408(b), or an eligible governmental plan under Code § 457(b).
- (c) Rollovers of After-Tax Amounts.
- (1) Permitted Unless Prohibited. If the Employer elects in Election 1.09(a) of the Adoption Agreement to permit Rollover Contributions, then, unless prohibited by the Employer in Election 1.09(a)(2) of the Adoption Agreement, the Plan shall also accept an Eligible Rollover Contribution which includes after-tax amounts if and to the extent permitted under the terms governing the applicable Investment Arrangement.
 - (2) Information Regarding Participant Basis Required. A rollover of an Eligible Rollover Distribution that includes after-tax amounts shall only be accepted if the Administrator obtains information regarding the Participant’s tax basis under Code § 72 in the amount rolled over, as described in Section 5.06(g)(1).
- (d) Roth Rollovers. Rollovers of “designated Roth contributions” to the Plan are permitted only if the Plan permits Roth 403(b) Contributions as described in Section 5.03(c).
- (1) Permitted Unless Prohibited. If the Employer elects in Election 1.07(c) of the Adoption Agreement to permit Roth 403(b) Contributions, then, unless prohibited by the Employer in Election 1.09(a)(3) of the Adoption Agreement, the Plan shall accept rollovers of “designated Roth contributions” if and to the extent permitted under the terms governing the applicable Investment Arrangement. The term “designated Roth contributions” means the amount of any salary deferral contribution made to a qualified 401(k) plan, 403(b) plan or governmental 457(b) plan by a Participant that is irrevocably designated by the Participant as being made pursuant to, and intended to comply with, Code § 402A, plus any earnings thereon.
 - (2) Direct Rollover Only. If the Plan accepts rollovers of “designated Roth contributions,” such amounts shall be accepted as a rollover contribution to a Roth Rollover Account only if it is a direct rollover from another designed Roth contribution account under an applicable retirement plan described in Code § 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code § 402(c).
 - (3) Information Required. A rollover of an Eligible Rollover Distribution that includes designed Roth contributions shall only be accepted if the Administrator obtains information regarding the Participant’s tax basis under Code § 72 in the amount rolled over and such other information described in Section 5.06(g)(2).
- (e) Lifetime Income Investments. If permitted by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement, Section 5.06(b)(1)(D) and the applicable Vendor’s operational capabilities, the Plan shall accept a direct trustee-to-trustee transfer of a Lifetime Income Investment distributed from an Eligible Retirement Plan.
- (f) Wrongful Levy Amounts. Unless prohibited by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement, for tax years beginning after December 31, 2017, 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 provided the form of payment is acceptable to the receiving Vendor in its sole discretion. The rollover 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 Code § 6343(f).

(g) Separate Accounting.

- (1) After-Tax Contribution Rollovers. To the extent the Plan accepts direct Rollover Contributions of Employee After-Tax Contributions from a plan qualified under Code § 401(a), a 403(b) plan or a governmental 457(b) plan, the Plan shall separately account for such contributions, including separate accounting for the portion of the Rollover Contribution that is includible in gross income and the portion that is not includible in gross income.
- (2) Roth Rollovers. Except with regard to a rollover made pursuant to Section 5.06(h) or 5.06(i), any rollover of "designated Roth contributions" described in Section 5.06(d) shall be subject to the requirements of Code § 402(c). To the extent the Plan accepts direct Rollover Contributions of "designated Roth contributions," the Plan shall separately account for such contributions in accordance with the provisions of Section 7.01(b), including separate accounting for the portion of the Rollover Contribution that is includible in gross income and the portion that is not includible in gross income, if applicable. If the Plan accepts a direct rollover of "designated Roth contributions," the Administrator and Vendor shall be entitled to rely on a statement from the distributing plan's administrator identifying (i) the Eligible Employee's basis in the rolled over amounts and (ii) the date on which the Eligible Employee's 5-taxable-year period of participation (as required under Code § 402A(d)(2) for a qualified distribution of "designated Roth contributions") started under the distributing plan. If the 5-taxable-year period of participation under the distributing plan would end sooner than the Eligible Employee's 5-taxable-year period of participation under the Plan, the 5-taxable-year period of participation applicable under the distributing plan shall continue to apply with respect to the Rollover Contribution.
- (3) A Participant's Rollover Contributions subaccount (or "source") shall be subject to the terms of the Plan other than the annuity and Spousal consent requirements of Article 14, subject to the terms governing the applicable Investment Arrangement.

- (h) In-Plan Roth Rollover Contributions (applicable to currently distributable amounts only). If elected by the Employer in Election 1.09(b) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, the rules and procedures established by the Administrator and the following, an eligible Participant may elect to have the Vested distributable portions of the Participant's Account, which are not part of an outstanding loan balance pursuant to Article 9, are not "designated Roth contributions," and meet the definition of an "Eligible Rollover Distribution" in Section 13.04(b)(1), be considered "designated Roth contributions" for purposes of the Plan in an "in-Plan Roth rollover contribution" transaction. Such amounts shall be reported for tax purposes as a distribution from the Plan. Eligible Participants under this Section include any Participant, Spousal alternate payee, or Spousal Beneficiary, but the Employer may elect to limit the class of eligible Participants in Election 1.09(b)(1) of the Adoption Agreement to any Participant who is employed by the Employer or Related Employer (or a Spousal alternate payee or Spousal Beneficiary of such a Participant) and has not had a Severance from Employment. The Administrator may apply additional restrictions to in-plan Roth rollover contributions, which shall be nondiscriminatory if the Plan is an ERISA Plan. Any assets treated as in-plan Roth Rollover Contributions under this Section 5.06(h) shall be separately accounted for and shall continue to be subject to the applicable distribution constraints in Article 14 prior to the transaction, if any, but no Spousal consent shall be required for an in-plan Roth rollover transaction. A transaction in accordance with this Section shall not eliminate any applicable Code § 411(d)(6) protected distribution rights attributable to the amount being transacted upon. Such amounts shall be treated as Roth Rollover Contributions for purposes of withdrawal eligibility pursuant to Section 10.05. If

elected by the Employer in Election 1.25(a) (the Additional Provisions Addendum), a Participant may elect to have a portion of the amount that may be distributed as an in-plan Roth Rollover distributed to them for purposes of federal and/or state income taxes related to the transaction, subject to the documentation governing the applicable Investment Arrangement and subject to the Vendor's operational capabilities.

- (i) In-Plan Roth Conversions (applicable to currently distributable amounts and, effective after December 31, 2012, applicable to amounts that are not currently distributable). If elected by the Employer in Election 1.09(c) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, the rules and procedures established by the Administrator and the following, any Participant who is employed by the Employer at such time may elect to have certain Vested portions of the Participant's Account which are not "designated Roth contributions" and are not currently distributable under the Plan be considered "designated Roth contributions" for purposes of the Plan in an "in-plan Roth conversion." The Employer shall specify the contribution types and/or Investment Arrangements which are eligible for in-plan Roth conversion treatment in Election 1.09(c)(1) of the Adoption Agreement, subject to the operational capabilities of the applicable Vendor. Such amounts shall be reported for tax purposes as a distribution from the Plan. Eligible Participants under this Section include any Participant who is employed by the Employer or Related Employer and has not had a Severance from Employment. The Employer may elect in Election 1.09(c)(2) of the Adoption Agreement and Election 1.25(a) (the Additional Provisions Addendum) to apply additional provisions to in-plan Roth conversions, which shall be nondiscriminatory if the Plan is an ERISA Plan. Any assets converted in an in-plan Roth conversion shall be considered a rollover only for purposes of this Section. Any assets converted in an in-plan Roth conversion shall be separately accounted for and shall continue to be subject to the applicable annuity and Spousal consent requirements of Article 14 prior to the transaction, if any, but no Spousal consent shall be required for an in-plan Roth conversion transaction. An in-plan Roth conversion in accordance with this Section shall not eliminate any applicable Code § 411(d)(6) protected distribution rights attributable to the amount being converted. If elected by the Employer in Election 1.25(a) (the Additional Provisions Addendum), a Participant may elect to have a portion of the amount that may be distributed as an in-plan Roth Rollover distributed to them for purposes of federal and/or state income taxes related to the transaction, subject to the documentation governing the applicable Investment Arrangement and subject to the Vendor's operational capabilities.
- (j) Indirect Rollover Contributions. If the Employer elects in Election 1.09(a) of the Adoption Agreement to permit Rollover Contributions, then, subject to the terms governing the applicable Investment Arrangement, the rules and procedures established by the Administrator and the following, the Plan shall accept indirect Rollover Contributions unless prohibited or restricted by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). If permitted, then, unless restricted or excluded by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), the following amounts may be contributed as an indirect Rollover Contribution to the extent permitted by applicable legislation or guidance and within the maximum permissible period of time: (1) Eligible Rollover Distributions; (2) recontributions to the Plan of amounts by Participants who are treated as having received such amounts (such as a Qualified Disaster Distributions as described in Section 10.11, Qualified Birth or Adoption Distributions as described in Section 10.12, and/or CARES Act Distributions as described in Section 10.13) in an eligible rollover distribution and having transferred the amount to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution; and (3) such other amounts permitted to be contributed to the Plan as indirect Rollover Contributions under the Code from time to time.
- (k) Recontributions. A Participant who received one or more QBOADs 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 recontribution. The Plan will accept a recontribution of a distribution for a federally declared disaster to the extent permitted under the Investment Arrangement if legislation or guidance authorizes such a recontribution, except to the

extent prohibited by the Employer in in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). A Participant who makes a 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 Administrator may rely on the Eligible Employee's or Participant's certification that they satisfy the conditions to recontribute a such amount to the Plan unless the Administrator has actual knowledge to the contrary. In addition:

- (1) Recontributions of Qualified Birth or Adoption Distributions. With respect to recontributions of Qualified Birth or Adoption Distributions, the Administrator shall ensure that one or more Investment Arrangements are available to accept the recontribution if Qualified Birth or Adoption Distributions are permitted under the Plan if the Participant is eligible to make a Rollover Contribution to the Plan at the time of recontribution.
- (2) Recontribution of CARES Act Distributions. Subject to the terms governing the applicable Investment Arrangement and the rules and procedures established by the Administrator, if the Plan accepts Rollover Contributions, an individual who is a Qualified Individual and who receives a CARES Act Distribution from this Plan as described in Section 10.13 or any other retirement plan that is eligible for tax-free rollover treatment pursuant to § 2203(a)(3)(B) of the CARES Act (a "CARES Act Distribution") may recontribute all or a portion of the CARES Act Distribution during the 3-year period beginning the day after the date a CARES Act Distribution is made, provided that such individual is otherwise eligible to make a Rollover Contribution to the Plan (a "CARES Act Recontribution"). The recontribution of a CARES Act Distribution that is eligible for tax-free rollover treatment and made within such 3-year period will be treated as a Rollover Contribution to the Plan. The Administrator may rely on the Eligible Employee's or Participant's certification that they satisfy the conditions to recontribute a CARES Act Distribution as a CARES Act Recontribution unless the Administrator has actual knowledge to the contrary. Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) that the Plan does not accept CARES Act Recontributions.

5.07 Qualified Matching Employer Contributions. Section 5.07 does not apply if the Plan is a Governmental Plan or a Church Plan. If elected by the Employer in the Matching Employer Contributions Addendum to the Adoption Agreement, prior to making its Matching Employer Contributions (other than any Safe Harbor Matching Employer Contributions) to the Plan, the Employer may designate all or a portion of such Matching Employer Contributions as a "Qualified Matching Employer Contribution" (or QMAC). Effective for Plan Years beginning on or after July 20, 2018, "Qualified Matching Employer Contributions" means Matching Employer Contributions that are nonforfeitable when allocated to Participant' Accounts in the Plan and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Deferral Contributions. QMACs shall be allocated to all Participants who were Active Participants during the Contribution Period and who meet the continuing eligibility requirement(s) described in Election 1.11(e) of the Adoption Agreement for the type of Matching Employer Contributions being characterized as QMACs, unless the Employer elects in the Matching Employer Contributions Addendum to the Adoption Agreement to allocate such contributions to only those Participants who are Non-Highly Compensated Employees. The Employer shall notify the administrator of such designation at the time it makes its Qualified Matching Employer Contributions. The Compensation used to determine the amount of the Qualified Matching Employer Contributions shall be Compensation as defined in Section 2.16. Qualified Matching Employer Contributions may not be excluded in applying the "ACP" test for a Plan Year if the Employer elected Election 1.11(a)(3), Safe Harbor Matching Employer Contributions, or Election 1.12(a)(3), Safe Harbor Nonelective Employer Contributions, of the Adoption Agreement.

5.08 Matching Employer Contributions. If elected by the Employer in Election 1.11(a) of the Adoption Agreement, the Employer shall make Matching Employer Contributions to the Plan to "eligible" Participants during the relevant Contribution Period who meet the continuing eligibility requirements elected by the Employer in Election 1.11(e) of the Adoption Agreement, subject to any exceptions to such continuing eligibility requirements elected by the Employer in Election 1.13 or elsewhere in the Adoption Agreement.

If the Plan is an ERISA Plan, Matching Employer Contributions are subject to the applicable nondiscrimination requirements described in Article 6.

- (a) Nondiscretionary Matching Employer Contributions. If elected by the Employer in Election 1.11(a)(1) of the Adoption Agreement, the Employer shall make fixed, nondiscretionary Matching Employer Contributions at the rate described in Election 1.11(a)(1)(A), 1.11(a)(1)(B) and/or 1.11(a)(1)(C) of the Adoption Agreement and the Matching Employer Contributions Addendum to the Adoption Agreement if applicable, subject to any limitations elected by the Employer therein. Such matching contributions shall be made with respect to certain contributions as described in Section 5.08(d) for the Contribution Period described in Section 5.08(e). Safe Harbor Matching Employer Contributions are described in Section 6.08(b)(1).
- (b) Discretionary Matching Employer Contributions. If elected by the Employer in Election 1.11(a)(2) of the Adoption Agreement, the Employer may, in its sole discretion, make Matching Employer Contributions as it determines from time to time pursuant to the allocation formula selected in Election 1.11(a)(2) of the Adoption Agreement and the Matching Employer Contributions Addendum to the Adoption Agreement if applicable, based on the Contribution Period selected in Election 1.11(d), and in such amount(s) determined by the Employer from time to time.
- (c) Additional Matching Employer Contributions. This Section 5.08(c) does not apply to Non-ERISA Plans. If elected by the Employer in Election 1.11(b) of the Adoption Agreement, the Employer may at or after Plan Year End make additional Matching Employer Contributions on behalf of “eligible” Participants or a designated group of “eligible” Participants pursuant to the allocation formula selected in Election 1.11(b) of the Adoption Agreement and Matching Employer Contributions Addendum to the Adoption Agreement if applicable, in such amount(s) as determined by the Employer.
- (d) Contributions Matched. The Employer shall make Matching Employer Contributions with respect to pre-tax Deferral Contributions and Deferral Contributions which are designated as Roth 403(b) Contributions, if applicable, as described in Sections 5.03(b)(1) and 5.03(b)(2)(B), if applicable. Age 50 Catch-up Contributions shall be matched if elected by the Employer in Election 1.11(c)(2) of the Adoption Agreement. Notwithstanding the foregoing, the Employer may elect in Election 1.11(c)(1) of the Adoption Agreement and the Matching Employer Contributions Addendum to make Matching Employer Contributions with respect to one or more of the following contribution types made by or on behalf of “eligible” Participants:
 - (1) Pre-tax Deferral Contributions described in Section 5.03(b)(1) and/or Special Section 403(b) Catch-Up Contributions described in Section 5.03(b)(2)(B);
 - (2) Roth 403(b) Contributions described in Section 5.03(c), if applicable;
 - (3) Age 50 Catch-Up Contributions described in Section 5.03(b)(2)(A);
 - (4) Employee After-Tax Contributions described in Section 5.04 made by all Participants or only Participants who are Non-Highly Compensated Employees;
 - (5) 403(b) salary deferral amounts, Roth contributions or after-tax contributions made to a separate 403(b) arrangement for which the Employer acts as a conduit for transmitting such contributions, provided that such contributions would have been considered Deferral Contributions, Roth 403(b) Contributions or Employee After-Tax Contributions, respectively, if made to this Plan. The Employer shall identify such other plan(s) in the Matching Employer Contributions Addendum. By matching deferrals made to another 403(b) arrangement, such other 403(b) arrangement may become subject to ERISA; and/or
 - (6) Amounts deferred pursuant to Code § 457 under a separate eligible deferred compensation plan maintained by the Employer (except with respect to Safe Harbor Matching Employer Contributions). Matching Employer Contributions that are attributable to Code § 457 deferrals are not considered matching contributions within the meaning of Code § 401(m). Therefore, they are not required to be tested under Code § 401(m) and are excluded in

applying the “ACP” test. Instead, such contributions are subject to the nondiscrimination rules of Code § 401(a)(4), if applicable.

If the Plan is an ERISA Plan and the Employer elected in Election 1.11(a)(3) of the Adoption Agreement to make Safe Harbor Matching Employer Contributions, Deferral Contributions, Age 50 Catch-Up Contributions and/or Special Section 403(b) Catch-Up Contributions, as applicable, shall be matched. If, due to application of a Plan limit, Matching Employer Contributions other than Safe Harbor Matching Employer Contributions are attributable to Age 50 Catch-Up Contributions and/or Special Section 403(b) Catch-Up Contributions, such Matching Employer Contributions, plus any income and minus any loss allocable thereto, shall be forfeited and applied as provided in Section 11.08. Notwithstanding anything herein to the contrary, if elected by the Employer in the Matching Employer Contributions Addendum to the Adoption Agreement, Participants may elect to limit the amount of Matching Employer Contributions allocated to their Account.

(e) Contribution Period.

(1) In General. The Contribution Period for purposes of calculating the amount of each type of Matching Employer Contributions shall be as follows:

- (A) With respect to Matching Employer Contributions described in Sections 5.08(a) and 5.08(b), the Contribution Period shall be as elected by the Employer in Election 1.11(d) of the Adoption Agreement; and
- (B) With respect to additional Matching Employer Contributions described in Section 5.08(c), the Contribution Period shall be the Plan Year.
- (C) With respect to Safe Harbor Matching Employer Contributions described in Section 6.08(b)(1), the Contribution Period shall be the Plan Year unless the Employer elects a different Contribution Period in Election 1.11(a)(3)(E) of the Adoption Agreement.

(2) True-Up Matching Contribution Requirement. If the Contribution Period elected by the Employer in Election 1.11(d) of the Adoption Agreement is other than each payroll period, the Employer must calculate the Matching Employer Contribution required with respect to the full Contribution Period, taking into account the “eligible” Participant’s contributions and Compensation for the full Contribution Period, and contribute any additional Matching Employer Contributions necessary to “true up” the Matching Employer Contribution so that the full Matching Employer Contribution is made for the Contribution Period.

(3) Pre-Entry Contributions. The Employer may elect in the Matching Employer Contributions Addendum to the Adoption Agreement to match Deferral Contributions made by an Employee before the Participant became an eligible Participant for purposes of receiving Matching Employer Contributions.

(f) Eligibility for Matching Employer Contributions. Eligible Employees who satisfy the applicable age and Eligibility Service Requirements in Elections 1.04(a) and 1.04(b) of the Adoption Agreement shall generally be eligible to receive a Matching Employer Contribution, subject to any additional requirements or limitations under the Plan specified by the Employer in Election 1.11 of the Adoption Agreement and the Matching Employer Contributions Addendum if applicable. The Employer may elect in Election 1.11(a)(3)(F) of the Adoption Agreement and the Matching Employer Contributions Addendum to the Adoption Agreement to limit the Participants who will be eligible to receive Safe Harbor Matching Employer Contributions. The Employer may elect in Election 1.11(e) of the Adoption Agreement and the Matching Employer Contributions Addendum to the Adoption Agreement if applicable to require Participants to satisfy specific requirements in order to receive Matching Employer Contributions for the relevant Contribution Period (referred to as “continuing eligibility requirements”), and may select different requirements for Nondiscretionary Matching Employer Contributions, Discretionary Matching Employer Contributions, Additional Matching Employer Contributions and True-Up Matching Employer Contributions. The Employer may elect in Election 1.13 of the Adoption Agreement and the

Additional Provisions Addendum, if applicable, to waive the continuing eligibility requirements for certain Participants. Any service-based requirements shall be measured using the same method (Elapsed Time Method, Actual Hours Method or Hours of Service Equivalency) selected for purposes of determining Eligibility Service, unless otherwise elected by the Employer in the Matching Employer Contributions Addendum to the Adoption Agreement.

- (g) Participating Employers. Matching Employer Contributions shall be allocated to all Participants regardless of which Employer directly employs the Participant and regardless of whether the Participant's direct Employer made Matching Employer Contributions for the Plan Year, unless elected by the Employer in the Matching Employer Contributions Addendum to the Adoption Agreement to limit the allocation of Matching Employer Contributions (other than Safe Harbor Matching Employer Contributions) only to the eligible Participants directly employed by the contributing Employer at the time such contributions are made.

5.09 Qualified Nonelective Employer Contributions.

- (a) In General. The Employer may make Qualified Nonelective Employer Contributions ("QNECs") under the Plan on behalf of eligible Employees in any amount it deems necessary for a permissible purpose, including to make a correction in accordance with the IRS' Employee Plans Compliance Resolution System (EPCRS, as described in Revenue Procedure 2021-30 and any subsequent guidance) or other applicable law. No election by the Employer in the Adoption Agreement is required.
- (b) QNEC to Satisfy the ACP Test. Section 5.09(b) does not apply if the Plan is a Non-ERISA Plan. If the Plan is subject to the ACP Test described in Section 6.05 and the Employer has elected in Election 1.06(a)(1) of the Adoption Agreement to use the Current Year Testing method, in lieu of distributing Excess Aggregate Contributions, the Employer may make a QNEC which the Administrator shall allocate to all Participants who were eligible to participate in the Plan at any time during the Plan Year and are Non-Highly Compensated Employees in the ratio which each such Participant's "testing compensation," as defined in Section 2.16(j), for the Plan Year bears to the total of all such Participants' "testing compensation" for the Plan Year. No election by the Employer in the Adoption Agreement is required to make such a QNEC. Such QNEC shall be in the amount sufficient to satisfy the Actual Contribution Percentage test described in Section 6.05.
- (1) Notwithstanding Section 5.09(b), the Employer may elect in Election 1.10(a) of the Adoption Agreement to allocate a QNEC in order to mitigate or correct nondiscrimination testing failures only to Participants who are designated by the Employer as eligible to receive such QNEC for the Plan Year. The amount of the QNEC allocated to each such Participant shall be as designated by the Employer, but not in excess of the "regulatory maximum." The "regulatory maximum" means the amount prescribed in Treas. Reg. § 1.401(k)-2 which is five percent (5%) (ten percent (10%) for QNECs made in connection with the Employer's obligation to pay prevailing wages) of the "testing compensation" for such Participant for the Plan Year. The "regulatory maximum" shall apply only with respect to Qualified Nonelective Contributions to be included in the "ACP" test. Each eligible Participant who is a Non-Highly Compensated Employee shall be considered the Participant's own allocation group. The Employer shall notify the Administrator of the amount allocable to each group.
- (2) Alternatively, notwithstanding Section 5.09(b), the Employer may elect in Election 1.10(b) of the Adoption Agreement to make a QNEC as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, such as designating a Prevailing Wage Contribution described in Section 5.10(a)(7) as a QNEC.
- (c) Anticonditioning and Antitargeting Rules. If applicable, the Employer may not condition the allocation of any QNEC on whether a Participant has made Deferral Contributions. If applicable, nondiscrimination testing of QNECs shall be subject to the targeting limitations of the Code, and the Employer shall not make a QNEC in an amount which exceeds applicable targeting limitations.

- (d) Definition. QNECs are contributions (other than Matching Employer Contributions) made to the Plan by the Employer which are nonforfeitable when allocated to Participants' Accounts in the Plan. QNECs will be recordkept in a separate subaccount (or "source"). QNECs are generally distributable only in accordance with the distribution provisions applicable to Deferral Contributions or to the extent permitted by the terms governing the applicable Investment Arrangement. Effective for Plan Years beginning on or after July 20, 2018, QNECs must satisfy applicable nonforfeitability and distribution requirements at the time they are allocated to Participants' Accounts but need not meet these requirements when contributed to the Plan.

5.10 Nonelective Employer Contributions. If elected by the Employer in Election 1.12(a) of the Adoption Agreement, the Employer shall make Nonelective Employer Contributions to the Plan to "eligible" Participants (unless otherwise elected by the Employer) during the relevant Contribution Period who meet the continuing eligibility requirements elected by the Employer in Election 1.12(d) of the Adoption Agreement, subject to any exceptions to such continuing eligibility requirements elected by the Employer in Election 1.13 or elsewhere in the Adoption Agreement. Such Nonelective Employer Contributions shall be made for the Contribution Period elected by the Employer in Election 1.12(c) of the Adoption Agreement. If the Plan is an ERISA Plan, Nonelective Employer Contributions are subject to the applicable nondiscrimination requirements described in Article 6. Nonelective Employer Contributions made pursuant to a Nonelective Employer Contribution allocation formula that does not satisfy a design-based safe harbor pursuant to the regulations under Code § 401(a)(4) are subject to the nondiscrimination requirements under Code § 401(a)(4).

- (a) Fixed Formula Nonelective Employer Contributions. The Employer shall make nondiscretionary Nonelective Employer Contributions at the rate and/or amount elected by the Employer in Election 1.12(a) of the Adoption Agreement, as further described in this Section 5.10(a).
- (1) Fixed Percentage. If elected by the Employer in Election 1.12(a)(1) of the Adoption Agreement, the Employer shall make Nonelective Employer Contributions for each "eligible" Participant based on the specified percentage of such "eligible" Participant's Compensation for the relevant Contribution Period as described in the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum to the Adoption Agreement.
 - (2) Fixed Flat Dollar. If elected by the Employer in Election 1.12(a)(2) of the Adoption Agreement, the Employer shall make Nonelective Employer Contributions for each "eligible" Participant based on the specified dollar amount per unit of time as described in the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum to the Adoption Agreement.
 - (3) Fixed Amount Based on Other Criteria. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement, the Employer shall make Nonelective Employer Contributions for each "eligible" Participant based on the criteria described in the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum to the Adoption Agreement.
 - (4) Former Employees with Deemed Includible Compensation. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer shall make a Nonelective Employer Contribution for each "eligible" former Employee with Deemed Includible Compensation as defined in Section 2.16(f), as further described in the Nonelective Employer Contributions Addendum to the Adoption Agreement. The Employer may elect to contribute an amount the Employer in its sole discretion may determine with respect to one or more former Employees. Such amount shall be allocated by the Administrator in accordance with the principles of the classification allocation formula, treating each such former Employee as being in a separate classification. The Nonelective Employer Contribution amount determined by the Employer may be \$0. Alternatively, the Employer may elect in the Nonelective Employer Contributions Addendum to the Adoption Agreement to contribute a specified percentage of each

“eligible” former Employee’s Deemed Includible Compensation or may elect in the Nonelective Employer Contributions Addendum of the Adoption Agreement to use any definitely determinable contribution or allocation formula. Such amounts shall be fully Vested when made and shall not be subject to any allocation conditions. The first month in which a former Employee has Deemed Includible Compensation is the month after the Employee’s Severance Date. No former Employee shall be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee had a Separation from Service.

- (5) Unused Accumulated Leave Conversion. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer shall contribute an amount equal to an “eligible” Employee’s current hourly rate of pay multiplied by such “eligible” Employee’s number of unused accumulated leave hours, based on the leave type elected by the Employer, as further described in the Nonelective Employer Contributions Addendum to the Adoption Agreement. The Employer shall specify the “eligible” Participants and any additional eligibility requirements in the Employer Nonelective Contributions Addendum to the Adoption Agreement. Such “eligible” Participants shall not be required to meet any continuing eligibility requirements to receive an allocation. All contributions made pursuant to this Section shall be fully Vested when made.
- (6) Disabled Employees with Deemed Disability Compensation. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer shall make a Nonelective Employer Contribution for each “eligible” Disabled Employee based on such Participant’s Deemed Disability Compensation as defined in Section 2.16(g) for the period specified in the Employer Nonelective Contributions Addendum of the Adoption Agreement and in the amount specified in the Employer Nonelective Contributions Addendum of the Adoption Agreement. All contributions made pursuant to this Section shall be fully Vested when made. The term “eligible” Disabled Employees for this Section means Disabled Participants who are Non-Highly Compensated Employees, but the Employer may elect in the Employer Nonelective Contributions Addendum to the Adoption Agreement to include as “eligible” Disabled Employees who are Highly Compensated Employees.
- (7) Prevailing Wage Contribution. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer shall contribute for each Contribution Period for each eligible Participant who performs services covered by the “applicable prevailing wage laws” such amount as the Employer may determine is required to be contributed to the Plan under such laws to meet the required benefit levels for such Contribution Period. Services covered under the “applicable prevailing wage laws” means services covered by any law that requires such contribution (e.g., the Davis-Bacon Act, as amended, 40 U.S.C.A., Section 276a, et. seq. (1999), or any similar federal, state, or local laws). All contributions made pursuant to this Section shall be fully Vested when made and such “eligible” Participants shall not be required to meet any continuing eligibility requirements to receive an allocation.
- (8) Collective Bargaining Agreement. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer shall make (or not make) a Nonelective Employer Contribution for certain Participants based on the terms of the applicable collective bargaining agreement.
- (9) Other. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer may describe its non-discretionary Nonelective Employer

Contributions based on one or more contribution arrangements described in Sections 5.10(a)(1) – (8) or as otherwise determined by the Employer.

- (b) Discretionary Nonelective Employer Contributions. The Employer shall make discretionary Nonelective Employer Contributions at the rate and/or amount elected by the Employer in Election 1.12(b) of the Adoption Agreement, as further described in this Section 5.10(b).
 - (1) Non-Integrated Allocation Formula. If elected by the Employer in Election 1.12(b)(1) of the Adoption Agreement, Nonelective Employer Contributions shall be allocated in the ratio that the Compensation of each of the “eligible” Participants bears to the total Compensation paid to all such “eligible” Participants for the Contribution Period.
 - (2) Integrated Allocation Formula. If elected by the Employer in Election 1.12(b)(2) of the Adoption Agreement, the Employer shall make Nonelective Employer Contributions for each “eligible” Participant based on the criteria described in the Adoption Agreement.
 - (3) Other Allocation Formula. If Elected by the Employer in Election 1.12(b)(3) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, the Employer may allocate its discretionary Nonelective Employer Contributions in one of the methods described in Election 1.12(b)(1) or 1.12(b)(2) of the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum to the Adoption Agreement.
- (c) Allocation Method. Nonelective Employer Contributions shall be allocated in accordance with the formula for determining the amount of such contributions (*e.g.*, fixed flat dollar or fixed amount based on criteria), as described in Election 1.12(a) and/or 1.12(b) of the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum to the Adoption Agreement. If the Plan is not an ERISA Plan, the Employer may elect an allocation method not described below which shall be described in the Nonelective Employer Contributions Addendum.
 - (1) Non-Integrated Allocation Method. If a non-integrated allocation formula is elected by the Employer in the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum, Nonelective Employer Contributions shall be allocated to “eligible” Participants in the ratio that each “eligible” Participant’s Compensation bears to the total Compensation paid to all “eligible” Participants for the Contribution Period (non-integrated pro-rata allocation method).
 - (2) Integrated (Permitted Disparity) Allocation Method. If an integrated allocation formula is elected by the Employer in the Adoption Agreement and, if applicable, the Nonelective Employer Contributions Addendum, the relevant Nonelective Employer Contributions shall be allocated to “eligible” Participants as follows:
 - (A) First, to each “eligible” Participant in the same ratio that the sum of the “eligible” Participant’s Compensation and “excess Compensation” for the Plan Year bears to the sum of the Compensation and “excess Compensation” of all “eligible” Participants for the Plan Year. This allocation as a percentage of the sum of each “eligible” Participant’s Compensation and “excess Compensation” shall not exceed the “permitted disparity limit” specified by the Employer in the Nonelective Employer Contributions Addendum of the Adoption Agreement. Notwithstanding the foregoing, if in any Plan Year an “eligible” Participant has reached the “cumulative permitted disparity limit,” such “eligible” Participant shall receive an allocation under this Section based on two times the Participant’s Compensation for the Plan Year, rather than the sum of the Participant’s Compensation and “excess Compensation” for the Plan Year. If an “eligible” Participant did not benefit under a qualified defined benefit plan or target benefit plan for any Plan Year beginning on or after January 1, 1994, the “eligible” Participant shall have no “cumulative disparity limit. “Excess Compensation” means Compensation in excess of the “integration level” specified by the

Employer in the Nonelective Employer Contributions Addendum of the Adoption Agreement.

- (B) Second, if any Nonelective Employer Contributions remain after the allocation described in Section 5.10(c)(2)(A), the remaining Nonelective Employer Contributions shall be allocated to each “eligible” Participant in the same ratio that the “eligible” Participant’s Compensation for the Plan Year bears to the total Compensation of all “eligible” Participants for the Plan Year.
- (C) Notwithstanding Sections 5.10(c)(2)(A) and (B), if in any Plan Year an “eligible” Participant benefits (i.e., receives, or is deemed to receive, a contribution allocation in accordance with Treas. Reg. § 1.410(b)-3(a) under another qualified plan, 403(b) plan or simplified employee pension plan as defined in Code § 408(k), that provides for or imputes permitted disparity, the Nonelective Employer Contributions for the Plan Year allocated to such “eligible” Participant shall be in the ratio that the Participant’s Compensation for the Plan Year bears to the total Compensation paid to all “eligible” Participants.
- (D) In the event that the Plan Year is less than 12 months and the Employer will allocate the Nonelective Employer Contributions based on Compensation for the short Plan Year, the integration level will be pro-rated based on the number of months in the short Plan Year, other than in the case of: (i) a Participant who participates in the Plan for less than the entire 12-month Plan Year and whose allocation is based on Participating Compensation; (ii) a new Plan established mid-Plan Year, but with an Effective Date which is as of the beginning of the Plan Year; and (iii) a terminating Plan which bases allocations on Compensation through the effective date of termination, but where the Plan Year continues for the balance of the full 12-month Plan Year.
- (E) For purposes of this Section 5.10(c)(2), the following definition shall apply:
 - (i) “Cumulative permitted disparity limit” means 35 multiplied by the sum of an “eligible” Participant’s annual permitted disparity fractions, as defined in Treas. Reg. §§ 1.401(l)-5(b)(3) through (b)(7), attributable to the “eligible” Participant’s total years of service under the Plan and any other qualified plan, 403(b) plan or simplified employee pension as defined in Code § 408(k), maintained by the Employer or a Related Employer. For each Plan Year commencing prior to January 1, 1989, the annual permitted disparity fraction shall be deemed to be one, unless the Participant never accrued a benefit under any qualified plan or simplified employee pension maintained by the Employer or a Related Employer during any such Plan Year. In determining the annual permitted disparity fraction for any Plan Year, the Employer may elect to assume that the full disparity limit has been used for such Plan Year.
- (F) This Section 5.10(c)(2)(F) does not apply to Non-ERISA Plans. Church Plans must satisfy a reasonable, good faith interpretation of Code § 401(a)(4). If using an integrated allocation method, the Employer may be required to restructure the Plan, as permitted by the regulations under Code § 401(a)(4), to satisfy its nondiscriminatory benefits requirement. If the Plan can be restructured to satisfy the nondiscriminatory benefits requirement, then the Plan shall generally satisfy a design-based safe harbor pursuant to the regulations under Code § 401(a)(4). If the Plan cannot be restructured to satisfy the nondiscriminatory benefits requirements, the Plan shall be required to satisfy the nondiscriminatory amount requirement by testing in accordance with Treas. Reg. § 1.401(a)(4)-2(a). If the Plan is required to pass cross-testing in accordance with Treas. Reg. § 1.401(a)(4)-8 to satisfy the nondiscriminatory amount requirement and the Plan does not meet the exception found in Treas. Reg. §§ 1.401(a)(4)-8(b)(1)(i)(B)(1) or (2), the Plan

shall provide a minimum gateway contribution allocation to Participants who are not Highly Compensated Employees and who are required by Treas. Reg. § 1.410(b)-3 to benefit under this allocation formula equal to at least one-third (1/3) of the allocation rate for the Highly Compensated Employee benefiting under this allocation formula who has the highest allocation rate, provided that the Plan may instead provide a minimum gateway allocation to each such Participant equal to five percent (5%) of the Participant's Includible Compensation, as described in Section 6.02(c). All Participants not included in an allocation group above shall be considered as not benefiting under this allocation for the Contribution Period unless otherwise is required to pass the nondiscriminatory amount testing pursuant to Treas. Reg. § 1.401(a)(4)-8. The Employer shall notify the Administrator of the amount allocable to each group.

(3) Participant Group/Classification Allocation Method. If elected by the Employer in Election 1.12(a)(4) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, Nonelective Employer Contributions shall be allocated to various groups of "eligible" Participants differently. With respect to the treatment of Participants who are in more than one group during the Contribution Period, the Administrator shall allocate such Participant's classification during such Plan Year on a pro-rata basis, based on the number of months in each classification. However, the Employer may elect a different allocation method in the Nonelective Employer Contributions Addendum to the Adoption Agreement.

(A) This Section 5.10(c)(3)(A) does not apply to Non-ERISA Plans. The groups of "eligible" Participants cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code § 410(b).

(B) This Section 5.10(c)(3)(B) does not apply to Non-ERISA Plans; Church Plans must satisfy a reasonable, good faith interpretation of Code § 401(a)(4). To the extent the allocation formula does not apply to all Participants under the Plan, the Employer may be required to restructure the Plan, as permitted by the Treasury Regulations under Code § 401(a)(4), to satisfy the nondiscriminatory benefits requirement of Code § 401(a)(4). If the Plan can be restructured to satisfy the nondiscriminatory benefits requirement, then the Plan shall generally satisfy a design-based safe harbor pursuant to the Treasury Regulations under Code § 401(a)(4). If the Plan cannot be restructured to satisfy the nondiscriminatory benefits requirements, the Plan shall be required to satisfy the nondiscriminatory amount requirement by testing in accordance with Treas. Reg. § 1.401(a)(4)-2(a). If the Plan is required to pass cross-testing in accordance with Treas. Reg. § 1.401(a)(4)-8 to satisfy the nondiscriminatory amount requirement and the Plan does not meet the exception found in Treas. Reg. § 1.401(a)(4)-8(b)(1)(i)(B)(1) or (2), the Plan shall provide a minimum gateway contribution allocation to Participants who are not Highly Compensated Employees and who are required by Treas. Reg. § 1.410(b)-3 to benefit under this allocation formula equal to at least one-third (1/3) of the allocation rate for the Highly Compensated Employee benefiting under this allocation formula who has the highest allocation rate, provided that the Plan may instead provide a minimum gateway allocation to each such Participant equal to five percent (5%) of the Participant's Includible Compensation, as described in Section 6.02(c). All Participants not included in an allocation group above shall be considered as not benefiting under this allocation for the Contribution Period unless otherwise is required to pass the nondiscriminatory amount testing pursuant to Treas. Reg. § 1.401(a)(4)-8, if

applicable. The Employer shall notify the Administrator of the amount allocable to each group.

(4) Age-Weighted Allocation Method.

- (A) If elected by the Employer in Election 1.12(b)(3) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, Nonelective Employer Contributions shall be allocated in the amount necessary so that the equivalent benefit accrual rate for each such “eligible” Participant is identical. The equivalent benefit accrual rate is the annual annuity commencing at an “eligible” Participant’s testing age, expressed as a percentage of the “eligible” Participant’s Compensation which is provided from the allocation of Nonelective Employer Contributions for the Plan Year. Equivalent accrual rates for purposes of allocating contributions hereunder shall be determined using the actuarial assumptions elected by the Employer in the Nonelective Employer Contributions Addendum. An “eligible” Participant’s testing age is the later of Normal Retirement Age or the “eligible” Participant’s current age.
- (B) This Section 5.10(c)(4)(B) does not apply to Non-ERISA Plans. Church Plans must satisfy a reasonable, good faith interpretation of Code § 401(a)(4). If the allocation formula applies to all Participants under the Plan, it shall generally satisfy a design-based safe harbor pursuant to the Treasury Regulations under Code § 401(a)(4), provided that allocation rates for Highly Compensated Employees and Non-Highly Compensated Employees satisfy the requirements of Treas. Reg. § 1.401(a)(4)-2(b)(3)(B). This allocation formula is not a design-based safe harbor formula. Unless the Plan can be restructured in accordance with regulations under Code § 401(a)(4) to provide uniform percentages of Compensation to “eligible” Participants, the Plan shall be required to satisfy the nondiscriminatory amount requirement by testing in accordance with Treas. Reg. § 1.401(a)(4)-2(a). If the Plan is required to pass cross-testing in accordance with Treas. Reg. § 1.401(a)(4)-8 to satisfy the nondiscriminatory amount requirement and the Plan does not meet the exception found in Treas. Reg. § 1.401(a)(4)-8(b)(1)(i)(B)(1) or (2), the Plan shall provide a minimum gateway contribution allocation to Participants who are not Highly Compensated Employees and who are required by Treas. Reg. § 1.410(b)-3 to benefit under this allocation formula equal to at least one-third (1/3) of the allocation rate for the Highly Compensated Employee benefiting under this allocation formula who has the highest allocation rate, provided that the Plan may instead provide a minimum gateway allocation to each such Participant equal to five percent (5%) of the Participant’s Includible Compensation as described in Section 6.02(c). All Participants not included in an allocation group above shall be considered as not benefiting under this allocation for the Contribution Period unless otherwise is required to pass the nondiscriminatory amount testing pursuant to Treas. Reg. § 1.401(a)(4)-8. The Employer shall notify the Administrator of the amount allocable to each group.

(5) Conditional Points Allocation Method.

- (A) If elected by the Employer in Election 1.12(b)(3) of the Adoption Agreement and as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement, Nonelective Employer Contributions shall be allocated in the ratio that the points credited for the Contribution Period to each “eligible” Participant (or group of “eligible” Participants) bears to the total points credited for the Contribution Period of all “eligible” Participants (or such group of “eligible” Participants). “Eligible” Participants may be credited with points for each Contribution Period based on age, Vesting Service, or Compensation, as elected by the Employer.

- (B) This Section 5.10(c)(5)(B) does not apply to Non-ERISA Plans. The Employer may elect to credit points to different groups of “eligible” Participants differently. Each eligible group must be clearly defined and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code § 410(b).
- (C) This Section 5.10(c)(5)(C) does not apply to Non-ERISA Plans. Church Plans must satisfy a reasonable, good faith interpretation of Code § 401(a)(4). If the conditional points allocation method applies to all “eligible” Participants under the Plan, it shall generally satisfy a design-based safe harbor pursuant to the Treasury Regulations under Code § 401(a)(4), provided that allocation rates for HCEs and NHCEs satisfy the requirements of Treas. Reg. § 1.401(a)(4)-2(b)(3)(B). To the extent the allocation formula does not apply to all “eligible” Participants, the Employer may be able to restructure the Plan, as permitted by the Treasury Regulations under Code § 401(a)(4), to satisfy the nondiscriminatory benefits requirement of such Code Section using the design-based safe harbor. If the Plan cannot be restructured to satisfy the design-based safe harbor or allocation rates do not meet the requirements under the Treasury Regulations, the Plan shall be required to satisfy the nondiscriminatory amount requirement by testing in accordance with Treas. Reg. § 1.401(a)(4)-2(a). If the Plan is required to pass cross-testing in accordance with Treas. Reg. § 1.401(a)(4)-8 to satisfy the nondiscriminatory amount requirement and the Plan does not meet the exception found in Treas. Reg. § 1.401(a)(4)-8(b)(1)(i)(B)(1) or (2), the Plan shall provide a minimum gateway contribution allocation to Participants who are not Highly Compensated Employees and who are required by Treas. Reg. § 1.410(b)-3 to benefit under this allocation formula equal to at least one-third (1/3) of the allocation rate for the Highly Compensated Employee benefiting under this allocation formula who has the highest allocation rate, provided that the Plan may instead provide a minimum gateway allocation to each such Participant equal to five percent (5%) of the Participant’s Includible Compensation as described in Section 6.02(c). All Participants not included in an allocation group above shall be considered as not benefiting under this allocation for the Contribution Period unless otherwise is required to pass the nondiscriminatory amount testing pursuant to Treas. Reg. § 1.401(a)(4)-8. The Employer shall notify the Administrator of the amount allocable to each group.
- (6) Other. If elected by the Employer in Election 1.12(b)(3) of the Adoption Agreement, the Employer may allocate its Nonelective Employer Contributions as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement. Such allocation methods include a per capita (flat dollar) allocation method, flexible uniform allocation method, or, if the Plan is a Non-ERISA Plan, such other allocation method described in the Nonelective Employer Contributions Addendum. Notwithstanding anything herein to the contrary, if elected by the Employer in the Nonelective Employer Contributions Addendum, Participants may elect to limit the amount of Nonelective Employer Contributions allocated to their Account.
- (d) Contribution Period.
- (1) In General. The Contribution Period for purposes of calculating the amount of each type of Nonelective Employer Contributions shall be as follows:
- (A) With respect to the nondiscretionary fixed formulas described in Section 5.10(a), the Contribution Period shall be the Plan Year, unless another period is elected by the Employer in Election 1.12(c)(1) of the Adoption Agreement;

- (B) With respect to the discretionary formula described in Section 5.10(b), the Contribution Period shall be the Plan Year, unless another period is elected by the Employer in Election 1.12(c)(2) of the Adoption Agreement; and
 - (C) Notwithstanding (A) and (B), with respect to Safe Harbor Nonelective Employer Contributions described in Section 6.08(b)(2), Nonelective Employer Contributions allocated under an integrated formula described in Section 5.10(c)(2) and/or Nonelective Employer Contributions allocated pursuant to the Prevailing Wage Contribution method described in Section 5.10(a)(7), the Contribution Period shall be the Plan Year.
- (2) True-Up Nonelective Contribution Requirement. If the Contribution Period elected by the Employer in Election 1.12(c) of the Adoption Agreement is the calendar month, each Plan Year quarter or each Plan Year and Nonelective Employer Contributions are made more frequently than such Contribution Period, the Employer must calculate the Nonelective Employer Contribution required with respect to the full Contribution Period, taking into account the “eligible” Participant’s Compensation for the full Contribution Period, and contribute any additional Nonelective Employer Contributions necessary to “true up” the Nonelective Employer Contribution so that the full Nonelective Employer Contribution is made for the Contribution Period.
- (e) Eligibility for Nonelective Employer Contributions. Eligible Employees who satisfy the applicable age and Eligibility Service Requirements in Elections 1.04(a) and 1.04(b) of the Adoption Agreement shall generally be eligible to receive a Nonelective Employer Contribution, subject to any additional requirements or limitations under the Plan specified by the Employer in Election 1.12 of the Adoption Agreement and the Nonelective Employer Contributions Addendum if applicable. The Employer may elect in Election 1.12(a)(3)(B) of the Adoption Agreement and the Nonelective Employer Contributions Addendum to the Adoption Agreement to limit the Participants who will be eligible to receive Safe Harbor Nonelective Employer Contributions for the relevant Contribution Period. The Employer may elect in Election 1.12(d) of the Adoption Agreement and the Nonelective Employer Contributions Addendum to the Adoption Agreement to require Participants to satisfy specific requirements in order to receive Nonelective Employer Contributions for the relevant Contribution Period (referred to as “continuing eligibility requirements”) and may specify different continuing eligibility requirements for fixed and discretionary Nonelective Employer Contributions. The Employer may elect in Election 1.13 of the Adoption Agreement and the Additional Provisions Addendum, if applicable, to waive the continuing eligibility requirements for certain Participants. Any service-based requirements shall be measured using the same method (Elapsed Time Method, Actual Hours Method or Hours of Service Equivalency) selected for purposes of determining Eligibility Service, unless otherwise elected by the Employer in the Nonelective Employer Contributions Addendum to the Adoption Agreement.
- (f) Participating Employers. Nonelective Employer Contributions shall be allocated to all Participants regardless of which Employer directly employs the Participant and regardless of whether the Participant’s direct Employer made Nonelective Employer Contributions for the Plan Year, unless otherwise elected by the Employer in the Nonelective Employer Contributions Addendum to the Adoption Agreement to limit the allocation of Nonelective Employer Contributions (other than Safe Harbor Nonelective Employer Contributions) only to the eligible Participants directly employed by the contributing Employer at the time such contributions are made.

5.11 Vested Interest in Contributions.

- (a) One Hundred Percent (100%) Vested at All Times. Each Participant’s Account Balance shall be fully Vested at all times in the following contribution types and subaccounts (or “sources”), as applicable:
- (1) Deferral Contributions;
 - (2) Qualified Nonelective Employer Contributions;

- (3) Qualified Matching Employer Contributions;
- (4) Safe Harbor Matching Employer Contributions, unless otherwise elected by the Employer in Election 1.16(c)(3) of the Adoption Agreement;
- (5) Safe Harbor Nonelective Employer Contributions, unless otherwise elected by the Employer in Election 1.16(c)(4) of the Adoption Agreement;
- (6) Rollover Contributions;
- (7) Employee After-Tax Contributions;
- (8) The portion of the Participant's Nonelective Employer Contributions subaccount attributable to Mandatory Employee Contributions; and
- (9) The portion of the Participant's Nonelective Employer Contributions subaccount made with respect to Deemed Includible Compensation.

In addition to the foregoing, each Participant's Account Balance shall be fully Vested on termination of the Plan.

- (b) Vesting Schedules. If elected by the Employer in Election 1.16(c) of the Adoption Agreement, certain contribution types and subaccounts (or "sources") held in each Participant's Account may be subject to a vesting schedule. If the Plan is an ERISA Plan, the vesting schedule must be at least as rapid as (1) 3-year cliff vesting, or (2) 6-year graded vesting. If the Plan is not an ERISA Plan, the vesting schedule must be at least as rapid as (1) 5 to 20-year graded vesting, or (2) 15-year cliff vesting (or 20-year cliff vesting for Employees who are qualified public safety employees as defined in Code § 72(t)(10)(B)).
- (1) Matching Employer Contributions. A Participant's Vested interest in Matching Employer Contributions other than Safe Harbor Matching Employer Contributions shall be determined in accordance with the vesting schedule elected by the Employer in Election 1.16(c)(1) or 1.16(c)(5) of the Adoption Agreement and/or the Vesting Schedule Addendum, if applicable. A Participant's vested interest in a Matching Employer Contributions subaccount attributable to additional Matching Employer Contributions described in Section 5.08(c) shall be determined in accordance with the vesting schedule elected by the Employer for Matching Employer Contributions, unless elected by the Employer in Election 1.16(c)(5) of the Adoption Agreement and described in the Vesting Schedule Addendum to the Adoption Agreement.
 - (2) Nonelective Employer Contributions. A Participant's vested interest in Nonelective Employer Contributions other than Safe Harbor Nonelective Employer Contributions shall be determined in accordance with the vesting schedule elected by the Employer in Election 1.16(c)(2) or 1.16(c)(5) of the Adoption Agreement and/or the Vesting Schedule Addendum, if applicable.
 - (3) Safe Harbor Contributions. A Participant shall have a one hundred percent (100%) vested interest in a Matching Employer Contributions subaccount attributable to Safe Harbor Matching Employer Contributions described in Section 6.08(b)(1), other than QACA Safe Harbor Matching Employer Contributions. A Participant shall have a one hundred percent (100%) vested interest in Safe Harbor Nonelective Employer Contributions described in Section 6.08(b)(2), other than QACA Safe Harbor Nonelective Employer Contributions. The Employer shall elect the vesting schedule for QACA Safe Harbor Matching Employer Contributions and QACA Safe Harbor Nonelective Employer Contributions in Election 1.16(c)(3) and (4) of the Adoption Agreement, respectively, and the Vesting Schedule Addendum. QACA Safe Harbor Matching Employer Contributions and QACA Safe Harbor Nonelective Employer Contributions shall become one hundred percent (100%) Vested no later than upon a Participant's completion of two Years of Vesting Service.

- (4) Bookkeeping Accounts. Each type of contribution made by the Employer on behalf of a Participant that is subject to a different vesting schedule (and earnings thereon) shall 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 Code § 403(c) (or Code § 401(a), in the case of a Custodial Account) applies. The requirement that contributions made under different vesting schedules be made to a separate account may be satisfied by maintaining separate bookkeeping accounts. Physically separate accounts are not required. The Administrator shall maintain bookkeeping records that separately reflect the portion of such Account that is Vested and the portion that is not vested.
- (5) Vested Amounts. On or after the date on which the Participant's interest in the separate bookkeeping account described in Section 5.11(b)(4) becomes nonforfeitable, the Account shall be treated as an Annuity Contract or Custodial Account, as applicable, if:
- (A) No election has been made under Code § 83(b) with respect to the Account;
 - (B) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming nonforfeitable;
 - (C) Contributions (and earnings thereon) subject to different vesting schedules have been maintained in separate accounts; and
 - (D) The separate account at all times satisfied the requirements of Code § 403(b) except for the nonforfeitable requirement in Code § 403(b)(1)(C).

If only a portion of the Participant's interest in a separate bookkeeping account becomes nonforfeitable in a year, then that portion of the Account shall be considered an Annuity Contract or Custodial Account, as applicable, and the remaining forfeitable portion shall be considered a separate contract to which Code § 403(c) (or Code § 401(a), in the case of a Custodial Account) applies.

- (c) Formula to Calculate Vesting Following Partial Distribution. If the Vendor makes a distribution (other than a cash-out distribution of a Small Account Balance described in Section 13.02) to a Participant from an Account which is not fully Vested, and the Participant has not incurred a Forfeiture Break in Service, the provisions of this Section 5.11(c) apply to the remainder of Participant's Account Balance.
- (1) In General. If a distribution from a Participant's Matching Employer and/or Nonelective Employer Contributions subaccount has been made to the Participant at a time when the Participant's Vested interest in such Account Balance is less than one hundred percent (100%), the vesting schedule elected by the Employer in Election 1.16(c) of the Adoption Agreement shall thereafter apply only to the balance of the Participant's Account attributable to Matching Employer Contributions and/or Nonelective Employer Contributions allocated after such distribution. If necessary, the Administrator shall determine the Participant's Vested Account Balance for the Participant's Matching Employer Contributions and the Participant's Nonelective Employer Contributions separately. The balance of the Account from which such distribution was made shall be transferred to a separate Account (or subaccount) by the Vendor immediately following such distribution, subject to the terms governing the applicable Investment Arrangement.
 - (2) Standard Formula. At any relevant time prior to a forfeiture under Section 11.07 of any portion of a Participant's subaccount, a Participant's Vested interest in such subaccount shall be equal to $P(AB+(Rx D))-(Rx D)$, as described in Treas. Reg. §1.411(a)-7(d)(5), where P is the Participant's vested percentage at the relevant time; AB is the Account Balance of the separate Account (or subaccount) at the relevant time; D is the amount of the earlier distribution; and R is the ratio of the Account Balance at the relevant time to the Account Balance after distribution; and the "relevant time" is the time at which, under the Plan, the Participant's Vested percentage cannot increase. Following a forfeiture of any

portion of such subaccount under Section 11.07, the Participant's Vested interest in any remaining balance in such subaccount shall be one hundred percent (100%).

- (3) Alternative Formula. The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to use an alternative formula to determine a Participant's Vested interest in the subaccount in lieu of the standard formula described in Section 5.11(c)(2). Under the alternative formula, a Participant's Vested interest in such subaccount shall be equal to $P((AB)+D)-D$, where P is the Participant's vested percentage at the relevant time; AB is the Account Balance of the separate Account (or subaccount) at the relevant time; and D is the amount of the earlier distribution; and the "relevant time" is the time at which, under the Plan, the Participant's Vested percentage cannot increase. Following a forfeiture of any portion of such subaccount under Section 11.07, the Participant's Vested interest in any remaining balance in such subaccount shall be one hundred percent (100%).
- (d) Vesting of Merged or Transferred Assets. A merger or transfer of assets from another 403(b) Plan to this Plan does not result, solely by reason of the merger or transfer, in one hundred percent (100%) vesting of the merged or transferred assets. The Administrator shall determine (in a nondiscriminatory manner if the Plan is an ERISA Plan) in the case of a merger or other transfer to the Plan whether: (1) to vest immediately all such assets; (2) to vest such assets in accordance with the Plan's vesting schedule applicable to the contribution type being merged or transferred; or (3) to vest such assets in accordance with the transferor plan's vesting schedule(s) applicable to the contribution types being transferred, as such schedules existed on the date of the transfer. If such assets are not subject to the Plan's vesting schedule applicable to the contribution type being merged or transferred, the Employer shall elect in Election 1.16(c)(5) of the Adoption Agreement to record the vesting schedule for such assets in the Vesting Schedule Addendum to the Adoption Agreement.

5.12 Time for Making Contributions.

- (a) If the Plan is an ERISA Plan, the Employer must remit Deferral Contributions and Employee After-Tax Contributions, as applicable, to the applicable Vendor as of the earliest date on which such contributions can reasonably be segregated from the Employer's general assets, but not later than the fifteenth (15th) business day of the calendar month following the month in which such amount otherwise would have been paid to the Participant, or within such other time frame as may be determined by applicable law. If the Plan is not an ERISA Plan, the Employer must remit Deferral Contributions and Employee After-Tax Contributions, as applicable, to the applicable Vendor within a period that is not longer than what is reasonable for the proper administration of the Plan.
- (b) The Employer may contribute Matching Employer Contributions and/or Nonelective Employer Contributions, as applicable, for any Plan Year in one or more installments without interest. Unless otherwise required by terms governing the applicable Investment Arrangement or the Code, the Employer may make an Employer Contribution to the Plan for a particular Plan Year at such time(s) as the Employer in its sole discretion determines, except as provided in Section 5.12(c). If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer shall designate the Plan Year for which the Employer is making the Matching Employer Contributions and/or Nonelective Employer Contributions, as applicable. The Administrator shall allocate the contribution accordingly.
- (c) If the Employer has elected the payroll period, calendar month, or Plan Year quarter as the Contribution Period for Matching Employer Contributions in Election 1.11(d) of the Adoption Agreement, the Employer shall remit any Safe Harbor Matching Employer Contributions made during a Plan Year quarter no later than the last day of the immediately following Plan Year quarter.
- (d) The Employer is solely responsible for determining the proper amount of any Matching Employer Contributions and/or Nonelective Employer Contributions, as applicable, it makes to the Plan and for the timely remittance to the applicable Vendor of Deferral Contributions, Employee After-Tax Contributions, Deferral Contributions, Matching Employer Contributions and/or Nonelective Employer Contributions, as applicable.

- (e) Vendors shall have no responsibility to inquire into the correctness of the amounts contributed and remitted to such Vendor or to determine whether any contribution is payable under this Article 5. The Administrator shall be the named fiduciary responsible for ensuring the Employer remits contributions and loan repayments to the applicable Vendor and shall have the duty and responsibility for the collection of such contributions and repayments when not timely made by the Employer, provided that the Administrator may appoint another named fiduciary to handle such responsibility and notify the applicable Vendor of such appointment in writing.

5.13 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 (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer. If the Plan is not an ERISA Plan, the one-year period may be modified by the Administrator in its sole discretion.

5.14 Frozen Plan. Notwithstanding any other provision of the Plan, if the Employer elects in Election 1.01(g) of the Adoption Agreement that the Plan is a frozen plan, no contributions shall be made to the Plan with respect to Compensation earned after the date the Plan is frozen, nor shall any Rollover Contributions be permitted; however, subject to the terms governing the applicable Investment Arrangement, loan repayments may continue to be made until the loan obligation is satisfied.

5.15 Suspension of Allocation Conditions. This Section 5.15 does not apply if the Plan is a Non-ERISA Plan. The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply the suspension provisions of this Section 5.15 as described below. If: (i) Section 5.15 applies; (ii) the Plan (or any component part of the Plan) in any Plan Year must perform coverage testing; and (iii) the Plan (or component part of the Plan) fails to satisfy coverage under the ratio percentage test under Treas. Reg. §1.410(b)-2(b)(2), the Plan suspends for that Plan Year any Plan (or component part of the Plan) allocation conditions in accordance with this Section 5.15. If the Administrator must perform coverage testing, the Administrator will apply testing separately as required to each component part of the Plan after applying the aggregation and disaggregation rules under Treas. Reg. §§1.410(b)-6 and -7. This Section will not apply if suspending the allocation condition will not result in the Plan (or component part) satisfying the coverage test.

- (a) **No Average Benefit Test.** If the Employer elects to apply this Section 5.15, the Administrator may not apply the average benefit test under Treas. Reg. §1.410(b)-2(b)(3), to determine satisfaction of coverage or to correct a coverage failure, as to the Plan or to the component part of the Plan to which this Section applies, unless the Plan or component still fails coverage after application of this Section. The restriction in this Section 5.15(a) does not apply as to application of the average benefit test in performing nondiscrimination testing.

- (b) **Methodology.** If this Section 5.15 applies for a Plan Year, the Administrator, in the manner described herein, will suspend the allocation conditions for the NHCEs who are included in the coverage test and who are Participants in the Plan (or component part of the Plan) but who are not benefiting thereunder (within the meaning of Treas. Reg. §1.410(b)-3), such that enough additional NHCEs are benefiting under the Plan (or component part of the Plan) to pass coverage under the ratio percentage test. The ordering of suspension of allocation conditions is in the following priority tiers and if more than one NHCE in any priority tier satisfies the conditions for suspension (but all are not needed to benefit to pass coverage), the Administrator will apply the suspension beginning first with the NHCE(s) in that suspension tier with the lowest Compensation during the Plan Year:

- (1) **Last Day.** Those NHCE(s) employed by the Employer on the last day of the Plan Year, without regard to the number of Hours of Service in the Plan Year. If necessary to pass coverage, the Administrator then will apply Section 5.15(b)(ii).
- (2) **Latest Separation.** Those NHCE(s) who have the latest Separation from Service date during the Plan Year, without regard to the number of Hours of Service in the Plan Year. If necessary to pass coverage, the Administrator then will apply Section 5.15(b)(iii).

- (3) Most Hours of Service (More than 500). Those NHCE(s) with the greatest number of Hours of Service during the Plan Year but who have more than 500 Hours of Service.
- (c) The Employer may elect a different order of the suspension tiers, may elect to use Hours of Service (in lieu of Compensation) as a tiebreaker within any tier or may elect additional or other suspension tiers which are objective and not subject to Employer discretion.
- (d) Separate Application to Nonelective and Matching Contributions/Component Plan Disaggregation. If applicable under the Plan, the Employer shall elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) whether to apply this Section 5.15: (i) to both Nonelective Employer Contributions and Matching Employer Contributions if both components fail the ratio percentage test; (ii) only to Nonelective Contributions if this component fails the ratio percentage test; or (iii) only to Matching Contributions if this component fails the ratio percentage test.

5.16 Rehired Employees. A Participant who has both a Severance from Employment and a Reemployment Commencement Date in the same Plan Year shall be subject to the applicable continuing eligibility requirements for Matching Employer Contributions and/or Nonelective Employer Contributions during such Plan Year, unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to waive such allocation conditions (on a nondiscriminatory basis, if the Plan is an ERISA Plan).

Article 6. Limitations, Testing and Safe Harbor Contributions

6.01 Limitation on 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 described in Section 6.02(e).
- (b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any § 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 § 403(b) plans may not exceed the Maximum Annual Addition described in Section 6.02(e).
- (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 § 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any § 403(b) plans of any other employers may not exceed the Maximum Annual Addition described in Section 6.02(e). For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code §§ 414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code § 401(a) or 403(a), a § 403(b) plan, or a Simplified Employee Pension within the meaning of Code § 408(k). The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply a specific method under which the Plan shall limit total Annual Additions to the Maximum Annual Addition, in a manner than precludes Employer discretion.
- (d) Annual Notice to Participants. The Administrator shall provide written or electronic notice to Participants that explains the limitation in Section 6.01(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 6.01(c). The notice shall advise Participants that the application of the limitations in Section 6.01(c) shall 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 from income contributions to the Plan under Code § 403(b). The notice shall 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 § 403(b) 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 shall not exceed the Maximum Annual Addition described in Section 6.02(e), reduced by the Annual Additions credited to the Participant under this Plan and

any other Plan 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 § 403(b) plans of any other employers. Contributions to the Participant's Account under this Plan shall be reduced to the extent necessary to prevent this limitation from being exceeded as further described in Section 6.01(k).

(f) Excess Annual Additions.

- (1) If, notwithstanding Sections 6.01(a) through 6.01(e), a Participant's Annual Additions under this Plan, the § 403(b) plan of the Employer, or under this Plan and any "controlled plan" within the meaning of Section 6.01(c) aggregated with this Plan under Sections 6.01(b) and 6.01(c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition shall be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code § 401(a) or a Simplified Employee Pension maintained by an employer controlled by the Participant shall be deemed to have been credited first.
- (2) If an Excess Annual Addition is credited to a Participant under this Plan and another Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan shall be the product of:
 - (A) the total Excess Annual Addition credited as of such date, times
 - (B) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Plans of the Employer.
- (3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 6.01(i).

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

(h) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Standardized § 403(b) 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 Standardized § 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 6.01(e) and 6.01(f) as though the other plan were a Standardized § 403(b) Pre-Approved Plan unless the Employer provides alternative limitation provisions in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum).

(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 unless timely corrected. If a Participant's Account exceeds the Maximum Annual Addition for the Limitation Year, the Administrator may correct such excess in accordance with EPCRS or any permissible manner. Alternatively, a Participant's Excess Annual Additions attributable to this Plan shall be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which shall be maintained by the Vendor until the Excess Annual Additions are distributed in accordance with the terms governing the applicable Investment Arrangement. This separate account shall be treated as a separate contract to which Code § 403(c) (or another applicable provision of the Internal Revenue Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

(j) Estimation of 415 Compensation. Prior to the determination of the Participant's actual Compensation for the Limitation Year, the Administrator may determine the Maximum Annual

Addition on the basis of the Participant's estimated annual Compensation for such Limitation Year. The Administrator shall make this determination on a reasonable and uniform basis for all Participants similarly situated. The Administrator must reduce the allocation of any Employer Contributions (including the allocation of Participant forfeitures) based on estimated annual Compensation by any Excess Annual Additions carried over from prior years. As soon as is administratively feasible after the end of the Limitation Year, the Administrator shall determine the actual Maximum Annual Addition on the basis of the Participant's actual Compensation for such Limitation Year.

- (k) Prevention of Excess Annual Additions. If the Annual Additions the Administrator otherwise would allocate under the Plan to a Participant's Account for the Limitation Year may exceed the applicable limit on Annual Additions, the Administrator shall not allocate the Annual Addition, but instead shall take any reasonable (and if the Plan is an ERISA Plan, nondiscriminatory) action the Administrator determines necessary to avoid allocation of an Excess Annual Addition. Such actions include, but are not limited to, those described in this Section 6.01(k). The Administrator may apply this Section 6.01(k) in a manner which maximizes the allocation to a Participant of Employer Contributions (exclusive of the Participant's Deferral Contributions). Notwithstanding any contrary Plan provision, the Administrator, for the Limitation Year, may: (1) suspend or limit a Participant's additional Employee After-Tax Contributions or Deferral Contributions; (2) notify the Employer to reduce the future Employer Contributions as necessary to avoid allocation to a Participant of an Excess Annual Addition; and/or (3) suspend or limit the allocation to a Participant of any Employer Contributions previously made to the Plan (exclusive of Deferral Contributions) or of any Participant forfeiture. If an allocation of Employer Contributions previously made (excluding a Participant's Deferral Contributions) or of Participant forfeitures would result in an Excess Annual Addition to a Participant's Account, the Administrator shall allocate the Annual Addition to the remaining Participants who are eligible for an allocation of Employer Contributions for the Plan Year in which the Limitation Year ends. The Administrator shall make this allocation in accordance with the Plan's allocation method as if the Participant whose Account otherwise would receive the Annual Addition were not eligible for an allocation of Employer Contributions. If the Administrator allocates to a Participant an Excess Annual Addition, the Administrator must dispose of the Excess Annual Addition in accordance with Section 6.01(i).

- (1) Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply a different method under which the Plan shall limit total Annual Additions to the Maximum Annual Additions, in a manner that precludes Employer discretion.

6.02 Definitions. For purposes of Section 6.01, the following definitions shall apply:

- (a) **"Annual Additions"** means the sum of the following amounts credited to a Participant's Account under the Plan or any other plan aggregated with the Plan under Sections 6.01(b) and 6.01(c) for a Limitation Year:
- (1) Employer Contributions, including Deferral Contributions (other than Age 50 Catch-up Contributions described in Code § 414(v) and contributions that have been distributed to the Participant as Excess Elective Deferrals);
 - (2) Employee After-Tax Contributions;
 - (3) Forfeitures allocated to the Participant's Account;
 - (4) To the extent the Participant controls an employer that provides for the following: amounts allocated to an individual medical account, as defined in Code § 415(1)(2), which is part of a pension or annuity plan; 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 Code § 419A(d)(3), under a welfare benefit fund, as defined in Code § 419(e); mandatory employee contributions under Code § 411(c)(2)(C) made to a

defined benefit plan maintained by the Employer, unless such contributions are “picked up” by the Employer under Code § 414(h)(2); and

- (5) Allocations under a simplified employee pension described in Code § 408(k), but only to the extent that the Participant controls an employer that has a plan that provides for such annual additions.

Notwithstanding the foregoing, amounts described in (1), (2), (3), and (5) above are Annual Additions for purposes of both the dollar limitation and the percentage of compensation limitation described in Section 6.02(e). Amounts described in (4) above are Annual additions solely for purposes of the dollar limitation described in Section 6.02(e). Annual Additions do not include the following contributions to Participants’ Accounts: transfers to the Plan; Rollover Contributions; loan repayments; repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D); repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments; restorative payments allocated to a Participant’s Account, which include payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under Title I of ERISA or under other applicable federal or state law, where similarly situated Participants are similarly treated; and amounts allocated to Accounts from an ERISA Account or similar arrangement.

- (b) **“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 6.01(b) and (c) over the Maximum Annual Addition for the Limitation Year described in Section 6.02(e).
- (c) **“Includible Compensation”** means an Employee’s compensation received from the Employer that is includible in the Participant’s gross income for Federal income tax purposes (computed without regard to Code § 911, relating to United States citizens or residents living abroad). Includible Compensation for a minister who is self-employed means the minister’s earned income as defined in Code § 401(c)(2) (computed without regard to Code § 911). Includible Compensation also includes any Deferral Contribution 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 Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of Treas. Reg. § 1.403(b)-2(b)(8). Includible Compensation is increased by Differential Wage Payments under Code § 3401(h) for the most recent period that is a Year of Service and difficulty of care payments under Code § 131(c)(1)(A) that are otherwise excludible from income. The amount of Includible Compensation is determined without regard to any community property laws.

- (1) **Application of Limits.** If the Plan is an ERISA Plan or Governmental Plan, except as provided in Treas. Reg. § 1.401(a)(17)-1(d)(4)(ii) with respect to eligible participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions for any year shall not exceed \$305,000, which is the annual compensation limit established under Code § 401(a)(17) and adjusted for cost-of-living increases to the extent provided under Code § 401(a)(17)(B) for periods after 2022. If the Plan is a Church Plan, the limit under Code § 401(a)(17) does not apply. If the Employer is a Non-QCCO, 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 Code § 401(a)(17) and adjusted for cost-of-living increases to the extent provided under Code § 401(a)(17)(B) for periods after 2022.
- (2) **Participants with a Disability.** For purposes of applying the limitations on Annual Additions to Nonelective Employer Contributions pursuant to Code § 415, Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)) 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.

- (3) **Timing Rules.** For purposes of testing the Plan for compliance with Code § 415 only, Includible Compensation includes amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, as described in Treas. Reg. § 1.415(c)-2(e)(2), provided such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and no such amounts are included in more than one Limitation Year. The Employer may elect a different timing rule in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum).
- (d) **“Limitation Year”** means the calendar year. However, if the Participant is in control of an employer as described in Section 6.01(c), the Limitation Year shall be the Limitation Year of the defined contribution plan controlled by the Participant.
- (e) **“Maximum Annual Addition”** means the Annual Addition that may be contributed or allocated to a Participant’s Account under the Plan for any Limitation Year. Such amount shall not exceed the lesser of (1) \$61,000, as adjusted for increases in the cost-of-living for years after 2022, or (2) one hundred percent (100%) of the Participant’s Includible Compensation for the Limitation Year. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive-month period, the dollar limitation specified in clause (1) above applicable for the calendar year in which the short Limitation Year ends shall be adjusted by multiplying such dollar limitation by a fraction, the numerator of which is the number of months (counting any portion of a month as a whole month) in the short Limitation Year and the denominator of which is 12. The one hundred percent (100%) of Includible Compensation limit referred to in (2) above shall not apply to any contribution for medical benefits after Separation from Service (within the meaning of Code §§ 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition.

6.03 Limitations on Deferral Contributions.

- (a) **Elective Deferral Limit.** The maximum amount of Deferral Contributions made for a calendar year for a Participant, when aggregated with the “elective deferrals” made under any other qualified plan maintained by the Employer or a Related Employer and required to be aggregated with Deferral Contributions hereunder, shall not exceed the Elective Deferral Limit described in Section 6.04(b). The following additional rules apply:
 - (1) Deferral Contributions shall not include Age 50 Catch-Up Contributions described in Section 5.03(b)(2)(A).
 - (2) Deferral Contributions shall include pre-tax contributions and “designated Roth contributions.”
 - (3) Deferral Contributions shall not include any deferrals properly distributed from the Plan or another plan as an Excess Annual Addition described in Section 6.02(b).
 - (4) If the Participant’s taxable year is not a calendar year, the Administrator must apply the Elective Deferral Limit in effect for the calendar year in which the Participant’s taxable year begins.
- (b) **Excess Deferrals.** The amount of Deferral Contributions for a calendar year that exceeds the Elective Deferral Limit described in Section 6.04(b) is considered the Participant’s Excess Deferrals for such year. Excess Deferrals shall be treated as Annual Additions under the Plan as described in Section 6.02(a), unless such amounts are distributed no later than the first April 15 following the close of the calendar year in which the Excess Deferrals were made (or such other later deadline as permitted by law).
- (c) **Suspension to Prevent Excess Deferrals.** If the Employer determines that a Participant’s Deferral Contributions to the Plan for a taxable year may exceed the Elective Deferral Limit, the Employer may suspend the Participant’s Deferral Contributions under such Participant’s Salary Reduction Agreement, if any, until the following January 1.

- (d) Assignment of Excess Deferrals. If a Participant makes deferral contributions to another plan subject to the Code § 402(g) limit (e.g., a 401(k) plan or 403(b) plan of the Employer, Related Employer, SARSEP or SIMPLE IRA), or another employer, a Participant may assign to the Plan any Excess Deferrals made during a calendar year by notifying the Administrator, on or before March 15 (or such other reasonable date established by the Vendor and communicated to Participants) following the calendar year in which the Excess Deferrals were made, of the amount of the Excess Deferrals to be assigned to the Plan. The Administrator may require the Participant to provide reasonable evidence of Excess Deferrals made to such other plan(s). A Participant is deemed to notify the Administrator of any Excess Deferrals that arise by taking into account only those Deferral Contributions made to the Plan and those Excess Deferrals made to any other plan maintained by the Employer or a Related Employer.
- (e) Correction of Excess Deferral Contributions. If the Deferral Contributions on behalf of a Participant for any calendar year exceeds the limitations of Section 6.04(b) or the Deferral Contributions on behalf of a Participant for any calendar year exceeds the limitations of Section 6.04(b) when combined with other amounts deferred by the Participant under another plan of the Employer or a Related Employer under Code § 403(b) (and any other plan that permits elective deferrals under Code § 402(g) for which the Participant provides information that is accepted by the Administrator), then the Deferral Contributions, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year as determined under Section 6.07), shall be distributed to the Participant no later than April 15 of the calendar year following the calendar year for which the Excess Deferral Contributions were made.
- (1) Assigned Excess Deferrals. With respect to any Participant to whose Account Excess Deferrals were assigned for the preceding calendar year and who claims Excess Deferrals for such calendar year, such Excess Deferrals (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year as determined under Section 6.07) shall be distributed no later than April 15 (or if later, the date permitted under applicable law).
 - (2) Excess Deferrals Allocated to Multiple Subaccounts. In the event that Excess Deferrals are allocated to a Participant's Deferral Contributions subaccounts, such Excess Deferrals shall be distributed first from the Participant's Deferral Contributions for the Plan Year other than the Participant's Roth 403(b) Contributions and then from the Participant's Roth 403(b) Contributions, unless the Employer elects otherwise in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). The Administrator also may permit affected Participants to elect the source(s) from which the Vendor shall make the corrective distribution, subject to the Vendor's operational capabilities.
 - (3) The amount of Excess Deferrals distributed from a Participant's Account or subaccount shall not exceed the amount of the Deferral Contributions or Roth 403(b) Contributions made by the Participant for the taxable year of the correction. Notwithstanding anything herein to the contrary, Excess Deferrals to be distributed to a Participant for a calendar year shall be reduced by any Excess Annual Additions as described in Section 6.02(b) for the Plan Year beginning within such calendar year that were previously distributed or re-characterized in accordance with the provisions of Section 6.01(i).
- (f) Matching Employer Contributions. Any Matching Employer Contributions attributable to Excess Deferrals, plus any income and minus any loss allocable thereto as determined under Section 6.07, shall be forfeited and applied as provided in Sections 11.07 and 11.08. Such forfeited Matching Employer Contributions shall be disregarded for purposes of the "ACP" test, if applicable.
- (g) Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of Section 6.03, if the Participant is or has been a Participant in one or more other plans under Code § 403(b) (and any other plan that permits elective deferrals under Code § 402(g)), then this Plan and all such other plans shall be considered as one plan for the purpose of applying the limitation in Section 6.03. 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 the Participant's participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for the purpose of applying the limitation in Section 6.04(b)(1) only if such plan is a Code § 403(b) plan.

6.04 Definitions. For purposes of Section 6.03, the following definitions shall apply:

- (a) **“Deferral Contributions”** means a Participant's regular Deferral Contributions as described in Section 5.03(b)(1) and Special Section 403(b) Catch-Up Contributions as described in Section 5.03(b)(2)(B), without regard to whether such amounts have been designated as Roth 403(b) Contributions as described in Section 5.03(c).
- (b) **“Elective Deferral Limit”** means the maximum amount of Deferral Contributions made for a calendar year for a Participant under the Plan, when aggregated with the “elective deferrals” made under any other plan maintained by the Employer or a Related Employer which are required to be aggregated with Deferral Contributions hereunder. Such amount shall not exceed \$20,500, which is the applicable dollar amount established under Code § 402(g)(1)(B) and adjusted for cost-of-living to the extent provided under Code § 402(g)(4) for periods after 2022 (the “applicable dollar amount”).
 - (1) Special Section 403(b) Catch-Up Contributions. Notwithstanding the foregoing, if the Employer is a Qualified Organization and if elected in Election 1.07(b)(2) of the Adoption Agreement, the applicable dollar amount for any Qualified Employee shall be increased by the least of:
 - (A) \$3,000;
 - (B) The excess of (i) \$15,000, over (ii) the total Special Section 403(b) Catch-up Contributions made for the Qualified Employee by the Qualified Organization for prior years; or
 - (C) The excess of (i) \$5,000 multiplied by the number of Years of Service of the Employee with the Qualified Organization, over (ii) the total Deferral Contributions pursuant to Code § 401(k), 408(k)(6), 408(p) or 403(b) other than deferrals under Code § 414(v) made for the Employee by the Qualified Organization for prior years.
 - (2) Age 50 Catch-Up Contributions. The maximum dollar amount of the Age 50 Catch-Up Contributions under the Plan for any calendar year shall not exceed \$6,500, which is the applicable dollar amount established under Code § 414(v)(2)(B)(i) and adjusted for cost-of-living increases to the extent provided under Code § 414(v)(2)(C) for periods after 2022.
 - (3) Coordination. Amounts in excess of the limitation set forth in Section 6.04(b) shall be allocated first to the Special Section 403(b) Catch-up Contribution under Section 5.03(b)(2)(B) and next as an age 50 Catch-up Contribution under Section 5.03(b)(2)(A). However, in no event can the amount of the Deferral Contributions for a year be more than the Participant's Compensation for the year.
- (c) **“Excess Deferral”** means the amount of Deferral Contributions for a calendar year that exceeds the Elective Deferral Limit for such calendar year. Excess Deferrals shall be treated as Annual Additions under the Plan as described in Section 6.02(a), unless such amounts are distributed no later than the first April 15 following the close of the calendar year in which the Excess Deferrals were made (or such other later deadline as permitted by law).

6.05 Limitations on Matching Employer Contributions and Employee After-Tax Contributions (“ACP” Test). Section 6.05 does not apply to a Non-ERISA Plan.

- (a) Applicability. The provisions of this Section 6.05 shall not apply to Active Participants who are included in a unit of Employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers.

The ACP Test described in Section 6.05(b) shall be deemed satisfied and the provisions of this Section 6.05 shall not apply to the Plan if the Employer has elected in Election 1.11(a)(3) of the Adoption Agreement to make Safe Harbor Matching Employer Contributions or Election 1.12(a)(3) of the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions for a Plan Year. The provisions of this Section 6.05 shall not apply to Matching Employer Contributions made on account of amounts deferred pursuant to Code § 457(b) under a separate eligible deferred compensation plan of a Governmental entity.

(b) ACP Determination. A Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-Highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year. The ACP of Highly Compensated Employees and Non-Highly Compensated Employees shall be determined as described in this Section 6.05(b) on an annual basis.

(1) Current Year Testing Method. If the Employer elects the Current Year Testing Method in Election 1.06(a)(1) of the Adoption Agreement, the ACP test described in Section 6.05(b)(2)(A) or (B) shall be applied by comparing the current Plan Year's ACP for Participants who are Highly Compensated Employees for each Plan Year with the current Plan Year's ACP for Participants who are Non-Highly Compensated Employees.

(2) Prior Year Testing Method. If the Employer elects the Prior Year Testing Method in Election 1.06(a)(2) of the Adoption Agreement, the ACP for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:

(A) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or

(B) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 2, provided that the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who were Non-Highly Compensated Employees in the prior Plan Year by more than 2 percentage points.

For the first Plan Year that this Plan permits any Participant to make Employee After-Tax Contributions, provides for Matching Employer Contributions, or both, and this is not a successor plan, for purposes of the tests described in Section 6.05(b)(2)(A) and (B), the Non-Highly Compensated Employees' ACP shall be the actual ACP of such Participants for such first Plan Year, unless the Employer elects in Election 1.06(b) of the Adoption Agreement to assume a three percent (3%) ACP for the first Plan Year of a new Plan.

(3) Special Rules.

(A) Participants in Multiple Plans. For purposes of this Section, the Contribution Percentage for any Participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to his or her account under two or more plans or arrangements described in Code §§ 401(a) or 403(b) that are maintained by the Employer, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall

be aggregated. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code § 401(m).

- (B) Aggregation of Plans. In the event that this Plan satisfies the requirements of Code §§ 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this Section shall be applied by determining the ACP of Employees as if all such plans were a single plan. If more than ten percent (10%) of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treas. Reg. § 1.401(m)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ACP for the prior year shall be made in accordance with such Regulations, unless the Employer has elected in Election 1.06(a)(1) of the Adoption Agreement to use the Current Year Testing method. Plans may be aggregated in order to satisfy Code § 401(m) only if they have the same Plan Year and use the same ACP testing method.
- (C) Timing. For purposes of the ACP test, Employee After-Tax Contributions are considered to have been made in the Plan Year in which contributed to the Plan. Matching Employer Contributions, Qualified Matching Employer Contributions and Qualified Nonelective Contributions shall be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.
- (D) Change from Current Year to Prior Year Testing Method. If the Employer has elected to use the Current Year Testing Method in Election 1.06(a)(1) of the Adoption Agreement, the Employer may elect to use the Prior Year Testing Method for a Plan Year only if the Plan has used Current Year Testing for each of the preceding five Plan Years (or if lesser, the number of Plan Years the Plan has been in existence) or if, as a result of a merger or acquisition described in Code § 410(b)(6)(C)(i), the Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within the transition period described in Code § 410(b)(6)(C)(ii).
- (c) Reductions in Employee After-Tax Contributions to Meet Code Requirements. If the Administrator anticipates that the Plan may not satisfy the ACP test for the year, the Administrator may reduce the rate of Employee After-Tax Contributions of Participants who are Highly Compensated Employees to an amount determined by the Administrator to be necessary to satisfy the ACP test.
- (d) Component Plan Disaggregation. Notwithstanding anything herein to the contrary, if the Plan permits Employees to make Employee After-Tax Contributions and/or receive Matching Employer Contributions prior to the time the Employees have completed the minimum age and service requirements of Code § 410(a)(1)(A) and the Employer elects, pursuant to Code § 410(b)(4)(B), to disaggregate the Plan into two component plans for purposes of complying with Code § 410(b)(1), one benefiting Employees who have completed such minimum age and service requirements and the other benefiting Employees who have not, the Plan must be disaggregated in the same manner for ACP testing purposes, unless the Plan applies the alternative rule in Code § 401(m)(5)(C). In determining the component plans for purposes of such disaggregation, the Employer may apply the Plan's entry dates or the entry dates permitted under Code § 410(a)(4). The Employer may separately apply any corrective action permitted under Section 6.05 to correct each disaggregated portion of the Plan.
- (e) Recordkeeping. The Employer shall maintain records sufficient to demonstrate satisfaction of the ACP test, including but not limited to the amount of Matching Employer Contributions, Employee After-Tax Contributions, Qualified Nonelective Employer Contributions, and/or Qualified Matching Employer Contributions used in such test.

- (f) Corrective Distribution of Excess Aggregate Contributions. Notwithstanding any other provision of the Plan, if the Employer does not make a QMAC as described in Section 5.07 or QNEC as described in Section 5.09 sufficient to correct a failed ACP test for a Plan Year, any Excess Aggregate Contributions, plus any income and minus any loss allocable thereto as determined under Section 6.07, may be distributed to the extent Vested or otherwise forfeited from a Participant's Employee After-Tax Contributions subaccount, Matching Employer Contributions subaccount and, if applicable, the Participant's Qualified Nonelective Employer Contributions subaccount in the order or pro-rata basis prescribed and communicated to the Vendor by the Administrator, which order shall be nondiscriminatory if the Plan is an ERISA Plan with respect to all Participants in accordance with the timing requirements of Section 6.05(g). Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Aggregated Contributions taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. Excess Aggregate Contributions shall be treated as Annual Additions under the Plan even if distributed or forfeited.
- (1) The Administrator shall determine the total amount of the Excess Aggregate Contributions by starting with the Highly Compensated Employee(s) who has the greatest Contribution Percentage, reducing such Highly Compensated Employee's Contribution Percentage (but not below the next highest Contribution Percentage), then, if necessary, reducing the Contribution Percentage of the Highly Compensated Employee(s) at the next highest Contribution Percentage, including the Contribution Percentage of the Highly Compensated Employee(s) whose Contribution Percentage the Administrator already has reduced (but not below the next highest Contribution Percentage), and continuing in this manner until the ACP for the Highly Compensated Employee group is equal to the amount required for the Plan to pass the ACP test. All reductions under this Section 6.05(f)(1) are to the Contribution Percentage only and do not result in any actual distributions.
- (2) The Administrator shall determine each Highly Compensated Employee's share of Excess Aggregate Contributions by starting with the Highly Compensated Employee(s) who has the highest dollar amount of Aggregate Contributions, reducing the amount of such Highly Compensated Employee's Aggregate Contributions (but not below the next highest dollar amount of the Aggregate Contributions), then, if necessary, reducing the amount of Aggregate Contributions of the Highly Compensated Employee(s) at the next highest dollar amount of Aggregate Contributions, including the Aggregate Contributions of the Highly Compensated Employee(s) whose Aggregate Contributions the Administrator already has reduced (but not below the next highest dollar amount of Aggregate Contributions), and continuing in this manner until the Vendor has distributed all Excess Aggregate Contributions.
- (g) Timing of Correction. The distribution or forfeiture described in Section 6.05(f) shall occur no later than twelve months after a Plan Year in which the Excess Aggregate Contributions were made. If such Excess Aggregate Contributions are distributed more than 2 ½ months (increased to 6 months if the Plan is an EACA as elected in Election 1.07(d)(2) of the Adoption Agreement and all Eligible Employees are covered by the EACA) after the last day of the Plan Year or Limitation Year in which such Excess Aggregate Contributions were made, a ten percent (10%) excise tax shall be imposed on the Employer maintaining the Plan with respect to such amounts.

6.06 Definitions. For purposes of Section 6.05, the following definitions shall apply:

- (a) **“Actual Contribution Percentage” (“ACP”)** means, for a specified group of Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group, calculated to the nearest one-hundredth of one percent.
- (b) **“Contribution Percentage”** means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amount to the Participant's Compensation for the Plan Year.

- (c) **“Contribution Percentage Amount”** means the sum of the Employee After-Tax Contributions and Matching Employer Contributions made under the Plan on behalf of the Participant for the Plan Year. Such Contribution Percentage Amount shall not include Matching Employer Contributions that are forfeited either to correct Excess Aggregate Contributions or because the contributions to which they relate are Excess Deferrals, Excess Contributions, or Excess Aggregate Contributions. The Contribution Percentage Amount includes any QNECs or Matching Employer Contributions that the Administrator decides to include, provided such amounts are not impermissibly targeted.
- (d) **“Eligible Participant”** means any Employee who is eligible to make an Employee After-Tax Contribution or to receive a Matching Employer Contribution (including forfeitures), a Qualified Matching Employer Contribution or a Qualified Nonelective Employer Contribution (if taken into account when determining the Contribution Percentage Amount). If an Employee After-Tax Contribution is required as a condition of participation in the Plan, any Employee who would be a Participant in the Plan if such Employee made such a contribution shall be treated as an Eligible Participant on behalf of whom no Employee After-Tax Contributions are made.
- (e) **“Excess Aggregate Contributions”** means, with respect to any Plan Year, the excess of:
 - (1) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over
 - (2) The maximum Contribution Percentage Amounts permitted by the ACP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

Such determination shall be made after first determining Excess Elective Deferrals.
- (f) **“Matching Employer Contribution”** shall mean an Employer contribution made to this or any other defined contribution plan of the Employer or Related Employer on behalf of a Participant on account of an Employee After-Tax Contribution made by such Participant, or on account of a Participant’s Deferral Contributions under this Plan or another plan maintained by the Employer or Related Employer, other than amounts deferred pursuant to Code § 457 under a separate eligible deferred compensation plan of a Governmental Employer.

6.07 Income or Loss on Distributable Contributions. The income or loss allocable to corrected Excess Annual Additions as described in Section 6.02(b), Excess Deferrals as described in Section 6.04(c) and Excess Aggregate Contributions as defined in Section 6.06(e) shall be determined under one of the following methods:

- (a) The income or loss attributable to such distributable contributions shall be the income or loss for the Limitation Year allocable to the Participant’s Account to which such contributions were made multiplied by a fraction, the numerator of which is the amount of the distributable contributions and the denominator of which is the balance of the Participant’s Account to which such contributions were made, determined as of the end of the Limitation Year without regard to any income or loss occurring during the Limitation Year; or
- (b) The income or loss attributable to such distributable contributions shall be the income or loss on such contributions for the Limitation Year, determined under any other reasonable method. Any reasonable method used to determine income or loss hereunder shall be used consistently for all Participants in determining the income or loss allocable to distributable contributions hereunder and shall be the same method that is used by the Plan in allocating income or loss to Participants’ Accounts.

6.08 403(b) Safe Harbor Contributions. Section 6.08 does not apply if the Plan is a Non-ERISA Plan.

- (a) In General. The Employer may elect in Election 1.11(a)(3) of the Adoption Agreement to make Safe Harbor Matching Employer Contributions or in Election 1.12(a)(3) of the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions for the purpose of satisfying the ACP test

of Code § 401(m), as further described in and subject to the requirements of this Section 6.08. In such event, any provisions relating to the ACP test described in Section 6.05 shall not apply. To the extent that any other provision of the Plan is inconsistent with the provisions of this Section 6.08, the provisions of Section 6.08 shall govern. The following definitions shall apply for purposes of this Section 6.08:

- (1) **“ACP Safe Harbor”** means the method described in Section 6.08(b) for satisfying the ACP test of Code § 401(m)(2) described in Section 6.05(b).
- (2) **“Compensation”** means the definition of Compensation elected by the Employer in Election 1.05 of the Adoption Agreement, except, for purposes of this Section 6.08, no dollar limit, other than the limit imposed by Code § 401(a)(17)(B), applies to the compensation of a Non-Highly Compensated Employee.
- (3) **“Eligible Participant”** means an Employee who meets the age and Eligibility Service requirements elected by the Employer in Elections 1.04(a) and 1.04(b) and Coverage Addendum if applicable to receive Safe Harbor Matching Employer Contributions or Safe Harbor Nonelective Contributions, as relevant. In addition, the Employer may elect to limit the definition of “eligible” Participants in Election 1.11(a)(3)(F) of the Adoption Agreement and the Matching Employer Contributions Addendum, or Election 1.12(a)(3)(B) of the Adoption Agreement and the Nonelective Employer Contributions Addendum. Any elections made in the Matching Employer Contributions Addendum or Nonelective Employer Contributions Addendum regarding the definition of “eligible” Participants shall be in addition to the age and Eligibility Service requirements elected for the applicable Safe Harbor Contribution type in Elections 1.04(a) and 1.04(b) of the Adoption Agreement. An Eligible Employee’s receipt of the Safe Harbor Matching Employer Contributions shall not be conditioned on the Eligible Employee’s completion of a certain number of Hours of Service during the Plan Year or on employment on a certain day during the Plan Year.
- (4) **“Safe Harbor Contributions”** means Safe Harbor Matching Employer Contributions as described in Section 6.08(b)(1) and/or Safe Harbor Nonelective Employer Contributions as described in Section 6.08(b)(2).
- (5) **“Safe Harbor Plan”** means a Plan intending to meet the requirements for Safe Harbor Matching Employer Contributions and/or Safe Harbor Nonelective Employer Contributions, as elected by the Employer.

(b) Contribution Rates.

- (1) Safe Harbor Matching Employer Contributions. The Employer may elect in Election 1.11(a)(3) of the Adoption Agreement to make Safe Harbor Matching Employer Contributions to the Plan (subject to Section 6.08(k)) in the amount elected by the Employer in Election 1.11(a)(3)(A), (B), (C) or (D) of the Adoption Agreement. If the Plan is a QACA Plan as described in Code § 401(k)(13), Safe Harbor Matching Employer Contributions shall be elected by the Employer in Election 1.11(a)(3)(C) or (D) (“QACA Safe Harbor Matching Employer Contributions”). The Employer shall elect the age and Eligibility Service requirements to receive Safe Harbor Matching Employer Contributions in Elections 1.04(a) and (b) of the Adoption Agreement, respectively. Safe Harbor Matching Employer Contributions shall be subject to the same distribution restrictions as Qualified Matching Employer Contributions pursuant to applicable regulations and shall only satisfy the “ACP” test if the requirements of Section 6.09 are met.
- (2) Safe Harbor Nonelective Employer Contributions. The Employer may elect in Election 1.12(a)(3) of the Adoption Agreement to make Safe Harbor Nonelective Employer Contributions to the Plan (subject to Section 6.08(k)) in an amount not less than three percent (3%) and not more than twenty-five percent (25%) of each “eligible” Participant’s Compensation for such Plan year. If the Plan is a QACA Plan as described in Code §

401(k)(13), Safe Harbor Nonelective Employer Contributions (at the same rate) shall be elected by the Employer in Election 1.12(a)(3)(A) (“QACA Safe Harbor Nonelective Employer Contributions”). The Employer shall elect the age and Eligibility Service requirements to receive Safe Harbor Nonelective Employer Contributions in Elections 1.04(a) and 1.04(b) of the Adoption Agreement, respectively. Safe Harbor Nonelective Employer Contributions shall be subject to the same distribution restrictions as Qualified Nonelective Employer Contributions pursuant to applicable regulations and shall only satisfy the “ACP” test if the requirements of Section 6.09 are met.

- (c) Deferral Contributions Matched. If the Employer has elected to make Safe Harbor Matching Employer Contributions, such Safe Harbor Matching Employer Contributions must be made with respect to Deferral Contributions and Age 50 Catch-Up Contributions made by “eligible” Participants for such Plan Year. Allocations qualifying for the ACP Safe Harbor must be based on a nondiscriminatory definition of Compensation.
- (d) Contribution Period. The Contribution Period for purposes of calculating the amount of Safe Harbor Matching Employer Contributions is the Plan Year, except as provided in Election 1.11(a)(3)(E). The Contribution Period for purposes of calculating the amount of Safe Harbor Nonelective Employer Contributions is the Plan Year.
- (e) Distribution Restrictions. The Participant’s accrued benefit derived from Safe Harbor Contributions may not be distributed earlier than Severance from Employment, age 59½, death, the Participant’s becoming Disabled, or termination of the Plan without the establishment or maintenance of another defined contribution plan.
- (f) Notice Requirements. The following notice requirements apply if the Employer has elected to make Safe Harbor Matching Employer Contributions or, for Plan Years beginning before January 1, 2020, if the Employer has elected to make Safe Harbor Nonelective Employer Contributions to the Plan.
 - (1) In General. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer shall provide each Eligible Employee a comprehensive notice of the Employee’s rights and obligations under the Plan (the “Safe Harbor Notice”), written in a manner calculated to be understood by the average Eligible Employee. If an Employee becomes eligible after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than ninety (90) days before the Employee becomes eligible but not later than the date the Employee becomes eligible.
 - (2) Additional Notices.
 - (A) Reduce or Suspend. A notice shall be provided to all Eligible Employees if at any time the Plan is amended by the Employer during a Plan Year to prospectively reduce or suspend Safe Harbor Contributions. The notice shall provide that the reduction or suspension must apply no earlier than the later of the date the Plan amendment reducing or suspending contributions is adopted or 30 days after the supplemental notice is provided to Eligible Employees.
 - (B) Mid-Year Change. An updated notice of any permissible mid-year change to a Plan’s required Safe Harbor Notice content shall be provided to all Eligible Employees at least 30 days (and not more than 90 days) before the effective date of the change. The updated notice must describe the mid-year change and its effective date. If it is not practical for the updated notice to be provided before the effective date of the change, the notice and an opportunity to make or change a deferral election shall be provided as soon as practicable, but not later than 30 days after the change is adopted.
 - (3) Election Periods. In addition to any other election periods provided under the Plan, each Eligible Employee may make or modify a salary reduction election during the 30-day period immediately following receipt of a notice described in Section 6.08(f)(1) or (2).

- (g) Vesting. A Participant shall have a one hundred percent (100%) vested interest in a Matching Employer Contributions subaccount attributable to Safe Harbor Matching Employer Contributions described in Section 6.08(b)(1), other than QACA Safe Harbor Matching Employer Contributions. A Participant shall have a one hundred percent (100%) vested interest in Safe Harbor Nonelective Employer Contributions described in Section 6.08(b)(2), other than QACA Safe Harbor Nonelective Employer Contributions. The Employer shall elect the vesting schedule for QACA Safe Harbor Matching Employer Contributions and QACA Safe Harbor Nonelective Employer Contributions in Elections 1.16(c)(3) and (4) of the Adoption Agreement, respectively, and the Vesting Schedule Addendum. QACA Safe Harbor Matching Employer Contributions and QACA Safe Harbor Nonelective Employer Contributions shall become one hundred percent (100%) Vested no later than upon a Participant's completion of two Years of Vesting Service.
- (h) Plan Terms. Except with respect to a Plan Year described in (2) below, the Plan must be amended to provide for Safe Harbor Matching Employer Contributions or Safe Harbor Nonelective Employer Contributions before the first day of such Plan Year and, except with respect to a Plan Year described in (1) through (4) below, such provisions must remain in effect for an entire 12-month Plan Year unless amended mid-year as permitted by applicable regulation or IRS guidance. The 12-month Plan Year requirement shall not apply to:
- (1) The first Plan Year of a newly established Plan (other than a successor plan, which means a plan in which at least fifty percent (50%) of the Eligible Employees of the first Plan Year were eligible under another 403(b) Plan maintained by the Employer in the prior Plan Year) if such Plan Year is at least 3 months long, provided that the 3-month requirement shall not apply in the case of a newly established employer that establishes a plan as soon as administratively feasible;
 - (2) The Plan Year in which Deferral Contributions are initially permitted under an existing plan (other than a successor plan), if Deferral Contributions are permitted no later than 3 months before the end of such Plan Year;
 - (3) Any short Plan Year resulting from a change in Plan Year if (i) the Plan satisfied the safe harbor requirements for the immediately preceding Plan Year and (ii) the Plan satisfies the safe harbor requirements for the immediately following Plan Year (or the immediately following 12 months, if the following Plan Year has fewer than 12 months); or
 - (4) The final Plan Year of a terminating Plan if either of the following applies: (i) the termination is in connection with a transaction described in Code § 410(b)(6)(C); or (ii) the Employer incurs a substantial business hardship comparable to a substantial business hardship described in Code § 412(d).
- (i) Testing Requirement. Notwithstanding any other provision of this Section, if the Employer has elected a more stringent eligibility requirement for Safe Harbor Nonelective Employer Contributions and/or Safe Harbor Matching Employer Contributions than for Deferral Contributions, the Plan shall be disaggregated and treated as two separate plans pursuant to Code § 410(b)(4)(B). Only those Participants who are "eligible" Participants shall receive the Safe Harbor Contributions, and the disaggregated plan which covers such "eligible" Participants shall be considered a Safe Harbor 403(b) Plan. The Administrator shall perform the ACP test described in Section 6.05(b), if needed, for the disaggregated plan which covers the Participants who are not "eligible" Participants.
- (j) Timing of Contributions. Safe Harbor Matching Employer Contributions must be allocated to Active Participants' Accounts as of a date within such Plan Year and must be made before the last day of the 12-month period immediately following such Plan Year, if the Contribution Period described in Section 6.08(d) is the Plan Year. If the Employer elects in Election 1.11(a)(3)(E) of the Adoption Agreement to compute its Safe Harbor Matching Employer Contributions based on a time period which is less than the Plan Year, the Employer must contribute the Safe Harbor Matching Employer Contributions to the Plan no later than the end of the Plan Year quarter which follows the quarter in which the Deferral Contribution that gave rise to the Safe Harbor Matching Employer

Contribution was made. If the Employer fails to contribute by the foregoing deadline, the Employer shall correct the operational failure by contributing the Safe Harbor Matching Employer Contributions as soon as administratively possible and also shall contribute Earnings on the Contributions.

- (k) Contributions to Another Plan. Notwithstanding the requirement in Sections 6.08(b)(1) and 6.08(b)(2) that the Employer make the Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions, respectively, to this Plan, the Employer may elect in the Matching Employer Contributions Addendum and/or the Nonelective Employer Contributions Addendum to the Adoption Agreement, as applicable, to make Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions, respectively, to the defined contribution plan specified in such election. However, such contributions shall be made to this Plan unless (1) each Eligible Employee under this Plan is also eligible under the other plan, (2) the other plan has the same Plan Year as this Plan, and (3) the other plan provides that one hundred percent (100%) Vesting described in Section 6.08(g) and the distribution restrictions described in Section 6.08(e) apply to the Safe Harbor Contribution Account maintained within the other plan. An Employer cannot apply any Safe Harbor Contributions to satisfy the safe harbor requirements in more than one plan. If more stringent age and/or Eligibility Service requirements apply for eligibility to receive the Safe Harbor Contribution under the other defined contribution plan than applies for eligibility to make Deferral Contributions under the Plan, the Plan shall be disaggregated and treated as two separate plans pursuant to Code § 410(b)(4)(B).

6.09 Deemed Satisfaction of “ACP” Test with Respect to Matching Employer Contributions. Section 6.09 does not apply if the Plan is a Non-ERISA Plan. The Plan shall be deemed to have satisfied the “ACP” test described in Section 6.05(b) with respect to Matching Employer Contributions, if Matching Employer Contributions (and, if applicable additional Matching Employer Contributions elected in Election 1.11(b) of the Adoption Agreement) to the Plan for the Plan Year meet all of the following requirements:

- (a) Matching Employer Contributions meet the requirements of Sections 6.08(b) and 6.08(c) as if they were Safe Harbor Matching Employer Contributions;
- (b) the percentage of eligible contributions matched does not increase as the percentage of Compensation contributed increases;
- (c) the ratio of Matching Employer Contributions made on behalf of each Highly Compensated Employee for the Plan Year to each such Highly Compensated Employee’s eligible contributions for the Plan Year is not greater than the ratio of Matching Employer Contributions to eligible contributions that would apply to each Non-Highly Compensated Employee for whom such eligible contributions are the same percentage of Compensation, adjusted as provided in Section 5.02, for the Plan Year;
- (d) eligible contributions matched do not exceed six percent (6%) of a Participant’s Compensation; and
- (e) if the Employer elected in Election 1.11(a)(2) of the Adoption Agreement to provide discretionary Matching Employer Contributions, the Employer also limited the dollar amount of such discretionary Matching Employer Contributions allocated to a Participant for the Plan Year to no more than four percent (4%) of such Participant’s Compensation for the Plan Year.

The portion of the Plan not deemed to have satisfied the “ACP” test pursuant to this Section shall be subject to the “ACP” test described in Section 6.05(b) with respect to Matching Employer Contributions.

If the Plan provides for Employee After-Tax Contributions, the “ACP” test described in Section 6.05(b) must be applied with respect to such Employee After-Tax Contributions.

6.10 Application of Safe Harbor Contributions to Other Contribution Types. Section 6.10 does not apply to a Non-ERISA Plan. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), Safe Harbor Nonelective Employer Contributions shall be applied to offset any other allocation to a Participant of non-Safe Harbor Nonelective Employer Contributions, unless the Employer has elected in Election 1.12(b)(2) of the Adoption Agreement or the Nonelective Employer Contributions

Addendum to apply permitted disparity (an integrated allocation formula) to allocate Nonelective Employer Contributions made in addition to Safe Harbor Nonelective Employer Contributions. Safe Harbor Nonelective Employer Contributions may be included by the Employer in applying the general nondiscrimination test.

- 6.11 Changing Testing Methods.** Section 6.11 does not apply if the Plan is a Non-ERISA Plan. In accordance with Treas. Regs. § 1.401(m)-1(c)(2), it is impermissible for the Employer to use ACP testing for a Plan Year in which it is intended for the Plan through its written terms to be a Safe Harbor Plan and the Employer fails to satisfy the requirements of such Safe Harbor for the Plan Year.

Article 7. Accounts.

7.01 Individual Accounts.

- (a) In General. Each Vendor shall establish and maintain an Account for each Participant and Beneficiary under the applicable Investment Arrangement that shall reflect contributions made under the Plan on behalf of such Participant or Beneficiary and earnings, expenses, gains, and losses attributable thereto, and investments made with amounts in such Account. Each Vendor shall establish and maintain such other accounts, including Plan-level accounts which may not be specifically described within the Plan, and maintain records as directed by the Administrator and as it determines in its sole discretion to be reasonably required or appropriate in order to discharge its duties under the Plan and the applicable Investment Arrangement. In the case of an Annuity Contract that provides additional benefits, to the extent required under the Code, the term “Account” also shall include the actuarial value of the Participant’s vested interest in such other benefits as determined by the Vendor. The Vendor shall notify the Administrator of all Accounts established and maintained under the Plan. The term “Account” also shall include the actuarial value of the Participant’s Vested interest in such other benefits as determined by the Vendor.
- (b) Separate Subaccounts. To the extent required by the Plan and the Code, each Vendor shall establish and maintain one or more separate subaccounts (or “sources”) within the Account of each Participant and Beneficiary, as required to satisfy the separate accounting requirements for the contribution types and taxability of the assets held in such subaccount. Such subaccounts may be bookkeeping accounts as described in Section 5.11(b)(4). The Vendor shall notify the Administrator of all subaccounts established and maintained under the Plan.

- 7.02 Valuation of Accounts.** Accounts shall be valued at their fair market value at least annually and as of each valuation date specified in the applicable Investment Arrangement. Accounts must be adjusted as of each valuation date to reflect earnings accrued since the prior valuation date and allocated to Accounts in accordance with the applicable Investment Arrangement Documentation.

- 7.03 Nonvested Amounts.** Each Account must be nonforfeitable under Code § 403(b)(1)(C), except as otherwise provided herein. The part of any Account that is nonvested, if any, must be treated as a separate contract to which Code § 403(c) (or Code § 401(a), in the case of a Custodial Account) applies and must fully vest on termination of the Plan.

- 7.04 Frozen Plan.** Notwithstanding any other provision of the Plan, if the Employer elects in Election 1.01(g) of the Adoption Agreement that the Plan is a frozen plan, Plan assets shall continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the terms of the Plan and the terms governing the applicable Investment Arrangement. No contributions shall be made to the Plan with respect to Compensation earned after the date the Plan is frozen, nor shall any Rollover Contributions be permitted; however, subject to the terms governing the applicable Investment Arrangement, loan repayments may continue to be made until the loan obligation is satisfied.

Article 8. Investments.

- 8.01 Special Definitions.** For purposes of this Article 8, the term “Participant” may include a Participant, Beneficiary, and/or an alternate payee under a QDRO.

8.02 Investment Arrangements. All Deferral Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts in Accounts, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Investment Arrangements. The Employer has identified the Vendors of Investment Arrangement(s) under the Plan in the 403(b) Administrative Addendum to the Adoption Agreement, as amended and in effect from time to time.

8.03 Investment Decisions. Amounts held in Investment Arrangements shall be invested as elected by the Employer in Election 1.24 of the Adoption Agreement, subject to the terms governing the applicable Investment Arrangement and the following:

(a) Participant Directed. If elected by the Employer in Election 1.24(a) of the Adoption Agreement, each Participant shall direct the investment of such Participant's Accumulated Benefit among the investment options available under the Investment Arrangement(s), in accordance with the terms governing the applicable Investment Arrangement and the following:

- (1) If the Plan is an ERISA Plan, to the extent that the Employer elects to allow Participants to direct the investment of their Account in Election 1.24(a) of the Adoption Agreement, the Plan is intended to constitute a plan described in ERISA § 404(c)(1) and regulations issued thereunder. The fiduciaries of the Plan shall be relieved of liability for any losses that are the direct and necessary result of investment instructions given by the Participant, the Participant's Beneficiary, or an alternate payee under a QDRO.
- (2) To the extent permitted by the applicable Investment Arrangement, while any balance remains in the Account of a Participant after the Participant's death, the Beneficiary of the Participant shall make decisions as to the investment of the Account as though the Beneficiary were the Participant.
- (3) To the extent not prohibited by a QDRO and to the extent permitted by the applicable Investment Arrangement, an alternate payee under a QDRO shall make investment decisions with respect to any segregated Account established in the name of the alternate payee as provided in Section 18.04(d).
- (4) If a Vendor receives any contribution under the Plan as to which investment instructions have not been provided, such amount shall be invested in the Permissible Investment(s) directed by the Investment Fiduciary or under the terms governing the applicable Investment Arrangement.
- (5) The Vendor shall have no duty to inquire into the investment decisions of a Participant or to advise such individual regarding the purchase, retention, or sale of assets credited to the Participant's Account. The Participant's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts shall be included in records maintained under the Plan.
- (6) A Plan loan (as described in Article 9) may be treated as a Participant's investment direction, as described in the Plan's loan policy.

(b) Investment Fiduciary.

- (1) In General. The Investment Fiduciary may appoint one or more investment managers (as defined under § 3(38) of ERISA or other applicable law) who may have such duties as the Investment Fiduciary in its sole discretion shall determine in its appointment and agreement with such investment manager(s), up to and including any authority to determine what shall be the Permissible Investments for the Plan at any given time, what restrictions shall exist upon those and how unallocated amounts under the Plan and contributions described in Section 8.03(b)(2) (the Managed Account option) shall be invested. Such agreement(s) may limit, to the extent permissible under ERISA or other applicable law, the Investment Fiduciary's authority and responsibility for the Plan's Permissible Investments so delegated to the investment manager(s). The Investment Fiduciary may also, by written instrument, allocate and delegate its fiduciary responsibilities in accordance with ERISA §

405 or other applicable law. The Investment Fiduciary shall retain the authority to revoke any such appointment of an investment manager and shall notify applicable Vendors of any such revocation in a mutually agreed upon form and manner, to the extent relevant to such Vendor. Notwithstanding anything else herein to the contrary, an investment manager (which may be a Custodian, Insurance Company, Vendor, or affiliate of any such entity) may also be appointed to manage any Permissible Investment subject to management by such investment manager.

- (2) Managed Account Option. If elected by the Employer in Election 1.24(b) of the Adoption Agreement, the Investment Fiduciary may appoint an investment manager (which may or may not be an affiliate of the Pre-Approved Plan Provider or a Vendor) to determine the allocation of amounts held in Participants' Accounts among various investment options. Subject to the terms of the applicable Investment Arrangement, the investment options utilized under the Managed Account option may be those generally available under the Plan or may be as selected by the investment manager for use under the Managed Account option. Participation in the Managed Account option shall be subject to such conditions and limitations (including Account minimums) as may be imposed by the investment manager, including the ability of any Participant to opt out of the Managed Account option.
- (3) Participant-Designated Investment Manager. Unless prohibited by the Employer in the Election 1.24(d) of the Adoption Agreement and to the extent permitted under the terms of the applicable Investment Arrangement, each Participant may separately appoint an investment manager to (i) access their Account, (ii) invest amounts held in their Account among various available investment options, and/or (iii) deduct from their Account the investment management fees related solely to the management of their Account under the Plan. Such investment manager must be acting in a fiduciary capacity under applicable federal and state law and registered as required with the SEC or applicable state regulatory agency.
- (4) To the extent that an Investment Fiduciary or investment manager is permitted to direct the investment of all or part of any Accounts, the Investment Fiduciary or investment manager shall direct the investment of such Accounts among the investment options available under the relevant Investment Arrangement from time to time, subject to the terms governing the applicable Investment Arrangement.
- (c) The Employer may elect in Election 1.24(c) of the Adoption Agreement to allocate the right to invest Participants' Accounts to Participants and Investment Fiduciaries based on the type of contribution. The Employer may elect in Election 1.24(d) of the Adoption Agreement to expressly prohibit the ability of unrelated third parties (e.g., investment advisors selected solely by the Participant) to provide investment directions with respect to Participants' Accounts, subject to the Vendor's operational capabilities.
- (d) All dividends, interest, gains, and distributions of any nature received in respect of Permitted Investments shall be reinvested in additional Fund Shares of that Permissible Investment, except as otherwise directed by the Investment Fiduciary and subject to the terms of the applicable Investment Arrangement.
- (e) Expenses attributable to the acquisition of investments shall be charged to the Account of the Participant for which such investment is made, except as otherwise directed by the Investment Fiduciary and subject to the terms of the applicable Investment Arrangement.

8.04 Investment Directions. The method and frequency for change of investments shall be subject to the terms governing the applicable Investment Arrangement and/or the Permissible Investments held therein, including any additional operational rules limiting the frequency of investment changes as may be required by a Vendor. The Vendor, Custodian or Insurance Company, as applicable to refer to the issuer of the Investment Arrangement(s) under the Plan, shall have no duty to inquire into the investment decisions of a Participant or Investment Manager or to provide advice (as defined under ERISA or other applicable law) regarding the purchase, retention, or sale of assets available under the Plan or credited to any Plan Account. All investment

directions must be consistent with the terms of the Plan and not contrary to ERISA if the Plan is an ERISA Plan.

Article 9. Loans.

- 9.01 Special Definition.** For purposes of this Article 9 (except Section 9.15), a “Participant” shall be as defined by the Administrator in the Plan’s loan program, policy and/or procedures, subject to the terms governing the applicable Investment Arrangement. The term “Participant” may include a Participant, Beneficiary, and/or an alternate payee under a QDRO.
- 9.02 Participant Loans.** If elected by the Employer in Election 1.18(a) of the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, the Administrator shall allow “Participants” to apply for a loan from their Account(s), subject to the provisions of this Article 9. 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 Annuity Contract purchased under the Plan shall be treated as a loan under this Article 9. Loans shall be evidenced by a legally enforceable agreement specifying the amount and date of the loan and the repayment schedule. No Vendor shall be forced to issue a loan if prohibited or not permitted by the terms governing the applicable Investment Arrangement.
- 9.03 Separate Loan Procedures.** All loans shall be made and administered in accordance with documents governing the applicable Investment Arrangement, including any separate loan program, policy and/or procedures at the Plan level or Investment Arrangement level (collectively, “procedures”). The procedures shall describe the portions of a “Participant’s” Account from which loans may be taken or pledged as collateral for collateralized loans made by an Annuity Provider with respect to an Annuity Contract and may restrict the ability of “participants” to take new loans or modify existing loans to specified Vendors and/or Investment Arrangements. The Administrator shall exchange information with Vendors as necessary to coordinate the loan limitations and other requirements of Code § 72(p).
- 9.04 Availability of Loans.** If the Plan is an ERISA Plan, loans shall be made available to all “Participants” on a reasonably equivalent basis, and loans shall not be made available to “Participants” who are Highly Compensated Employees in an amount greater than the amount made available to other “Participants.”
- 9.05 Limitation on Loan Amount.** Subject to the terms governing the applicable Investment Arrangement, no loan to any “Participant” shall be made to the extent that such loan when added to the outstanding balance of all other loans to the “Participant” would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of “plan loans” on the date the loan is made, or (b) one-half the present value of the “Participant’s” vested interest in such “Participant’s” Account. If the Plan is not subject to ERISA, the limitation in (b) above may be increased to the total accrued balance benefit up to \$10,000, if greater. The Plan’s loan limits may be increased as described in Sections 9.14 and 9.15 and as permitted by applicable law. For purposes of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated.
- 9.06 Interest Rate.** Loans shall bear a reasonable rate of interest.
- 9.07 Level Amortization.** 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) shall be used as the principal residence of the “Participant,” the amortization period shall not extend beyond the period specified in the loan procedures. Notwithstanding the foregoing, the repayment obligations of eligible individuals may be suspended, extended, or otherwise changed as described in Sections 9.14 and 9.15 and as permitted by applicable law. In addition, notwithstanding the foregoing, the amortization requirement may be waived while a “Participant” is on a leave of absence from employment with the Employer and any Related Employer either without pay or at a rate of pay which, after withholding for employment and income taxes, is less than the amount of the installment payments required under the terms of the loan, provided that the period of such waiver shall not exceed one year, unless the “Participant” is absent because of military leave during which the “Participant” performs services with the uniformed services (as defined in chapter 43 of title 38 of the United States Code), regardless of whether

such military leave is a qualified military leave in accordance with the provisions of Code § 414(u). Installment payments must resume after such leave of absence ends or, if earlier, after the first year of such leave of absence, in an amount that is not less than the amount of the installment payments required under the terms of the original loan. Unless a “Participant” is absent because of military leave, as discussed below, no waiver of the amortization requirements shall extend the period of the loan beyond five years from the date of the loan, unless the loan is for the purchase of the “Participant’s” primary residence. If a “Participant” is absent because of military leave during which the “Participant” performs services with the uniformed services (as defined in chapter 43 of title 38 of the United States Code), regardless of whether such military leave is a qualified military leave in accordance with the provisions of Code § 414(u), waiver of the amortization requirements may extend the period of the loan to the maximum period permitted for such loan under the separate loan procedures extended by the period of such military leave.

9.08 Security. All loans shall be adequately secured. If the Plan is an ERISA Plan, loans must be secured by the “Participant’s” Vested interest in the Participant’s Account, not to exceed fifty percent (50%) of such Vested interest and subject to the terms governing the applicable Investment Arrangement. If the provisions of Article 14 apply to a “Participant,” such “Participant” must obtain the consent of the “Participant’s” Spouse, if any, to use the “Participant’s” Vested interest in the “Participant’s” Account as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the 180-day period that ends on the date on which the loan is to be so secured. A legal guardian of the Spouse may give consent if the Spouse is incompetent. The consent must be in writing (including an electronic writing), must acknowledge the effect of the loan, and must be witnessed by a Plan representative or notary public in any manner permitted under applicable law. Such consent shall thereafter be binding with respect to the consenting Spouse or any subsequent Spouse with respect to that loan. Any revision of such a loan permitted by Q & A 24(c) of Treas. Reg. § 1.401(a)-20 and the Plan’s separate loan procedures shall be treated as a new loan made on the date of such revision for purposes of Spousal consent.

9.09 Loan Repayments. The Administrator shall determine the allowable method(s) of loan repayment, subject to the terms governing the applicable Investment Arrangement. Such methods may include but are not limited to payroll withholding, and remittance directly from the “participant” through paper checks (e.g., loan coupon books) or electronic funds transfer (e.g., ACH loan repayments).

9.10 Default. The Administrator shall treat a loan in default if:

- (a) Any scheduled repayment remains unpaid at the end of the cure period specified in the separate loan procedures for that payment (unless payment is not made due to a waiver of the amortization schedule for a “Participant” who is on a leave of absence, as described in Section 9.07, or such waiver is otherwise permitted by applicable law), or
- (b) There is an outstanding principal balance existing on a loan after the last scheduled repayment date.

Upon default, the entire outstanding principal and accrued interest shall be immediately due and payable. The Vendor shall have no obligation to foreclose on the promissory note and offset the outstanding balance of the loan except as directed by the Administrator and subject to the terms governing the applicable Investment Arrangement. If a distributable event (as defined by the Code) has occurred, the Administrator shall direct the Vendor to foreclose on the promissory note and offset the “Participant’s” Vested interest in the “Participant’s Account” held by such Vendor by the outstanding balance of the loan. If a distributable event has not occurred, the Administrator shall direct the Vendor to foreclose on the promissory note and offset the “Participant’s” Vested interest in the “Participant’s” Account held by such Vendor as soon as a distributable event occurs.

9.11 Effect of Termination Where “Participant” Has Outstanding Loan Balance. If a “Participant” with an outstanding loan has a Severance from Employment, the treatment of the outstanding loan shall be specified by the Administrator in the Plan’s separate loan procedures, subject to the terms governing the applicable Investment Arrangement. Alternatives include a complete repayment by the end of the cure period or continuance of payments in accordance with the provisions of the loan note and this Article 9. Subject to the terms governing the Investment Arrangement, any outstanding loan amounts that are due and payable hereunder shall be treated in accordance with the provisions of Sections 9.10 and 9.12 as if the “Participant” had defaulted on the outstanding loan. Consistent with its loan policy, the Plan also may offset a

“Participant’s” defaulted loan upon Plan termination, provided the “Participant’s” Account Balance is distributable upon Plan termination. Notwithstanding the foregoing and subject to the terms governing the applicable Investment Arrangement, if a “Participant” with an outstanding loan balance has a Severance from Employment in conjunction with a transfer of Employees and Employer assets to an entity unrelated to the Employer, such “Participant” may elect, within 90 days of such termination, to roll over the outstanding loan to an Eligible Retirement Plan, as defined in Section 13.04, that accepts such rollovers. If a “Participant” with an outstanding loan dies, such outstanding loan amounts are immediately due and payable.

9.12 Deemed Distributions Under Code § 72(p). Notwithstanding the provisions of Section 9.10, if a “Participant’s” loan is in default, the “Participant” shall be treated as having received a taxable “deemed distribution” for purposes of Code § 72(p), whether or not a distributable event has occurred. The tax treatment of that portion of a defaulted loan that is a deemed distribution and is secured by Roth 403(b) Contributions shall be determined in accordance with Code § 402A and guidance issued thereunder. The following provisions apply to deemed distributed loans, subject to the terms governing the applicable Investment Arrangement:

- (a) **Impact on Outstanding Loans.** The amount of a loan that is a deemed distribution ceases to be an outstanding loan for purposes of Code § 72, except as otherwise specifically provided herein, and a “Participant” shall not be treated as having received a taxable distribution when the “Participant’s” Account is offset by the outstanding balance of the loan amount as provided in Section 9.10. In addition, interest that accrues on a loan after it is deemed distributed shall not be treated as an additional loan to the “Participant” and shall not be included in the income of the “Participant” as a deemed distribution. Notwithstanding the foregoing, unless a “Participant” repays a loan that has been deemed distributed, with interest thereon, the amount of such loan, with interest, shall be considered an outstanding loan under Code § 72(p) for purposes of determining the applicable limitation on subsequent loans under Section 9.05.
- (b) **Late Payments.** If a “Participant” makes payments on a loan that has been deemed distributed, payments made on the loan after the date it was deemed distributed shall be treated as Employee After-Tax Contributions to the Plan for purposes of increasing the “Participant’s” tax basis in the “Participant’s” Account, but shall not be treated as Employee After-Tax Contributions for any other purpose under the Plan, including application of the “ACP” test described in Section 6.05(b) and application of the limitation on Annual Additions described in Section 6.01.
- (c) The provisions of this Section 9.12 regarding treatment of loans that are deemed distributed shall not apply to loans made prior to January 1, 2002, except to the extent provided under the transition rules in Q & A 22(c)(2) of Treas. Reg. § 1.72(p)-1.

9.13 Determination of Vested Interest Upon Distribution Where Plan Loan is Outstanding. Notwithstanding any other provision of the Plan and subject to the terms governing the applicable Investment Arrangement, the portion of a “Participant’s” vested interest in such “Participant’s” Account that is held by the Plan as security for a loan outstanding to the “Participant” in accordance with the provisions of this Article shall reduce the amount of the Account payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than one hundred percent (100%) of a “Participant’s” vested interest in such “Participant’s” Account (determined without regard to the preceding sentence) is payable to the “Participant’s” Beneficiary, then the Account shall be adjusted by first reducing the “Participant’s” vested interest in such Account by the amount of the security used as repayment of the loan, and then determining the benefit payable to the Beneficiary.

9.14 Federally Declared Disaster Loan. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and to the extent permitted under the terms governing the applicable 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 Code § 72(p) may be modified pursuant to the resulting legislation or guidance. The terms of such loans, including the eligible “Participants,” loan limits, and repayment schedule, shall be included in the Plan’s loan procedures and/or the terms governing the applicable Investment Arrangement.

9.15 CARES Act Loan Provisions. If elected by the Employer in Election 1.25(b) of the Adoption Agreement (the CARES Act Addendum) and to the extent permitted under the terms governing the applicable Investment Arrangement, a loan to an eligible Participant or Beneficiary may be treated as a “CARES Act Loan,” as described in Sections 9.15(a) and 9.15(b), or treated as described in Section 9.15(c).

- (a) Increased Loan Limit. If elected by the Employer in Election 1.25(b)(2) of the CARES Act Addendum to the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, a CARES Act Loan will not be subject to the otherwise applicable limits described in Section 9.05. A CARES Act Loan is a loan made from the Plan on or after March 27, 2020 and before September 22, 2020 to a Qualified Individual which does not exceed, when added to the outstanding balance of all other loans to the Participant or Beneficiary, the lesser of (a) \$100,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one hundred percent (100%) of the present value of the nonforfeitable accrued benefit of the Participant or Beneficiary. For the purpose of the foregoing limitation, all loans from all plans of the Employer and Related Employers are aggregated. The Employer may elect in Election 1.25(b)(2)(A) of the CARES Act Addendum to the Adoption Agreement to modify the foregoing description of a CARES Act Loan, subject to the terms governing the applicable Investment Arrangement Documentation.
- (b) Repayment Deferral Period for CARES Act Loans. If elected by the Employer in Election 1.25(b)(2) of the CARES Act Addendum to the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, a CARES Act Loan as described in Section 9.15(a), if available, will not be subject to the amortization requirements described in Section 9.07 but will instead be subject to the following, subject to the terms governing the applicable Investment Arrangement. If a CARES Act 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 (a loan repayment “Deferment Period”) during which period loan repayments shall not be required. The repayment period for such CARES Act Loan shall be extended by the length of the Deferment Period. Interest shall continue to accrue during the Deferment Period. The loan shall be re-amortized after the end of the Deferment Period, plus accrued interest during the Deferment Period, over the remaining term of the loan plus the length of the Deferment Period. The repayment amount of the re-amortized loan shall reflect the remaining outstanding principal balance of the loan and the interest rate on the loan including the interest that accrued during the Deferment Period. Notwithstanding the foregoing, the Employer may specify different terms for the Deferment Period in Election 1.25(b)(2)(A) of the CARES Act Addendum to the Adoption Agreement if required to be included in the Plan, provided that such terms comply with applicable law.
- (c) Repayment Deferral Period for Other Loans. If elected by the Employer in Election 1.25(b)(3) of the CARES Act Addendum to the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, Qualified Individuals are permitted to delay the repayment during a “Deferment Period” of any loans outstanding on or after March 27, 2020 that are not CARES Act Loans as described in Section 9.15(a), notwithstanding the amortization requirements described in Section 9.07. For a loan that is not a CARES Act Loan, the Deferment Period begins on the date the eligible Participant directs the Administrator or applicable Vendor to delay repayment and ends December 31, 2020. Interest will continue to accrue during the Deferment Period. The loan will be re-amortized after the end of the Deferment Period, plus accrued interest during the Deferment Period, over the remaining term of the loan plus the length of the Deferment Period. The repayment amount of the re-amortized loan will reflect the remaining outstanding principal balance of the loan and accrued interest on the loan, including the interest that accrued during the Deferment Period. The Employer may elect in Election 1.25(b)(3)(A) of the CARES Act Addendum to the Adoption Agreement to modify the foregoing description of the Deferment Period for a loan that is not a CARES Act Loan, subject to the terms governing the applicable Investment Arrangement.

- (d) Eligibility. The term “Qualified Individual” is as defined in Section 10.13(b). The Administrator may rely on a Participant’s certification that the Participant satisfies a condition to be a Qualified Individual for purposes of Section 9.15 unless the Administrator has actual knowledge to the contrary.

Article 10. In-Service Withdrawals

10.01 Availability of In-Service Withdrawals.

- (a) In General. As provided in this Article 10, a Participant who is an Employee may make withdrawals of certain amounts from their Accounts prior to Severance from Employment, subject to the terms governing the applicable Investment Arrangement.

10.02 Hardship Withdrawals.

- (a) In General. If elected by the Employer in Election 1.19(a) of the Adoption Agreement and to the extent permitted by the terms governing the applicable Investment Arrangement, a Participant may apply for a hardship withdrawal by certifying to the Administrator all of the required criteria specified in this Section 10.02. Such certification shall represent that the Participant has documentation substantiating the hardship. The Employer may specify a minimum dollar amount, if any, that a Participant may request as a hardship withdrawal in Election 1.19(a) of the Adoption Agreement, subject to the terms governing the applicable Investment Arrangement. The Administrator may set an administrative limit on the number of hardship withdrawals per year, require submission of source documents to substantiate the hardship in addition to or in lieu of the Participant’s self-certification, require review and approval by the Administrator, and/or establish additional procedures which shall be uniform and nondiscriminatory (if the Plan is an ERISA Plan) with respect to all Participants. Unless performed by the Administrator, such procedures are subject to the agreement of the applicable Vendor to implement.

- (b) Available Assets. As elected by the Employer in Election 1.19(a)(1)(A) of the Adoption Agreement, a hardship withdrawal generally may be taken from the Deferral Contributions (including Roth 403(b) Contributions) attributed to the Participant’s Account, reduced by the aggregate dollar amount of distributions previously made to the Participant from the Account. Alternatively, the Employer may specify in Election 1.19(a)(1)(B) of the Adoption Agreement the contribution types and/or sources under the Plan which shall be available for a hardship withdrawal, provided such amounts are described in Code §403(b)(17)(A). Effective for Plan Years beginning after December 31, 2018 (or such later date specific by the Employer in Election 1.19(a)(1)(B) of the Adoption Agreement), hardship withdrawals are available from ONECs, OMACs and the earnings thereon held in an Annuity Contract.

The amount of hardship withdrawal requested by a Participant may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution, subject to the Vendor’s operational capabilities. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), the amount available for a hardship withdrawal shall not include associated earnings and/or Roth 403(b) Contributions.

- (c) Withdrawal Requirements.
- (1) Immediate and Heavy Financial Need. A withdrawal will be considered made on account of hardship only if necessary to satisfy an immediate and heavy financial need of the Participant where such Participant lacks other available resources. A distribution shall be considered necessary to satisfy an immediate and heavy financial need of the Participant only if 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) and the distribution is necessary to satisfy the immediate and heavy financial need. Furthermore, the Plan shall not make a hardship distribution to a Participant unless the Participant has obtained all other currently available distributions, other than hardship distributions, under the Plan and

all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer; and the Participant has provided the Administrator a representation in writing (including by electronic media) that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Administrator does not have actual knowledge to the contrary.

- (2) Loan Requirement. Effective for Plan Years beginning after December 31, 2018, a Participant is not required to obtain all nontaxable loans (determined at the time the loan is made) available under the Plan and all other plans maintained by the Employer and Related Employers in order for the distribution to be considered as necessary to satisfy an immediate and heavy financial need of the Participant, unless a later effective date is specified by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). Alternatively, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) that a Participant shall obtain all nontaxable loans (determined at the time the loan is made) available under the Plan and all other plans maintained by the Employer and Related Employers in order for the distribution to be considered as necessary to satisfy an immediate and heavy financial need of the Participant.
- (3) Suspension of Deferral Contributions. Effective for Plan Years beginning after December 31, 2018 (unless a later effective date is elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) but not later than January 1, 2020), the Plan shall not suspend the Participant from making Deferral Contributions on account of receipt of a hardship withdrawal. Any reference to suspension of Deferral Contributions means and includes a suspension of Deferral Contributions and/or Employee After-tax Contributions to this Plan or any other 403(b) plan, a qualified plan, or an eligible governmental plan (described in Treas. Reg. §1.457-2(f)) of the Employer.
- (4) Immediate and Heavy Financial Needs. The following are the only financial needs considered immediate and heavy, as described in Treas. Reg. § 1.401(k)-1(d)(3)(ii)(B):
 - (A) expenses for (or necessary to obtain) medical care that would be deductible under Code § 213(d) (determined without regard to the limitations in Code § 213(a) 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 Code § 213(a) (that is, the Participant, the Participant's spouse, children, or dependent), 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 for up to the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof), or a primary beneficiary;
 - (D) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage on, the Participant's principal residence;
 - (E) payments for funeral or burial expenses for the Participant's deceased parent, Spouse, child, or dependent (as defined in Code §152, without regard to subsection (d)(1)(B) thereof), or a deceased primary beneficiary;
 - (F) expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code § 165 (determined without regard to Code § 165(h)(5) and whether the loss exceeds ten percent (10%) of adjusted gross income);

- (G) effective January 1, 2018, 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) any other financial need determined to be immediate and heavy under rules and regulations issued by the Secretary of the Treasury or his or her delegate; provided, however, that any such financial need shall constitute an immediate and heavy need under this paragraph (H) no sooner than administratively practicable following the date such rule or regulation is issued.

For purposes of this Section 10.02(c)(4), the term “primary beneficiary” means a Beneficiary under the Plan who has an unconditional right to all or a portion of the Participant’s Account Balance upon the death of the Participant.

- (d) Non-Safe Harbor Hardship Distributions. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement, Participants may obtain a hardship withdrawal from specified contribution types based on objective criteria specified by the Employer, instead of the immediate and heavy financial needs described in Treas. Reg. § 1.401(k)-1(d)(3)(ii)(B).
- (e) Recontribution of Home Purchase Withdrawal. Unless prohibited by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement, a Participant who received a hardship distribution to purchase or construct a principal residence in an applicable disaster area (as described in Section 10.11), but who, on account of the disaster, did not use the funds to purchase or construct a principal residence, may make one or more contributions to the Plan during the relevant Applicable Period as defined in Section 10.11, in an aggregate amount not to exceed the amount of such QDD. See also Section 5.06(j).

10.03 Age 59 ½ Withdrawals. If elected by the Employer in Election 1.19(b) of the Adoption Agreement and the Additional Provisions Addendum, if applicable and subject to the terms governing the applicable Investment Arrangement, a Participant who continues in employment as an Employee and who has attained age 59½ and if elected by the Employer in Election 1.19(b)(4), other requirements if applicable, may elect to withdraw all or any portion of the specified contribution type(s) held in the Participant’s Account.

10.04 Withdrawals of Employee After-Tax Contributions. Subject to the terms governing the applicable Investment Arrangement, a Participant who continues in employment as an Employee may elect to withdraw all or any portion of the Participant’s Employee After-Tax Contributions subaccount at any time unless prohibited by the Employer in Election 1.19(c)(1) of the Adoption Agreement or, if elected by the Employer in Election 1.19(c)(2), subject to additional rules as described in the Additional Provisions Addendum. Any such restrictions or limitations must be objectively determinable, not subject to Employer discretion, preserve Protected Benefits as required, and nondiscriminatory if the Plan is an ERISA Plan.

10.05 Withdrawals of Rollover Contributions. Subject to the terms governing the applicable Investment Arrangement, a Participant who continues in employment as an Employee may elect to withdraw all or any portion of the Participant’s Employee Rollover Contributions subaccount at any time unless the Employer elects in Election 1.19(d) to restrict such withdrawals as described in the Additional Provisions Addendum. Any such restrictions or limitations apply only to the extent permitted by the terms governing the applicable Investment Arrangement and must be objectively determinable, not subject to Employer discretion, preserve Protected Benefits as required, and nondiscriminatory if the Plan is an ERISA Plan.

10.06 Active Military Distributions (HEART Act). If elected by the Employer in Election 1.19(e) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code § 3401(h)(2)(A). During such time, an eligible Participant may elect to request a distribution of all Vested contribution types unless the Employer elects in Election

1.19(e)(1) to restrict such withdrawals as described in the Additional Provisions Addendum. If an eligible Participant elects to receive a distribution pursuant to this Section 10.06, such Participant may not make Deferral Contributions or Employee After-Tax Contributions during the 6-month period beginning on the date of the distribution.

- 10.07 Qualified Reservist Distributions.** If elected by the Employer in Election 1.19(f) of the Adoption Agreement, a Participant ordered or called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component (as defined in Section 101 of Title 37, United States Code) may elect to receive a Qualified Reservist Distribution. A “Qualified Reservist Distribution” means a distribution of all or part of the Participant’s Deferral Contributions, provided such distribution is made during the period beginning on the date of the order or call to active duty and ending at the close of the active-duty period.
- 10.08 Pre-2009 Annuity Contracts.** If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement Documentation, Annuity Contracts issued on or before December 31, 2008 (pre-2009 Annuity Contracts) shall be subject to the distribution restrictions of the Plan, if more restrictive than the terms of such Annuity Contracts. The special in-service distribution rules for pre-2009 Annuity Contracts shall not apply.
- 10.09 Withdrawals from Annuity Contracts.** If elected by the Employer in Election 1.19(g)(1)(A), 1.19(g)(2)(A) and/or 1.19(g)(4) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Participant who continues in employment as an Employee may elect to withdraw Employer Contributions from the Participant’s Annuity Contract if the additional conditions elected by the Employer in the Additional Provisions Addendum, if any, are met. If elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement, in-service withdrawals from Annuity Contracts are permitted only if used for purposes of an in-plan Roth conversion as described in Section 5.06(i).
- 10.10 Lifetime Income Investments.** Effective for Plan Years beginning after December 31, 2019, if elected by the Employer in Election 1.19(j) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Lifetime Income Investment held by the Plan may be distributed on behalf of a Participant if the Investment Fiduciary has determined that such investment can no longer be held as an investment Election 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. Unless restricted by the Employer in Election 1.19(j) of the Adoption Agreement, the distribution may be in the form of a direct trustee-to-trustee transfer to an Eligible Retirement Plan (e.g., a 401(k) plan, 403(b) plan, governmental 457(b) Plan or an IRA) and/or an annuity contract purchased for a Participant and distributed by the Plan to a Participant, as appropriate based on the nature of the Lifetime Income Investment. The Participant and/or Spouse may be required to consent to the distribution under the terms governing the applicable Investment Arrangement or the Plan.
- 10.11 Federally Declared Disaster Relief and Qualified Disaster Distributions (“QDD”).** If elected by the Employer in Election 1.19(k) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Participant who meets the applicable eligibility requirements may take a QDD in the event of a federally declared disaster during the applicable time period where resulting legislation or guidance authorizes such a distribution to the Participant, provided that the aggregate amount of the QDD received by a Participant for any taxable year from the Plan of the Employer and Related Employers does not exceed \$100,000 on a per-disaster basis (or other applicable limit as provided in legislation or guidance). The Administrator may rely on a Participant’s certification that they satisfy the conditions to receive such a distribution, including the fact that the requested distribution shall not result in an aggregate amount received by the Participant from the Plan of the Employer and Related Employers exceeding \$100,000 per taxable year or other applicable limit, unless the Administrator has actual knowledge to the contrary.
- 10.12 Qualified Birth or Adoption Distributions (“QBOAD”).** Effective for Plan Years beginning after December 31, 2019, if elected by the Employer in Election 1.19(l) of the Adoption Agreement and to the extent permitted by the terms governing the applicable Investment Arrangement, all or part of a Participant’s Account Balance may be distributed as a “Qualified Birth or Adoption Distribution” (or “QBOAD”). A

QBOAD is any distribution of up to \$5,000 (or if elected by the Employer in Election 1.19(l)(1), the lesser amount described in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum)) per child from the Plan (and under any other plan maintained by the Employer or a Related Employer) 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 for each child 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 (other than a child of the Participant's Spouse) who has not attained age 18 or is physically or mentally incapable of self-support. An individual is deemed to be physically or mentally incapable of self-support if they are unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration or as otherwise defined under Code Section 72(m)(7). Unless the Administrator has actual knowledge to the contrary, the Administrator may rely on reasonable representations from the Participant in determining whether the Participant is eligible for a QBOAD. Notwithstanding anything to the contrary herein, the Employer may elect in Election 1.19(l)(1) and 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to restrict the available contribution types and/or eligible groups of Participants.

10.13 CARES Act Distribution. If elected by the Employer in Election 1.25(b) of the Adoption Agreement (the CARES Act Addendum to the Adoption Agreement), an eligible Participant may elect to take a CARES Act Distribution of all or part of such Participant's Vested Account Balance held in any subaccount under the Plan, subject to the terms of the applicable Investment Arrangement Documentation and the following:

- (a) CARES Act Distribution. The term "CARES Act Distribution" means a distribution made from the Plan to a Qualified Individual on or after April 6, 2020 (or, if later, the date specified in Election 1.25(b)(1)(A) of the CARES Act Addendum to the Adoption Agreement) and before December 31, 2020 to a Qualified Individual. A CARES Act Distribution to the Qualified Individual from the Plan (and under any other plan maintained by the Employer or a Related Employer) cannot exceed \$100,000 in the aggregate, unless a lower limit is specified in Election 1.25(b)(1)(B) of the CARES Act Addendum to the Adoption Agreement. Additional restrictions, if any, on availability of CARES Act Distribution are described in Election 1.25(b)(1)(C), 1.25(b)(1)(D) and/or 1.25(b)(1)(E) of the CARES Act Addendum to the Adoption Agreement and/or the terms governing the applicable Investment Arrangement. The Administrator may rely on a Participant's certification that the Participant satisfies a condition to be a Qualified Individual unless the Administrator has actual knowledge to the contrary.
- (b) Qualified Individual. The term "Qualified Individual" is 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 IRS Notice 2020-50.
- (c) Member of the Participant's Household. A "Member of the Participant's Household" is someone who shares the Participant's principal residence.

10.14 Disability Distributions. If elected by the Employer in Election 1.19(m) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Participant who meets the definition of Disabled specified in Section 2.23 and/or Election 1.15 of the Adoption Agreement may elect at any time to request a distribution of all or any part of such Participant's Vested Account Balance from the contribution type(s) specified by the Employer.

10.15 Additional Elections and Restrictions Related to In-Service Withdrawals. The Employer may elect in Election 1.19(n) of the Adoption Agreement and the Additional Provisions Addendum or through administrative procedures, subject to the terms governing the applicable Investment Arrangement, to apply additional restrictions and conditions related to in-service withdrawals, including imposing restrictions on a Participant's Account following an in-service withdrawal under Article 10. Notwithstanding the foregoing, except with regard to an election by a Participant to make an in-plan Roth Rollover Contribution or an in-plan Roth conversion as described in Sections 5.06(h) and (i), if the provisions of Article 14 apply to a Participant's Account, the Participant must obtain Spousal consent, if applicable, to obtain an in-service withdrawal.

Article 11. Right to Benefits and Forfeitures.

11.01 Normal or Early Retirement.

- (a) The Normal Retirement Age under the Plan is specified in Election 1.14(a) or 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) if applicable. If elected by the Employer in Election 1.19(h) of the Adoption Agreement, a Participant who has attained Normal Retirement Age but has not had a Severance from Employment may request an in-service withdrawal of Vested amounts in the Participant's Account not held in an annuity contract after the Participant attains age 59 ½.
- (b) The Early Retirement Age under the Plan, if any, is specified in Election 1.14(b) and 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) if applicable. If elected by the Employer in Election 1.19(i) of the Adoption Agreement, a Participant who has attained Early Retirement Age but has not had a Severance from Employment may request an in-service withdrawal of Vested amounts in the Participant's Account not held in an annuity contract after the Participant attains age 59 ½.
- (c) If a Participant retires upon or after the attainment of Normal Retirement Age or Early Retirement Age, if applicable, such Severance from Employment is referred to as a "normal retirement." A Participant shall have the right to obtain a distribution of the Vested amounts in the Participant's Account upon Severance from Employment, subject to Section 12.05, obtaining Spousal consent (if required), and the reasonable administrative procedures required by the Administrator or the applicable Vendor.

11.02 Late Retirement. If a Participant continues in employment as an Employee after the Participant's Normal Retirement Age, the Participant shall continue to have a one hundred percent (100%) Vested interest in the Participant's Account and shall continue to participate in the Plan until the date the Participant establishes with the Employer for the Participant's late retirement. If the Employer elects to permit in-service distributions upon the attainment of Normal Retirement Age in Election 1.19(h) of the Adoption Agreement, the Participant shall have the right to obtain a distribution of all or any portion of the Participant's Account subject to obtaining Spousal consent (if required) and the reasonable administrative procedures required by the Administrator or the applicable Vendor; provided, however, that a Participant may not receive any Deferral Contributions, Qualified Nonelective Employer Contributions, Qualified Matching Employer Contributions or Safe Harbor Contributions prior to attainment of age 59 ½.

11.03 Disability Retirement. A Participant who becomes Disabled while employed as an Employee and has a Severance from Employment on account of or following such disability shall be deemed to have a "disability retirement." A Participant who meets the definition of Disabled shall have the right to obtain a distribution of the Vested amounts in the Participant's Account upon Severance from Employment subject to obtaining Spousal consent (if required) and the reasonable administrative procedures required by the Administrator or the applicable Vendor. If a Participant meets the definition of Disabled but has not had a Severance from Employment (for example, such individual is on a leave of absence), such Participant may request an in-service withdrawal of the specified amounts from the Vested portion of the Participant's Account only if elected by the Employer in Election 1.19(m) of the Adoption Agreement.

11.04 Death.

- (a) Right to Benefits. Following a Participant's death, the Participant's designated Beneficiary shall be entitled to receive the Participant's Vested interest in the Participant's Account, plus any amounts thereafter credited to the Participant's Account subject to the reasonable administrative procedures required by the Administrator or the applicable Vendor. The Plan may offset any loan outstanding at the Participant's death which is secured by the Participant's Account Balance against the Spousal benefit required to be paid under Code § 401(a)(11)(B)(iii).
- (b) Military Service Death Benefits. In accordance with Code § 414(u)(9), the Beneficiaries 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 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.

- (c) **Beneficiary Designation Process.** A Participant may designate a Beneficiary or change any prior designation of Beneficiary by giving notice to the Administrator using procedures established by the Administrator or Vendor. If required by the applicable Investment Arrangement, a specified period of time must elapse between Beneficiary designation changes unless the Participant has incurred a major life event (for example, marriage, death of Spouse, birth of a descendant, etc.). Delivery of a Beneficiary designation to a Vendor affects only distributions from the Investment Arrangement(s) provided by such Vendor but may be extended in application by the Administrator to distributions from additional Investment Arrangements in its discretion, which shall be nondiscriminatory if the Plan is subject to ERISA. In the event of a conflict between a Beneficiary designation provided to the Administrator and a beneficiary designation provided to a Vendor, the Vendor's designation shall control the distribution of the Participant's Account Balance held in the Vendor's Investment Arrangement(s), subject to the terms of the documentation governing the applicable Investment Arrangement. If more than one person is designated as the Beneficiary, their respective interests shall be as indicated on the designation form.
- (1) If the Plan is subject to ERISA, or if the Plan is a Non-ERISA Plan and the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to require Spousal consent to a non-Spouse Beneficiary designation, the following rules apply with respect to a married Participant:
- (A) The Participant's Spouse shall be deemed to be the designated Beneficiary of the Participant's Account unless the Participant's Spouse has consented to another designation in the manner described in Section 11.04(c)(1)(C).
- (B) If less than one hundred percent (100%) of the Participant's Vested Account Balance subject to the annuity distribution and Spousal consent requirements of Article 14 shall be used to purchase a QPSA defined in Section 14.01(e), the Participant may designate a Beneficiary other than the Participant's Spouse for the portion of the Participant's Account that would not be used to purchase such QPSA, but only if the Participant's Spouse consents to such designation in the manner described in Section 11.04(c)(1)(C).
- (C) The Beneficiary designation of a married Participant (unless the Spouse is the sole Beneficiary) shall not be valid unless (i) the Participant's Spouse consents in writing (paper or electronic) to the election; (ii) the election designates a specific Beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without consent of the Spouse (or the Spouse expressly permits designations by the Participant without any further consent); (iii) the Spouse's consent acknowledges the effect of the election; and (iv) the Spouse's consent is witnessed by a Plan representative or notary public in accordance with applicable law. The Spouse's consent to the Participant's Beneficiary designation shall be irrevocable.
- (D) If the Participant's surviving Spouse is a primary Beneficiary under the Participant's Beneficiary designation, the Vendor as directed by the Administrator shall satisfy the Spouse's interest in the Participant's death benefit first from the portion which is payable as a QPSA.
- (E) See Section 18.04(g) regarding the impact of divorce on Beneficiary designations.
- (d) **Proof of Death.** A copy of the death notice or other sufficient documentation must be provided to the Administrator (or the Vendor at the Administrator's direction) using procedures established by the Administrator or Vendor.

- (e) **Default Beneficiary.** Subject to the terms governing the applicable Investment Arrangement, if, upon the death of the Participant, there is, in the opinion of the Administrator (or Vendor, if the Plan is a Non-ERISA Safe Harbor Plan) no designated Beneficiary for part or all of the Participant's Account or such designated Beneficiary has disclaimed such assets pursuant to a valid qualified disclaimer as described in Code § 2518 and applicable state law and no valid designated Beneficiary then exists, such amount shall be paid to the Participant's surviving Spouse (without regard to the "one year of marriage rule" of Section 14.05) or, if there is no Spouse, to the Participant's estate. Such Spouse or estate shall be deemed to be the Beneficiary for purposes of the Plan, subject to any contrary provision in the terms governing the applicable Investment Arrangement. If a Beneficiary dies after benefits to such Beneficiary have commenced, but before they have been fully distributed from the Plan, and, in the opinion of the Administrator (or Vendor), if the Plan is a Non-ERISA Safe Harbor Plan) no person or entity has been designated to receive such remaining benefits, then such benefits shall be paid in a lump sum to the deceased Beneficiary's estate, subject to the terms governing the applicable Investment Arrangement. Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to specify different default Beneficiary rules, subject to Section 11.04(c)(1) and the terms governing the applicable Investment Arrangement.
- (f) **Simultaneous Death.** If a Participant and the Participant's Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation or Investment Arrangement otherwise specifies, the Administrator shall presume conclusively that the Beneficiary predeceased the Participant.

11.05 Other Termination of Employment. If a Participant terminates the Participant's employment with the Employer and all Related Employers, if any, for any reason other than attainment of Normal Retirement Age, attainment of Early Retirement Age, Disability or death, the Participant shall be entitled to a termination benefit equal to the sum of (a) the Participant's Vested interest in the balance of the Participant's Matching Employer Contributions and/or Nonelective Employer Contributions subaccount(s), such vested interest to be determined in accordance with Sections 5.11 and 11.06 and the vesting schedule(s) elected by the Employer in Election 1.16(c) of the Adoption Agreement and the Vesting Schedule Addendum to the Adoption Agreement, if applicable, and (b) the balance of the Participant's Deferral Contributions, Employee After-Tax Contributions, Qualified Nonelective Employer Contributions, Qualified Matching Employer Contributions, Mandatory Contributions and Rollover Contributions subaccounts.

11.06 Application of Vesting Schedule Following Partial Distribution. The formula to calculate a Participant's Vested Account Balance following a partial distribution is described in Section 5.11(c).

11.07 Forfeitures. This Section 11.07 shall not apply if the Plan is a Non-ERISA Plan. If a Participant has a Severance from Employment when the Participant's Vested interest in the Participant's Matching Employer Contributions and/or Nonelective Employer Contributions subaccounts is less than one hundred percent (100%), the nonvested portion of the Participant's Account (including any amounts credited after the Participant's Severance from Employment) shall be forfeited by the Participant as follows:

- (a) If an Inactive Participant elects to receive distribution of such Participant's entire Vested interest in the Participant's Account, the nonvested portion of the Participant's Account shall be forfeited upon the complete distribution of such Vested interest, subject to the possibility of reinstatement as provided in Section 11.09.
- (b) **Deemed Forfeitures for Nonvested Participants.** For purposes of this Section 11.07, if the value of a Participant's Vested interest in such Participant's Account Balance is zero percent (0%), the Participant shall be deemed to have received a distribution of the Participant's Vested interest immediately following Severance from Employment from all Annuity Contracts and Custodial Accounts, unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) that the rule shall not apply to Annuity Contracts and/or Custodial Accounts.
- (c) If an Inactive Participant elects not to receive distribution of the Participant's Vested interest in the Participant's Account following the Participant's Severance from Employment, the nonvested

portion of the Participant's Account shall be forfeited after the Participant has incurred five consecutive Breaks in Service.

Subject to the terms governing the applicable Investment Arrangement, no forfeitures shall occur solely as a result of a Participant's withdrawal of Employee After-Tax Contributions.

11.08 Application of Forfeitures. Any forfeitures occurring during a Plan Year shall be held in the Plan's forfeiture account. The Employer may restrict the use and/or specify the allocation of forfeitures in one or more ways and/or based on the source of the forfeiture for the forfeiture Plan Year, Vendor(s)' operational capabilities and the terms governing the applicable Investment Arrangement(s).

- (a) Uses of Forfeitures. Any combination of the following permitted uses is permissible. If more than one allocation method will be used, the Employer shall determine the ordering based on Vendors' operational capabilities and the terms governing the applicable Investment Arrangement.
- (1) Forfeitures may be used to pay administrative expenses under the Plan at any time, unless paid by the Employer in its sole discretion, as described in Section 19.06(a).
 - (2) The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply forfeitures (all forfeitures or forfeitures arising from specifically from Matching Employer Contributions and/or Nonelective Employer Contributions) to reduce the Employer's obligation to fund Employer Matching Contributions and/or Employer Nonelective Contributions. Except as permitted pursuant to EPCRS and notwithstanding any other provision of the Plan to the contrary, in no event may forfeitures be used to reduce the Employer's obligation to remit loan repayments or make Deferral Contributions, Employee After-Tax Contributions, or Mandatory Contributions to the Plan.
 - (3) The Employer may direct the Administrator to use forfeitures (all forfeitures or forfeitures arising from specifically from Matching Employer Contributions and/or Nonelective Employer Contributions) to reinstate previously forfeited Account Balances of Participants, if any, in accordance with Section 11.09(c) or to satisfy any contribution that may be required to reinstate the Account Balance of a missing Participant in accordance with Section 12.08(b).
 - (4) The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to allocate forfeitures (all forfeitures or forfeitures arising from specifically from Matching Employer Contributions and/or Nonelective Employer Contributions) arising from Matching Employer Contributions and/or Nonelective Employer Contributions to the accounts of "eligible" Participants otherwise eligible to receive an allocation of Nonelective Employer Contributions based on the ratio that each "eligible" Participant's Compensation bears to the sum of the Compensation of all "eligible" Participants for the Plan Year. The Contribution Period shall be as elected in Election 1.12(c) of the Adoption Agreement, unless otherwise specified by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). The continuing eligibility requirements of Election 1.12(d) and 1.13 of the Adoption Agreement shall apply, unless otherwise specified by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum).
 - (5) The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply forfeitures (all forfeitures or forfeitures arising from specifically from Matching Employer Contributions and/or Nonelective Employer Contributions) as additional discretionary Employer Matching Contributions or additional discretionary Employer Nonelective Contributions.
 - (6) The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to impose additional requirements or restrictions with respect to forfeitures (all forfeitures or forfeitures arising from specifically from Matching Employer Contributions and/or Nonelective Employer Contributions).

- (b) Timing. Forfeitures shall be applied no later than 12 months following the close of the Plan Year in which the forfeiture occurs (the “forfeiture allocation year”). Notwithstanding the foregoing, forfeitures incurred during any Plan Year that begins before January 1, 2024 shall be treated as having been incurred in the first Plan Year that begins on or after January 1, 2024. Forfeitures may be allocated at different times based on the source of the forfeiture in the Administrator’s discretion and irrespective of whether any Matching Employer Contributions or Nonelective Employer Contributions have been paid or are payable with respect to the forfeiture allocation year.
- (c) Other.
 - (1) No Participant shall share in the allocation of a forfeiture of all or any part of such Participant’s Account. In the event of a merger of another plan into this Plan of Accounts which are not fully vested, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to allocate forfeitures arising from such merged-in Accounts only to those Participants who were also participants in the merged plan prior to the merger.
 - (2) The Employer may elect in Election 1.13(a), 1.13(b) and Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) if applicable to waive any last day and/or service requirement(s) to receive an allocation of forfeitures.

11.09 Reinstatement of Forfeitures.

- (a) In General. If any portion of a Participant’s Account is forfeited under Section 11.07(a) because of a distribution of the Participant’s complete Vested interest in the Participant’s Account, but such individual again becomes an Eligible Employee, the amount so forfeited shall be reinstated as described in this Section 11.09 if the Participant repays the entire amount of the Participant’s distribution not attributable to Employee After-Tax Contributions or Rollover Contributions before the earlier of:
 - (1) the Participant incurring five-consecutive Breaks in Vesting Service following the date such complete distribution of the Participant’s vested interest was made; or
 - (2) five years after the Participant’s Reemployment Commencement Date.

Upon such repayment, the provisions of the Plan (including Section 11.07) shall thereafter apply as if no forfeiture had occurred.
- (b) Deemed Repayment for Nonvested Participants. If an Employee is deemed to have received distribution of the Participant’s complete Vested interest as provided in Section 11.07(b) because the Employee was zero percent (0%) Vested, if the Plan is an ERISA Plan the Employee shall be deemed to have repaid such distribution as described in Section 11.09(a) on the Participant’s Reemployment Commencement Date. Upon such deemed repayment, the provisions of the Plan (including Section 11.07) shall thereafter apply as if no forfeiture had occurred.
- (c) Reinstated Amounts. The amount to be reinstated pursuant to Section 11.09(a) or 11.09(b) shall not be adjusted for the earnings, expenses, losses, or gains of the assets that would have been credited to the Participant’s Account since the date forfeited. Such reinstated amount shall be recredited first from the forfeitures, if any, which as of the date of reinstatement have yet to be applied as provided in Section 11.08; any Plan asset-related earnings not allocable to a specific Participant’s Account for the Plan Year (e.g., from float interest generated by a Plan-level account); and, to the extent such forfeitures and/or earnings are insufficient, from a special contribution to be made by the Employer, unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to eliminate a source or change the ordering of the sources.
- (d) Accounting for Reinstated Amounts. This Section 11.09(d) does not apply if the Plan is a Non-ERISA Plan. The Administrator shall account for the Participant’s Account Balance reinstated under this Section 11.09 by treating the Account as consisting of the same contribution types and amounts as existed on the date of the cash-out distribution, unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to account for amounts attributable

to the Participant's cash-out repayment under the "nonelective rule" or the "rollover rule." Under the "nonelective rule," such amounts shall be treated as a Nonelective Employer Contribution (or other Employer Contribution, as applicable) for purposes of any subsequent distribution. Under the "rollover rule," such amounts shall be treated as a Rollover Contribution for purposes of any subsequent distribution. If the cash out repayment does not qualify as a Rollover Contribution or if the Plan does not permit Rollover Contributions, the Administrator shall apply the "nonelective rule."

- 11.10 Adjustment for Investment Experience.** If any distribution under the Plan is not made in a single payment, then subject to the terms governing the applicable Investment Arrangement, the amount retained by a Vendor after the distribution in the Participant's Account shall be subject to adjustment until distributed to reflect the income and gain or loss on the investments in which such amount is invested and any expenses properly charged under the Plan and Investment Arrangement to such amounts.

Article 12. Distributions.

- 12.01 Distribution Must be Permitted Under Applicable Investment Arrangement Documentation.** If there are inconsistencies between the terms of the Plan (that is, the Basic Plan Document, Adoption Agreement and Addenda) and the terms governing the applicable Investment Arrangement, the terms of the Plan shall control. However, notwithstanding the foregoing, distributions under the Plan shall be permitted only if and to the extent provided under the applicable Investment Arrangement. All distributions are subject to the terms governing the applicable Investment Arrangement.
- 12.02 Application for Distribution.** A Participant (or the Participant's Beneficiary, if the Participant has died) who is entitled to a distribution hereunder must request such distribution using procedures established by the Administrator or Vendor, unless the distribution is mandatory as described in Section 13.03, 12.05 or 12.06, automatic due to a Small Account Balance as described in Section 13.02, or another exception applies under the Plan. All distributions shall be made as soon as reasonably practicable following receipt of a distribution application in good order for processing, but are subject to, and may be limited by, the terms of the applicable Investment Arrangement Documentation.
- 12.03 Distribution Limitations.** Notwithstanding anything herein to the contrary and in addition to Section 12.01, the following limitations on distributions apply:
- (a) Distribution Limitations for Deferral Contributions, Qualified Nonelective Contributions, Qualified Matching Employer Contributions and Safe Harbor Contributions. Distributions of Deferral Contributions, QNECs, QMACs, and/or Safe Harbor Contributions from a Participant's Account may not be made earlier than the date the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½, or in connection with the termination of the Plan without the establishment or maintenance of another defined contribution plan, except as permitted in the case of pre-1989 Deferral Contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for and except to the extent permitted under Article 10 and the relevant Elections selected in the Adoption Agreement. For purposes of this Section 12.03(a), with respect to Deferral Contributions, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing in the uniformed services described in Code § 3401(h)(2)(A). A Participant who elects to receive a distribution pursuant to the preceding sentence may not make a Deferral Contribution or an Employee After-Tax Contribution during the 6-month period beginning on the date of the distribution.
 - (b) Distribution Limitations for Nonelective Employer Contributions. The following limitations apply with respect to distributions of Nonelective Employer Contributions:
 - (1) Custodial Account. Except as otherwise provided under the Plan, Nonelective 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 59½, or in connection with the termination of the Plan without the establishment or maintenance of another defined contribution plan.

- (2) Annuity Contract. Except as otherwise provided under the Plan (including Section 10.09), Nonelective 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 elected by the Employer in Election 1.19(g) of the Adoption Agreement, such as after a fixed number of years, attainment of a stated age, or after the Participant becomes Disabled.

12.04 Consent to Distribution

- (a) If the Plan is an ERISA Plan, as required under Code § 411(a)(11)(A) and consistent with Section 12.02, no distribution shall be made to the Participant before the Participant reaches the Participant's Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected in Election 1.21(a) of the Adoption Agreement to cash out Small Account Balances as described in Section 13.02 and the Participant's Vested interest in the Participant's Account does not exceed the elected Small Account Balance amount. Such consent shall be made within the 180-day period ending on the Participant's Annuity Starting Date. A legal guardian of the Participant may give consent if the Participant is incompetent.
- (b) If a Participant's Vested interest in the Participant's Account exceeds the maximum cash out limit permitted under Code § 411(a)(11)(A), the consent of the Participant's Spouse must also be obtained, unless the distribution shall be made in the form of a "qualified joint and survivor annuity" or "qualified preretirement survivor annuity" as those terms are defined in Section 14.01. A Spouse's consent to distribution, if required, must satisfy the requirements of Article 14.
- (c) Notwithstanding any other provision of the Plan to the contrary, neither the consent of the Participant nor the Participant's Spouse shall be required to the extent that a distribution is required to satisfy Code § 401(a)(9) or Code § 415, unless required under the terms governing the applicable Investment Arrangement.
- (d) If the Plan is not an ERISA Plan, subject to the terms governing the applicable Investment Arrangement, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to require Spousal consent to distributions from the Plan, other than distributions required under Code § 401(a)(9) or Code § 415 and cash-outs of Small Account Balances as described in Section 13.02. The Employer may require Spousal consent to Plan loans in separate loan procedures.

12.05 Required Commencement of Distributions to Participants. Participants shall be entitled to a distribution of the Vested Account Balance after a Severance from Employment, subject to the terms governing the applicable Investment Arrangement and as otherwise provided in this Section 12.05. Distributions shall be made as soon as reasonably practicable following the Vendor's acceptance of the distribution request in good order for processing. In no event shall distribution to a Participant commence later than the earlier of the dates described in (a) (if applicable) and (b):

- (a) If the Plan is an ERISA Plan, unless the Participant (and the Participant's Spouse, if appropriate) elects otherwise, the 60th day after the close of the Plan Year in which occurs the latest of (1) the Participant attains Normal Retirement Age or age 65 if earlier, (2) the Participant's 10th anniversary of Plan participation, or (3) the Participant has a Severance from Employment; and
- (b) The Participant's Required Beginning Date.

Notwithstanding anything herein to the contrary, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to delay distribution of a Participant's Account after Severance from Employment, but not later than the date described above. Notwithstanding the foregoing, if the Employer selected an Early Retirement Age in Election 1.14(b) of the Adoption Agreement that is the later of an attained age and completion of a specified number of years of Vesting Service, any Participant who has a Severance from Employment on or after completing the required number of years of Vesting Service but before attaining the required age shall be eligible to commence distribution of the Participant's Vested interest in the Participant's Account upon attaining the required age. The failure of a Participant (and the Participant's Spouse, if applicable) to consent to a distribution shall be deemed to be an election to defer

commencement of payment. Furthermore, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to postpone distributions for certain Participants to the extent required or permitted by prior plan provisions. However, notwithstanding anything herein to the contrary, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to permit a Participant to accelerate distribution of the Participant's Account after Severance from Employment in the event of Disability and/or immediate and heavy financial need, as described in Section 10.02(c)(4).

12.06 Required Commencement of Distributions to Beneficiaries.

- (a) In General. Subject to the requirements of Code § 401(a)(9) and the terms governing the applicable Investment Arrangement, if a Participant dies before the Participant's Annuity Starting Date, the Participant's Beneficiary shall receive distribution of the Participant's Vested interest in the Participant's Account in the form provided under Article 13 or 14, as applicable, beginning as soon as reasonably practicable following the date the Beneficiary's application for distribution is filed with the Administrator unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to delay the beginning date of such distribution. If distribution is to be made to a Participant's Spouse, it shall be made available within a reasonable period of time after the Participant's death that is no less favorable than the period of time applicable to other distributions.
- (b) Lump Sum Distribution. If the Employer has elected in Election 1.21(a) of the Adoption Agreement to cash out Small Account Balances as described in Section 13.02, a distribution is to be made to a Participant's Beneficiary following the death of the Participant, and the Beneficiary's Vested interest in the Participant's Account does not exceed the Small Account Balance Amount elected by the Employer in Election 1.21(a) of the Adoption Agreement or any lesser amount imposed by the Administrator in separate procedures (including \$0), distribution shall be made to the Beneficiary in a lump sum following the Participant's death, subject to the terms of the applicable Investment Arrangement.

12.07 Frozen Plan. Notwithstanding any other provision of the Plan, if the Employer elects in Election 1.01(g) of the Adoption Agreement that the Plan is a frozen plan, Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms and subject to the terms governing the applicable Investment Arrangement.

12.08 Missing Participants and Beneficiaries.

- (a) Treatment of Benefits. The Administrator shall at all times be responsible for determining the whereabouts of each Participant or Beneficiary who may be entitled to benefits under the Plan and shall direct the Vendor as to the maintenance of a current address of each such Participant or Beneficiary. If the Administrator is unable after diligent attempts to locate a Participant or Beneficiary who is entitled to a benefit under the Plan, the benefit otherwise payable to such Participant or Beneficiary may be forfeited and applied as provided in Section 11.08. If a benefit is forfeited because the Administrator determines that the Participant or Beneficiary cannot be found, such benefit shall be reinstated by the Employer (unadjusted for earnings that would have occurred subsequent to the forfeiture) if a claim is filed by such Participant or Beneficiary with the Administrator and the Administrator confirms the claim to the Employer. If the Plan is not subject to ERISA, such benefit may be transferred to the relevant unclaimed property fund under applicable state law, with no further responsibility for the Vendor or Administrator.
- (b) Reinstatement of Forfeited Amount. If the Participant or Beneficiary who is due a benefit under the Plan which was forfeited pursuant to Section 12.08(a) makes a claim for such benefit, and such claim is validated by the Administrator, the Administrator shall restore the forfeited amount without any adjustment for the earnings, expenses, losses, or gains since the date forfeited. Such amount shall be recredited first from the forfeitures, if any, which as of the date of restoration have yet to be applied as provided in Section 11.08; any Plan asset-related earnings not allocable to a specific Participant's Account for the Plan Year (e.g., from float interest generated by a Plan-level account); and, to the extent such forfeitures and/or earnings are insufficient, from a special contribution to be

made by the Employer, unless the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to eliminate a source or change the ordering of the sources.

12.09 Distributions Upon Plan Termination. All Plan assets must be distributed upon the termination of the Plan, as described in Section 16.08, subject to the terms of the applicable Investment Arrangement which may require the consent of the Participant, Participant's Spouse and/or Beneficiary prior to distribution.

Article 13. Form of Distribution.

13.01 Available Form(s) of Distribution. Participants may elect distributions under any form or method elected by the Employer in Election 1.20(a) of the Adoption Agreement, provided such method is permitted under the terms of the applicable Investment Arrangement and subject to (1) any restrictions elected by the Employer in Elections 1.20(a)(5) and/or 1.20(a)(6) of the Adoption Agreement and the Additional Provisions Addendum if applicable and (2) the annuity distribution and Spousal consent requirements of Article 14, to the extent applicable. Beneficiaries and alternate payees as described in Section 18.04 may elect any form of distribution available to a Participant if permitted under the terms governing the applicable Investment Arrangement and, with respect to alternate payees, not restricted by the QDRO. Subject to Section 13.02 and the terms governing the applicable Investment Arrangement, each Participant shall determine the method of distribution of benefits to be received personally and may determine the method of distribution to such Participant's Beneficiary (for example, under the terms of a qualified plan distribution annuity). If the Participant does not determine the method of distribution to the Participant's Beneficiary or if the Investment Arrangement permits the Participant's Beneficiary to override the Participant's determination, the Beneficiary, in the event of the Participant's death, shall determine the method of distribution of benefits to be received as if such Beneficiary were the Participant, subject to any restrictions under the Plan. A determination by the Beneficiary must be made no later than the close of the calendar year in which distribution would be required to begin under Section 12.06. The following form(s) of distribution are or may be available under the Plan, subject to the terms of the applicable Investment Arrangement:

- (a) Lump Sum Payment. A Participant may elect to receive a lump sum payment of one hundred percent (100%) of such Participant's distributed Vested Account Balance at each Vendor.
- (b) Installment Payments. If elected by the Employer in Election 1.20(a)(2) of the Adoption Agreement, a Participant may elect to receive such Participant's distributable Vested Account Balance in installment payments under a systematic withdrawal plan (or "SWP"). The Employer may elect in Election 1.20(a)(2)(A) of the Adoption Agreement to restrict availability of installment payments to Participants who are required to receive distributions under Code § 401(a)(9). Subject to the foregoing, the recipient of payments under a systematic withdrawal plan may, with regard to all remaining payments or any portion thereof, elect to accelerate installment payments, decelerate installment payments, stop such payments altogether, or receive a lump sum distribution of the remainder of the Participant's Account balance.
- (c) Partial Withdrawal. If elected by the Employer in Election 1.20(a)(3) of the Adoption Agreement, a Participant who has had a Severance from Employment and whose Account is distributable in accordance with the provisions of Article 12 may elect to withdraw any portion of such Participant's distributable Vested Account Balance in a lump sum or any other available form of distribution at any time, provided that such distribution satisfies the applicable requirements of Code § 401(a)(9). The Administrator may impose a uniform administrative limit on the number of partial withdrawals allowable per Account or per calendar year (which shall be nondiscriminatory if the Plan is an ERISA Plan), subject to the terms of the applicable Investment Arrangement and the Vendor's operational capabilities.
- (d) Annuity. If elected by the Employer in Election 1.20(a)(4) of the Adoption Agreement, a Participant may elect to (1) annuitize all or a portion of such Participant's distributable Vested Account Balance held in an Annuity Contract (subject to the terms governing the applicable Annuity Contract) and/or (2) direct the Administrator to purchase a qualified plan distribution annuity contract from an insurer selected by the Investment Fiduciary with all or a portion of such Participant's distributable Vested Account Balance held in a Custodial Account (subject to the terms governing the applicable

Custodial Account). If a Participant elects to receive an annuity, the annuity must be nontransferable and otherwise must comply with the terms of the Plan and the Code. If the Vendor is not an insurance company, all references in the Plan to the Vendor's distribution of an annuity contract shall mean that the Vendor shall take the direction of the Administrator to transfer all or a portion of the assets of the Participant's Account to an Insurance Company to facilitate the purchase by the Plan of a qualified plan distribution annuity that meets the requirements of § 403(b) and the Plan on behalf of such Participant. The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to restrict the availability of annuity distributions to certain sources and/or groups (for example, in order to preserve protected benefits but not otherwise subject the Plan to annuity distribution and spousal consent requirements of Article 14). However, if the Plan is an ERISA Plan and availability of annuities is restricted, the form of payment may need to be tested to show that it meets the requirements of Code § 401(a)(4). If a Participant surrenders or cancels an Annuity Contract (to the extent permitted or required by the Insurer) prior to the Annuity Starting Date applicable to payments under such Annuity Contract, the Insurer may return the premium amount paid for such Annuity Contract to the Plan for deposit into the Participant's Account. If the Plan is not subject to ERISA or Article 14, the Employer through the Plan's administrative procedures or the terms governing the applicable annuity contract may require irrevocable spousal consent to the Participant's request for a distribution in the form of an annuity.

- (e) Additional Forms and Restrictions. A Participant may elect any distribution form or method available under the applicable Investment Arrangement Documentation, unless restricted by the Employer in Election 1.20(a)(5) of the Adoption Agreement to only the form(s) elected by the Employer in Election(s) 1.20(a)(1) – 1.20(a)(4) of the Adoption Agreement. If the Employer has elected in Election 1.19(j) of the Adoption Agreement to permit distributions of Lifetime Income Investments, distributions may be made in the form of a Custodial Account or Annuity Contract holding such Lifetime Income Investment, subject to the terms governing the applicable Lifetime Income Investment and the operational capabilities of the applicable Vendor(s). The Employer may elect to impose additional restrictions or permit additional forms of distribution in Election 1.20(a)(6) of the Adoption Agreement and the Additional Provisions Addendum and/or the Plan's administrative procedures.
- (f) Distributions of Outstanding Loans. Subject to the terms governing the applicable Investment Arrangement Documentation, a Participant whose distribution includes an outstanding loan balance may roll over that outstanding loan in-kind to a plan which agrees to accept such an outstanding loan in accordance with the provisions of Section 9.11.
- (g) Normal Form of Distribution. The Employer must specify the normal (or primary) form of payment under the Plan in Election 1.20(b) of the Adoption Agreement. To the extent a lump sum is the normal form of distribution for all or part of a Participant's Account, the annuity distribution and Spousal consent requirements of Article 14 shall not apply with respect to such assets. If an annuity is the normal form of distribution for all or part of a Participant's Account, the annuity distribution and Spousal consent requirements of Article 14 shall apply with respect to such assets.
 - (1) If the Employer elects Election 1.20(b)(1) of the Adoption Agreement specifying that the normal and only form of distribution from the Plan is a lump sum, annuities shall not be available as distribution options and the Plan shall not accept transfers of assets from plans subject to the annuity distribution and Spousal consent requirements of Article 14, unless the Adoption Agreement is amended.
- (h) Distributions on Plan Termination. If the Plan is terminated as described in Section 16.07, subject to the terms governing the applicable Investment Arrangement Documentation, distributions may be made in the form of cash (including an Eligible Rollover Distribution), a fully paid-up Annuity Contract and/or a Custodial Account.

13.02 Cash Out of Small Account Balances.

- (a) In General. If elected by the Employer in Election 1.21(a) of the Adoption Agreement and to the extent permitted under the terms governing the applicable Investment Arrangement, distributions

may be made in the form of a lump sum payment in cash, without the consent of the Participant, Beneficiary or Participant's alternate payee, unless the Accumulated Benefit (determined in accordance with Section 13.02(b)) of such Participant, Beneficiary or Participant's alternate payee exceeds the amount elected by the Employer in Election 1.21(a) of the Adoption Agreement or, if less, the amount specified in the applicable Investment Arrangement ("Small Account Balance"). Any such distribution shall comply with the requirements of Code § 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000) as described in Section 13.04(c).

- (b) Treatment of Rollover Contributions. For purposes of determining whether a Participant's, Beneficiary's or alternate payee's Accumulated Benefit is a Small Account Balance, the Participant's Accumulated Benefit shall include amounts held in a Rollover Contribution subaccount, unless the Employer elects to exclude such amounts in Election 1.21(c) of the Adoption Agreement.
- (c) Exclusion from Cash Out Requirement. The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to exclude certain groups of Participants from application of Section 13.02.

13.03 Required Minimum Distributions.

- (a) In General. The Plan shall comply with the minimum distribution requirements of Code § 401(a)(9) and the regulations thereunder in accordance with the terms governing each Investment Arrangement, if applicable, unless and to the extent otherwise permitted by law and in 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 Code § 401(a)(9), each Investment Arrangement is treated as an individual retirement account ("IRA") and distributions shall be made in accordance with the provisions of Treas. Reg. § 1.408-8, except as provided in Treas. Reg. § 1.403(b)-6(e). Effective for Participants attaining age 70½ after December 31, 2019 and for the distribution of a Participant's Accumulated Benefit who dies after December 31, 2019, the amendments made by the Setting Every Community Up for Retirement Enhancement Act of 2019 are hereby reflected.
 - (1) QLACs. A Participant's Accumulated Benefit does not include the value of any qualified longevity annuity contract ("QLAC"), which is an Annuity Contract, purchased from an insurance company on or after July 2, 2014, for the benefit of a Participant in the Plan, stating its intent to be a QLAC and otherwise meeting the requirements of Treas. Reg. §§ 1.403(b)-6(e), 1.401(a)(9)-6 and 1.408-8. The amount of the premiums paid for the QLAC under the Plan may not exceed the lesser of:
 - (A) An amount equal to the excess of \$125,000 (\$200,000 for contracts purchased on or after December 29, 2022) (as adjusted by the Commissioner) over the sum of: (1) the premiums paid before that date with respect to the contract, and (2) premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Participant under the Plan, or any other plan, annuity, or account described in Code §§ 401(a), 403(a), 403(b), or 408 or eligible governmental plan under Code § 457(b); or
 - (B) For contracts purchased or received in an exchange before December 29, 2022, an amount equal to the excess of: (1) twenty-five percent (25%) of the Participant's Account Balance (as of the last valuation date preceding the date of the premium payment) under the Plan (including the value of any QLAC held under the Plan for the Participant) as of the contract date, over (2) the sum of premiums paid before that date with respect to the contract and premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the Participant under the Plan.

- (2) Distributions under the QLAC must commence not later than the first day of the month next following the Participant's 85th birthday. After distributions commence, those distributions must satisfy all applicable minimum distribution requirements from that point forward (other than the requirement that annuity payments commence on or before the Participant's required beginning date as defined in Code §401(a)(9).)
- (3) If and to the extent that the Plan permits the purchase of a QLAC under the Plan and subject to the terms of the applicable QLAC, a Participant may rescind the purchase of a QLAC purchased or received in an exchange on or after July 2, 2014 within a period not exceeding ninety (90) days from the date of purchase.
- (4) If an Annuity Contract fails to be a QLAC solely because a premium for the contract exceeds the applicable limits, the excess premium will be returned (either in cash or in the form of an Annuity Contract that is not intended to be a QLAC) to the non-QLAC portion of the Participant's Account by the end of the calendar year following the calendar year in which the excess premium was originally paid.

13.04 Direct Rollovers.

- (a) In General. Notwithstanding any other provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee 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 (or such lesser amount agreed to by the applicable Vendor) paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover. If an Eligible Rollover Distribution is less than \$500 (or such lesser amount permitted by the applicable Vendor), a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution. The Plan shall provide a direct trustee-to-trustee transfer of a Lifetime Income Investment distribution (as described in Section 10.10) to an Eligible Retirement Plan, subject to the operational capabilities of the Vendor and the terms governing the applicable Investment Arrangement. The Plan shall permit automatic portability transactions as described in Code § 4975(f)(12), subject to the terms governing the applicable Investment Arrangements.
- (b) Definitions.
 - (1) **"Eligible Rollover Distribution"** means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
 - (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of 10 years or more;
 - (B) any distribution to the extent such distribution is required under Code § 401(a)(9);
 - (C) any hardship distribution, QDD, QBOAD, or other similar distribution not included in the definition of Eligible Rollover Distribution under the Code;
 - (D) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);
 - (E) any distribution(s) that is reasonably expected to total less than \$200 during a year;
 - (F) any corrective distribution of excess amounts under Code §§ 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto;
 - (G) any loans that are treated as deemed distributions pursuant to Code § 72(p);
 - (H) dividends paid on employer securities as described in Code § 404(k);

- (I) the costs of life insurance coverage (P.S. 58 costs);
- (J) prohibited allocations that are treated as deemed distributions pursuant to Code § 409(p); and
- (K) a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code §414(w).

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of Employee After-Tax Contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code § 408(a) or § 408(b) or a Roth individual retirement account or annuity described in Code § 408A, or (ii) a qualified plan or annuity described in Code § 401(a) or 403(a), or a tax-sheltered annuity described in Code § 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) **“Eligible Retirement Plan”** means a qualified plan described in Code § 401(a), an annuity plan described in Code § 403(a), an annuity contract described in Code § 403(b), an individual retirement account or annuity described in Code § 408(a) or Code § 408(b) (including, effective for Eligible Rollover Distributions occurring after December 18, 2015, a SIMPLE IRA plan within the meaning of Code § 408(p) that accepts the Eligible Rollover Distribution, provided that the Eligible Rollover Distribution does not include any amounts from a designated Roth subaccount and the rollover is made after the two-year period beginning on the date the participant first participated in their employer’s SIMPLE IRA plan), or an eligible plan under Code § 457(b) 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. 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 QDRO.
 - (3) **“Distributee”** means an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving Spouse and the Employee’s or former Employee’s Spouse or former Spouse who is the alternate payee under a QDRO are Distributees with regard to the interest of the Spouse or former Spouse. A Distributee also includes the Participant’s non-spouse designated Beneficiary. In the case of a non-spouse designated Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in Code § 408(a) or Code § 408(b) that is established on behalf of the Beneficiary and that shall be treated as an inherited IRA pursuant to the provisions of Code § 402(c)(11).
 - (4) **“Direct Rollover”** means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (c) Automatic Rollovers. In the event of a distribution of a Small Account Balance which is greater than \$1,000 (or such lesser amount as elected by the Employer in Election 1.21(b) of the Adoption Agreement to be subject to the automatic rollover provisions of the Plan) and in accordance with the provisions of Section 13.02, 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 shall pay the distribution in a Direct Rollover to an individual retirement plan designated by the Plan fiduciary.
- (1) Treatment of Designated Roth Contributions. For purposes of determining whether an amount being distributed pursuant to Section 13.02 shall be subject to a direct rollover by the Administrator, a Participant’s Roth 403(b) Contributions, as defined in Section 5.03(c), shall be considered separately from the amount within the Participant’s non-Roth subaccount(s). If the Roth subaccounts and/or the non-Roth subaccounts are in aggregate less than \$1,000 (or the applicable lesser amount elected by the Employer in Election

1.21(b) of the Adoption Agreement to be subject to the automatic rollover provisions of the Plan), the Vendor shall pay out such amount in cash. Conversely, if the Roth subaccount(s) and/or the non-Roth subaccount(s) are greater than \$1,000 (or the applicable lesser amount elected by the Employer in Election 1.21(b) of the Adoption Agreement to be subject to the automatic rollover provisions of the Plan), the Vendor shall pay such amount(s) in direct rollover(s) to the appropriate type of Individual Retirement Plan (e.g., Roth or non-Roth).

- (d) Written Explanation of Right to Direct Rollover. The payor shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code § 402(f).
- (e) Rollovers of Roth 403(b) Contributions.
 - (1) A Direct Rollover of a distribution from a Roth 403(b) Contribution subaccount under the Plan shall only be made to another designated Roth account under an applicable retirement plan described in Code § 402A(e)(1), or to a Roth IRA described in Code § 408A, and only to the extent the rollover is permitted under the rules of Code § 402(c).
 - (2) The Plan shall not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth 403(b) Contribution subaccount if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$500 (or such lesser amount agreed to by the applicable Vendor) during a year. In addition, any distribution from a Participant's Roth 403(b) Contribution subaccount is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$500 (or such lesser amount permitted by the applicable Vendor) during a year. However, Eligible Rollover Distributions from a Participant's Roth 403(b) Contribution subaccount are taken into account in determining whether the total amount of the Participant's Accumulated Benefits under the Plan exceeds \$1,000 (or such lesser amount as elected by the Employer in Election 1.21(b) of the Adoption Agreement to be subject to the automatic rollover provisions of the Plan) for purposes of determining if it is a Small Account Balance as described in Section 13.02.
 - (3) Section 13.04(a), which allows a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least \$500 (or such lesser amount agreed to by the applicable Vendor), is applied by treating any amount distributed from the Participant's Roth 403(b) Contributions subaccount as a separate distribution from any amount distributed from the Participant's other subaccounts in the Plan, even if the amounts are distributed at the same time.

13.05 Notice Regarding Timing and Form(s) of Distribution. Within the period beginning 180 days before a Participant's Annuity Starting Date and ending 30 days before such date, the Administrator shall provide such Participant with written notice containing a general description of the material features of each form of distribution available under the Plan and an explanation of the financial effect of electing each form of distribution available under the Plan. The notice shall also inform the Participant of the Participant's right to defer receipt of the distribution until the date specified in Section 12.05, the consequences of failing to defer, and the Participant's right to make a direct rollover. Notwithstanding the foregoing, distribution may commence fewer than 30 days after such notice is given, provided that:

- (a) The Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option);
- (b) The Participant, after receiving the notice, affirmatively elects a distribution, with the Participant's Spouse's consent, if necessary; and
- (c) If the Participant's Account is subject to the annuity distribution and Spousal consent requirements of Article 14, the following additional requirements apply:

- (1) The Participant is permitted to revoke the Participant's affirmative distribution election at any time prior to the later of (i) the Participant's Annuity Starting Date or (ii) the expiration of the seven-day period beginning the day after such notice is provided; and
- (2) The distribution may not begin to such Participant until such revocation period ends.

13.06 Notice to Vendor. The Administrator shall timely notify the Vendor whenever any Participant or Beneficiary is entitled to receive benefits under the Plan. To facilitate distributions, the Administrator shall develop processes and procedures to communicate to the Vendor the form of payment of benefits that such Participant or Beneficiary is eligible to receive, the name of any designated Beneficiary or Beneficiaries, and any such other information as the Vendor shall require.

13.07 Uncashed Checks. The Administrator may direct the Vendor to cancel uncashed checks issued from the Plan to a Participant or a Beneficiary after a reasonable period of time and redeposit the underlying proceeds into the Plan for the benefit of the payee, to the extent consistent with the terms governing the applicable Investment Arrangement, the Code, and ERISA or state law, as applicable.

Article 14. Joint & Survivor Annuity Requirements.

14.01 Special Definitions. For purposes of this Article 14, the following special definitions shall apply:

- (a) **“Election period”** with respect to a qualified preretirement survivor annuity (“QPSA”) benefit means the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death or the “applicable period” described in Section 14.04(b)(2). If a Participant has a Severance from Employment prior to the first day of the Plan Year in which the Participant attains age 35, with respect to the Account Balance as of the Severance Date, the election period shall begin on the Severance Date.
 - (1) **Pre-age 35 Waiver.** A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special “qualified election” to waive the QPSA for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the QPSA in such terms as are comparable to the explanation required under Section 14.04(b). QPSA coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Article 14.
- (b) **“Qualified election”** means a waiver of a qualified joint and survivor annuity (“QJSA”) or a QPSA. Any waiver of a QJSA or QPSA shall not be effective unless: (a) the Participant's Spouse consents in writing to the election; (b) the election designates a specific Beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without consent of the Spouse (or the Spouse expressly permits designations by the Participant without any further consent); (c) the Spouse's consent acknowledges the effect of the election; and (d) the Spouse's consent is witnessed by a plan representative or notary public in accordance with applicable law. In lieu of (b) in the preceding sentence, the Spouse may execute a general consent that allows the Participant to waive the QJSA or QPSA, and change the designated beneficiary or the optional form of benefit payment, without obtaining further consent of the Spouse as described in IRS Notice 97-10 or other applicable guidance. Additionally, a Participant's waiver of the QJSA shall not be effective unless the election designates a form of benefit payment which may not be changed without consent of the Spouse (or the Spouse expressly permits designations by the Participant without any further consent). If it is established to the satisfaction of the Administrator that the Participant has no Spouse, the Spouse cannot be located, the Participant is legally separated or has been abandoned (as defined under applicable law) and the Participant has a court order to that effect, or other circumstances exist which excuse the requirement to obtain the consent of the Spouse, a waiver shall be deemed a “qualified election” even without the consent of the Spouse. Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits Beneficiary designations by the Participant without any requirement of further consent by such Spouse must acknowledge

that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the relevant Annuity Starting Date. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Section 14.04 below. The Spouse's consent to the Participant's waiver of the QJSA and/or QPSA and election of another form of benefit shall be irrevocable.

- (c) **“Qualified joint and survivor annuity”** or **“QJSA”** means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the amount of benefit which can be purchased with the Participant's Vested Account Balance (or the portion of the Account Balance used by the Participant to purchase the annuity). The Employer may specify a different percentage for the survivor annuity in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum), but such percentage shall not be less than fifty percent (50%) nor greater than one hundred percent (100%) of the amount of the annuity payable during the joint lives of the Participant and Spouse.
- (d) **“Qualified optional survivor annuity”** or **“QOSA”** means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is equal to seventy-five percent (75%) of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the amount of benefit which can be purchased with the Participant's Vested Account Balance. The Employer may specify a different survivor annuity percentage amount in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) subject to the following rules: If the survivor annuity percentage under the QJSA is less than seventy-five percent (75%), then the survivor annuity percentage for the QOSA must be seventy-five percent (75%). If the survivor annuity percentage under the QJSA is greater than or equal to seventy-five percent (75%), then the survivor annuity percentage for the QOSA must be fifty percent (50%).
- (e) **“Qualified preretirement survivor annuity”** or **“QPSA”** means an annuity for the life of the Participant's surviving Spouse the actuarial equivalent of which is not less than fifty percent (50%) of the portion of such deceased Participant's Vested Account Balance as of the date of death to which the Participant had a nonforfeitable right. The Employer may specify a different percentage of a Participant's Vested Account Balance to be used to purchase the QPSA in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum). The value of the QPSA shall be attributable to Employer Contributions, Pre-Tax Deferral Contributions, and Roth Deferral Contributions in the same proportion as the Participant's Vested Account Balance is attributable to those contributions. Any security interest held by the Plan by reason of outstanding loan(s) to the Participant shall be taken into account in determining the amount of the QPSA.
- (f) **“Spouse”** or **“Spousal”** or **“surviving Spouse”** means the Spouse or surviving Spouse of the Participant, provided that a former Spouse shall be treated as the Spouse or surviving Spouse and a current Spouse shall not be treated as the Spouse or surviving Spouse to the extent provided under a QDRO.

14.02 Applicability. The annuity distribution and Spousal consent requirements of Article 14 shall apply under the Plan, if and to the extent that:

- (a) The Plan is subject to ERISA and the Employer elects in Election 1.20(b)(1) of the Adoption Agreement that a life annuity is the normal form of distribution from the Plan for all Participants and Account Balances and therefore, the annuity distribution and Spousal consent requirements of Article 14 shall apply to all Participants and Account Balances. The Employer may elect Election 1.20(b)(1) of the Adoption Agreement even though the Plan is not otherwise subject to Code §§ 401(a)(11) and 417;
- (b) The Plan is subject to ERISA and the Employer elects in Election 1.20(b)(2) of the Adoption Agreement that certain Participant groups and Account Balances are subject to the annuity distribution and Spousal consent requirements of Article 14;

- (c) The Plan is subject to ERISA but not the minimum funding standards of Code § 412, and the Employer elects in Election 1.20(a)(4) that annuities are an available form of distribution (in addition to the lump sum payment described in Election 1.20(a)(1), in which case the annuity distribution and Spousal consent requirements of Article 14 shall apply only with respect to a Participant who elects an annuity form of distribution and, provided the Plan accounts separately for the amounts used to purchase the annuity, only to the extent of the Participant's Plan assets which are used to purchase the annuity for such Participant;
- (d) The terms governing the applicable Investment Arrangement require application of the annuity distribution and Spousal consent requirements of Article 14; or
- (e) The Plan is not subject to ERISA and the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) that the annuity distribution and Spousal consent requirements of Article 14 shall apply under the Plan as if the entire Plan or certain Participants and Accounts were subject to Code §§ 401(a)(11) and 417.

If each Vendor separately accounts for such assets within a Participant's Account across all Investment Arrangements, the provisions of this Article shall apply only to the portion of a Participant's Account which is (i) invested in an Investment Arrangement which offers an annuity form of distribution or (ii) as described in Section 14.02(b), 14.02(c) or 14.02(e).

14.03 Annuity Requirements. If and to the extent that the annuity distribution and Spousal consent requirements of Article 14 apply:

- (a) QJSA. Unless an optional form of benefit is selected pursuant to a "qualified election" within the 180-day period ending on the Annuity Starting Date, a married Participant's Vested Account Balance that is subject to the annuity distribution and Spousal consent requirements of Article 14 shall be paid in the form of a QJSA, and an unmarried Participant's Vested Account Balance that is subject to the annuity distribution and Spousal consent requirements of Article 14 shall be paid in the form of a life annuity. The Participant may elect to have such Annuity Contract distributed upon attainment of the earliest retirement age under the Plan.
- (b) QOSA. For Plan Years beginning after December 31, 2007, if a married Participant elects to waive the QJSA, the Participant may elect the QOSA pursuant to a "qualified election" at any time within the 180-day period ending on the Annuity Starting Date.
- (c) QPSA. Unless an optional form of benefit has been selected within the "election period" pursuant to a "qualified election," if a Participant dies before the Annuity Starting Date, then the Participant's Vested Account Balance shall be applied toward the purchase of an annuity for the life of the surviving Spouse. The surviving Spouse may elect to have such annuity distributed within a reasonable period after the Participant's death. The portion of a Participant's Account that is subject to the annuity distribution and Spousal consent requirements of Article 14 shall be used to purchase a QPSA and the balance of the Participant's Vested Account Balance that is not used to purchase the QPSA shall be distributed to the Participant's designated Beneficiary in accordance with the provisions of Sections 11.04 and 12.06. To the extent that less than one hundred percent (100%) of the Participant's Account Balance is paid to the surviving Spouse, the amount of the Participant's employee-derived Account Balance allocated to the surviving Spouse shall be in the same proportion as the employee-derived Account Balance is to the total Account Balance of the Participant.
- (d) Annuity Terms. The Annuity Contracts that are available as qualified plan distribution annuities from the Plan shall be selected by the Investment Fiduciary and shall be described in the terms governing the applicable Investment Arrangement. The terms of the Annuity Contracts shall meet the requirements of the Code and applicable law. In the event of a conflict between the provisions of this Article and the terms of an Investment Arrangement or Annuity Contract, the provisions of this Article shall control.

14.04 QJSA and QPSA Notice Requirements.

(a) QJSA Notice.

- (1) In the case of a QJSA, the Administrator shall no less than 30 days and no more than 180 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a QJSA and the QOSA; (ii) the Participant's right to make and the effect of an election to waive the QJSA form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the QJSA. The written explanation shall comply with the requirements of Treas. Reg. § 1.417(a)(3)-1.
- (2) The Annuity Starting Date for a distribution in a form other than a QJSA may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the QJSA and elect (with Spousal consent) to a form of distribution other than a QJSA; (ii) the Participant is permitted to revoke any affirmative distribution election at least until the Annuity Starting Date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the QJSA is provided to the Participant; and (iii) the Annuity Starting Date is a date after the date that the written explanation was provided to the Participant. The Annuity Starting Date may be a date prior to the date the written explanation is provided to the Participant if the distribution does not commence until at least 30 days after such written explanation is provided, subject to the waiver of the 30-day period as provided for in this Section 14.04(a)(2).

(b) QPSA Notice.

- (1) In the case of a QPSA, the Administrator shall provide each Participant within the applicable period for such Participant a written explanation of the QPSA in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Section 14.04(a) applicable to a QJSA. The written explanation shall comply with the requirements of Treas. Reg. § 1.417(a)(3)-1.
- (2) The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the plan year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; (iii) a reasonable period ending after the QPSA is no longer subsidized as described in Section 14.04(c); and (iv) a reasonable period ending after the annuity distribution and Spousal consent requirements first apply to the Participant (for example, if the Plan is subject to ERISA but not the minimum funding standards of Code § 412, at the time that a Participant elects an annuity distribution under the Plan). Notwithstanding the foregoing, notice must be provided within a reasonable period ending after Severance from Employment in the case of a Participant whose Severance Date occurs before the Participant attains age 35.
- (3) For purposes of applying Section 14.04(b)(2), a reasonable period ending after the enumerated events described in (ii), (iii) and (iv) is the end of the two-year period beginning one year prior to the date the applicable event occurs and ending one year after that date. In the case of a Participant who has a Severance from Employment before the Plan Year in which age 35 is attained, notice shall be provided within the two-year period beginning one year prior to separation and ending one year after separation. If such a Participant thereafter returns to employment with the Employer, the applicable period for such Participant shall be re-determined.

- (c) No Notice Required. Notwithstanding the other requirements of this Section 14.04, the respective notices prescribed by Sections 14.04(a) and 14.04(b) need not be given to a Participant if (1) the

Plan “fully subsidizes” the costs of a QJSA or QPSA, and (2) the Plan does not allow the Participant to waive the QJSA or QPSA and does not allow a married Participant to designate a non-Spouse Beneficiary. For purposes of this Section 14.04(c), a Plan fully subsidizes the costs of a benefit if no increase in cost or decrease in benefits to the Participant may result from the Participant’s failure to elect another benefit.

- 14.05 One Year of Marriage Rule.** The Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply the “one year of marriage rule.” Under the “one year of marriage rule,” a Participant is not considered married unless the Participant and Spouse were married throughout the one-year period ending on the date of the Participant’s death. Unless otherwise specified in the applicable Investment Arrangement, the Employer’s election applies to both QJSAs and QPSAs under the Plan.
- 14.06 Beneficiary Designations.** If the Plan is subject to ERISA or the Employer elects in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply the Spousal consent requirements of Article 14 to some or all Participants, the primary Beneficiary of any married Participant who is subject to such requirement or election, respectively, must be the Participant’s Spouse, unless another Beneficiary is named with the consent of the Spouse through a “qualified election” as described in Section 11.04(c)(1)(C). The Spouse’s consent to the Participant’s Beneficiary designation shall be irrevocable. If the annuity distribution and Spousal consent requirements of this Article 14 apply and the Participant waives the QJSA or QPSA benefit without the consent of the Participant’s Spouse and the Participant dies before the Participant’s Annuity Starting Date, the Participant’s Beneficiary designation shall apply only to the portion of the death benefit which is not payable as a QPSA as described in Section 14.01(e), and the Administrator shall direct the Vendor to satisfy the Spouse’s interest in the Participant’s death benefit first from the portion which is payable as a QPSA. Notwithstanding the foregoing, the Employer may elect in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) to apply the “one year of marriage rule” for Beneficiary designations. Under the “one year of marriage rule,” a Participant is not considered married (and Spousal consent to a qualified election is not required) unless the Participant and Spouse were married throughout the one-year period ending on the date of the Participant’s death.
- 14.07 QLAC Purchased with Joint and Survivor Annuity Benefits.** In the case of a qualified longevity annuity contract (“QLAC”) described in Section 13.03 purchased with joint and survivor benefits, a domestic relations order will not affect the permissibility of joint and survivor annuity benefits so long as the following requirements are met to the extent applicable to the QLAC and Plan. In the case of a QLAC which was purchased, or received in an exchange, on or after July 2, 2014, with joint and survivor annuity benefits for the Participant and the Participant’s Spouse which were permissible under the regulations at the time the Annuity Contract was originally purchased, a divorce occurring after the original purchase and before the annuity payments commence under the Annuity Contract will not affect the permissibility of the joint and survivor annuity benefits or other benefits under the contract, or require any adjustment to the amount or duration of benefits payable under the Annuity Contract, provided that any qualified domestic relations order (within the meaning of Code § 414(p)):
- (a) Provides that the former Spouse is entitled to the survivor benefits under the Annuity Contract;
 - (b) Provides that the former Spouse is treated as a surviving Spouse for purposes of the Annuity Contract;
 - (c) Does not modify the treatment of the former Spouse as the Beneficiary under the Annuity Contract who is entitled to the survivor benefits; or
 - (d) Does not modify the treatment of the former Spouse as the measuring life for the survivor benefits under the Annuity Contract.

Article 15. Multiple Employer Plan.

The IRS has not reviewed the provisions of the Fidelity 403(b) Pre-Approved Plan that relate to multiple employer plans as described in Code § 403(b)(15). The Employer cannot rely on the Opinion Letter with regard to the qualification of the Plan under Code § 403(b) if Unrelated Employers are permitted to be Participating Employers. The Pre-Approved Plan Provider does not represent that the Fidelity 403(b) Pre-Approved Plan or the Plan as

adopted by the Employer meets the requirements of applicable law related to multiple employer plans under Code § 403(b)(15) and bears no responsibility for the actions of the IRS related to such use. The Employer must consult with an independent employee benefits advisor prior to using the Fidelity Pre-Approved Plan in the context of a multiple employer plan.

15.01 Plan Status. If the Employer elects in Election 1.02(b)(2) of the Adoption Agreement and the Participating Employers Addendum to the Adoption Agreement to permit Employers that are not Related Employers (“Unrelated Employers”) to participate in the Plan, the Plan shall be treated as a multiple employer plan in accordance with applicable guidance including Code § 403(b)(15) for Plan Years beginning after December 31, 2022 during any period during which an Unrelated Employer participates in the Plan,. The Employer may require in the Participating Employers Addendum to the Adoption Agreement for each Unrelated Employer to have previously been a Related Employer which was a Participating Employer. In the absence of such election, a Participating Employer shall immediately cease participating in the Plan when it is no longer a Related Employer and the term “Employer” shall not include such entity. Any subsequent removal of an Unrelated Employer shall not be treated as a termination of the Plan with regard to such Unrelated Employer and not be considered a distributable event for Participants still employed with such Unrelated Employer.

15.02 Administration. For the period, if any, that the Plan is a multiple employer plan and subject to applicable IRS Guidance, the limitations under the Plan relating to the requirements of Code §§ 415, 402(g), and 414(v) shall be applied to the Plan as a whole, and to the extent applicable, the requirements of Code §§ 410(b), 401(a)(4), 401(m)(2)(A), and 414(q) shall be applied separately to each Unrelated Employer. For any such period, the Pre-Approved Plan Provider shall treat each Unrelated Employer as an adopter of this Pre-Approved Plan for purposes of notice or other communications in connection with the Plan and other Plan-related services, unless the Adopting Employer or Administrator accepts responsibility for providing such notices or communications to each Unrelated Employer on behalf of the Pre-Approved Plan Provider. The Administrator shall be responsible for administering the Plan as a multiple employer plan.

Article 16. Amendment and Termination.

16.01 Amendments by the Employer.

- (a) **In General.** The Adopting Employer reserves the authority, subject to the provisions of Article 1 and Section 16.04, to amend the Plan as provided herein. The Adopting Employer may amend the Adoption Agreement to make new elections or modify prior elections. Such amendment may be made either by (1) completing an amended Adoption Agreement, or (2) adopting an amendment to the Adoption Agreement in the form provided by the Pre-Approved Plan Provider. Any such amendment must be dated, signed by the Adopting Employer, and filed with the Pre-Approved Plan Provider.
- (b) **Reliance on Opinion Letter.** 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 issued by the IRS for the Plan and shall be considered to have an individually designed 403(b) plan:
- (1) Add sample or model amendments published by the IRS that specifically provide that their adoption shall not cause a plan to fail to be identical to the § 403(b) Pre-Approved Plan;
 - (2) 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 Code § 403(b);
 - (3) Amendments that adjust the limitations under Code §§ 415, 402(g), 401(a)(17), and 414(q)(1)(B) to reflect annual cost-of-living increases;
 - (4) Plan language completed by the Employer if the overriding language is necessary to satisfy Code § 415 because of the required aggregation of multiple plans under that section, in accordance with section 5.09 of Rev. Proc. 2021-37;

- (5) 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;
- (6) 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;
- (7) Amendments to the administrative provisions in the Plan (such as provisions relating to investments, allocation of administrative responsibilities, 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, the Plan as amended meets the requirements of Rev. Proc. 2021-37, and the amendments do not cause the Plan to fail to satisfy the § 403(b) Requirements; and
- (8) 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.

16.02 Amendments by the Employer Adopting Provisions Not Included in the Pre-Approved Plan, through the Plan Superseding Provisions Addendum. The Adopting Employer reserves the authority, subject to Section 16.04, to amend the Plan by adopting provisions that are not included in the § 403(b) Pre-Approved Plan. Such amendment(s) shall be elected by the Employer in Election 1.26(a) of the Adoption Agreement and shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement, which content and effect shall be the Employer's sole responsibility, even though ministerially prepared by the Pre-Approved Plan Provider. An Employer that amends the Plan beyond what is permitted in Section 16.01(b) may no longer rely on the Opinion Letter issued by the IRS for the Plan and shall be considered to have an individually designed 403(b) plan.

16.03 Amendments by the Pre-Approved Plan Provider.

- (a) In General. The Pre-Approved Plan Provider may in its discretion amend any part of the Pre-Approved Plan at any time, which amendment shall also apply to the Plan sponsored by the Employer. Such amendments may be made to reflect changes in the Code, ERISA, or other applicable laws and/or to correct clearly erroneous provisions (e.g., cross-references) in the Plan, and may be based on model language provided by the IRS. Such so-called good faith amendments are intended to not cause the Plan to be treated as an individually designed plan. Such amendments shall apply to all Employers who previously adopted the Plan or who may in the future adopt the Plan. Amendments by the Pre-Approved Plan Provider may modify any elections made by the Employer sponsoring the Plan without the Employer's written consent, to the extent permitted or required by applicable law.
- (b) Reliance on Opinion Letter. For purposes of reliance on the Opinion Letter issued by the IRS, the Pre-Approved Plan Provider shall no longer have the authority to amend the Plan on behalf of the Employer and the Plan shall be treated as an individually designed plan, if:
 - (1) 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;
 - (2) The Internal Revenue Service, in its sole discretion, determines that the Plan is an individually designed plan due to the nature and extent of amendments to the Plan;
 - (3) 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
 - (4) The Employer amends the Plan to remove any required provisions as described in section 5 of Rev. Proc. 2021-37 from the Plan.
- (c) Amendment Procedure. If the Pre-Approved Plan Provider amends the Pre-Approved Plan as described in Section 16.03(a), the Pre-Approved Plan Provider shall use reasonable and diligent

efforts to inform each Adopting Employer as soon as reasonably practicable following the adoption of such amendment. The Pre-Approved Plan Provider shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority. The Pre-Approved Plan Provider shall provide a copy of any such amendment to each Adopting Employer adopting its Pre-Approved Plan at the Employer's last known address (physical or electronic) as shown on the books maintained by the Pre-Approved Plan Provider. The Adopting Employer agrees to timely complete and sign such amendments, if necessary.

16.04 Amendments Affecting Vested Interest, Accrued Benefits or Vendor Responsibilities. The following general rules apply to amendments:

- (a) Except as permitted by Section 16.05 and/or Code § 411(d)(6) and regulations issued thereunder if the Plan is an ERISA Plan, no amendment to the Plan shall be effective to the extent that it has the effect of eliminating an optional form of benefit with respect to benefits attributable to service before the amendment; however, notwithstanding the foregoing, optional forms of distribution may be eliminated through amendment provided that a Participant may receive a single sum payment at the same time or times as the form of distribution eliminated by the amendment and such payment is based on the same or a greater portion of the Participant's Account as the eliminated form of distribution. Furthermore, if the vesting schedule of the Plan is amended and the Plan is an ERISA Plan, the nonforfeitable interest of a Participant in the Participant's Account, determined as of the later of the date the amendment is adopted or the date it becomes effective, shall not be less than the Participant's nonforfeitable interest in the Participant's Account determined without regard to such amendment.
- (b) Any amendment to the Plan that impacts a Vendor must be in writing.
- (c) If the Plan is an ERISA Plan, Plan provisions that are "protected benefits" under Code § 411(d)(6) or other applicable law but are not described in the Basic Plan Document and/or elected in the Adoption Agreement or an Addendum (other than the Protected Benefit Provisions Addendum) shall be described in the Protected Benefit Provisions Addendum to the Adoption Agreement, if elected by the Employer in Election 1.23(a) of the Adoption Agreement.

16.05 Retroactive Amendments Made by Pre-Approved Plan Provider. An amendment made by the Pre-Approved Plan Provider in accordance with Section 16.03 may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied.

16.06 Amendment and Continuation of Prior Plan. In the event the Employer has previously established a plan (the "prior plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code §§ 403(b)(1) and/or 403(b)(7), the Employer may, in accordance with the provisions of the prior plan, amend and restate the prior plan in the form of the Plan and become the Employer hereunder, subject to the following:

- (a) Subject to the provisions of the Plan, each individual who was a Participant in the prior plan immediately prior to the effective date of such amendment and restatement shall become a Participant in the Plan on the effective date of the amendment and restatement, provided the Participant is an Eligible Employee as of that date.
- (b) Except as provided in Section 16.04, no election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which the Participant would have been entitled if the Participant voluntarily separated from the service of the Employer immediately prior to such amendment and restatement. This Section 16.06(b) does not apply if the Plan is a Governmental Plan.
- (c) No amendment to the Plan shall decrease a Participant's accrued benefit or eliminate an optional form of benefit, except as permitted under Section 16.04(a).

- (d) The amounts standing to the credit of a Participant's account immediately prior to such amendment and restatement which represent the amounts properly attributable to contributions by the Participant and/or Employer and forfeitures shall constitute the opening balance of the Participant's Account under the Plan.
- (e) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the prior plan shall continue to be paid in accordance with such provisions.
- (f) Any election and waiver of the QPSA as defined in Section 14.01(e), in effect after August 23, 1984, under the prior plan immediately before such amendment and restatement shall be deemed a valid election and waiver of benefit under Section 14.04 if such designation satisfies the requirements of Sections 14.05 and 14.06, unless and until the Participant revokes such election and waiver under the Plan.
- (g) Except as otherwise agreed within the applicable Investment Arrangement, all assets of the predecessor Vendor(s) shall be invested by the successor Vendor(s) as soon as reasonably practicable pursuant to Article 8. The Employer agrees to assist the successor Vendor(s) in any way requested by a successor Vendor(s) in order to facilitate the transfer of assets from the predecessor Vendor.

16.07 Plan Termination.

- (a) Employer's Obligations. The Employer has adopted the Plan with the intention and expectation that assets shall continue to be held under the Plan on behalf of Participants and their Beneficiaries indefinitely and, unless the Plan is a frozen plan as described in Election 1.01(g) of the Adoption Agreement, that contributions under the Plan shall be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- (b) Termination of Contributions/Frozen Plan. If the Plan is not already a frozen plan, the Employer may elect to permanently discontinue further contributions to the Plan in Election 1.01(g)(1) of the Adoption Agreement or temporarily discontinue further contributions to the Plan in Election 1.01(g)(2) of the Adoption Agreement. The Employer may subsequently amend the Plan to change its elections in Election 1.01(g) of the Adoption Agreement and recommence contributions with the intention that such contributions continue indefinitely, as described in Section 16.07(a).
- (c) Termination. The Employer reserves the authority to terminate this Plan at any time and shall thereupon notify the Pre-Approved Plan Provider and all Vendors holding Plan assets. Upon partial or full termination of the Plan, all nonvested amounts under the Plan shall be fully Vested, and subject to any restrictions contained in the terms governing the applicable Investment Arrangement, all Accounts shall be distributed as described in Section 16.08, 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 Treasury Regulations or other applicable law.
- (d) Treatment of Loans on Plan Termination. Notwithstanding the effective date of the termination of the Plan and subject to the terms governing the applicable Investment Arrangement, loan repayments being made pursuant to Section 9.09 shall continue to be remitted until the loan has been defaulted or distributed pursuant to Article 9.

16.08 Distributions upon Termination of the Plan.

- (a) In General. Subject to Section 12.01 and Article 14, upon termination of the Plan, receipt of instructions from the Administrator and subject to the terms governing the applicable Investment Arrangement, each Vendor shall distribute the Vested Account Balance in each Investment Arrangement to each Participant, Beneficiary or other person entitled to such distribution in the form of: (1) a single lump sum payment in cash (including an Eligible Rollover Distribution), (2) a fully

paid Annuity Contract, and/or (3) a distributed individual Custodial Account as elected by each Participant or Beneficiary to the extent relevant. The Vendor shall be under no duty to make any distributions under the Plan until it receives proper instructions from the Administrator. No Vendor shall be required to make any distributions which are inconsistent with the terms governing the applicable Investment Arrangement.

- (1) For any Participant or Beneficiary who does not affirmatively elect to receive a distribution, so that a distribution of the Participant's or Beneficiary's account balance is not made as described in Section 16.08(a), a distribution may be effectuated by the distribution of an individual custodial account ("ICA") in kind to the Participant, Beneficiary who is an alternate payee, or Beneficiary of a deceased Participant, if and to the extent agreed to by the custodian of such custodial account, consistent with the terms governing such Investment Arrangement and as permitted by the Code and applicable law. As part of the process of distributing an ICA in kind to a Participant or Beneficiary, the Administrator shall notify the Participant or Beneficiary that, after the distribution of the ICA in kind, the custodial account is being maintained as an ICA of the Participant or Beneficiary and is no longer part of the Plan. The distributed ICA shall be maintained by the custodian as a Code § 403(b)(7) custodial account that adheres to the requirements of Code § 403(b) in effect at the time of the distribution of the ICA until amounts are actually paid to the Participant or Beneficiary. Additionally, the Employer shall have no material retained rights under the distributed ICA after it has been distributed.
- (b) Missing Participants. The Administrator shall direct each Vendor with respect to the distribution of Accounts of Participants or Beneficiaries who cannot be located or who are unresponsive, subject to the terms governing the applicable Investment Arrangement and applicable law. If a distribution is to be made to a Participant or Beneficiary who cannot be located following the Administrator's completion of such search methods as described in applicable DOL guidance, the Administrator may, subject to the terms governing the applicable Investment Arrangement (1) give instructions to the Vendor(s) to roll over the distribution to an individual retirement account established by the Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the DOL automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out amount specified in Code § 401(a)(31)(B)(ii) that are mandatorily distributed from the Plan, or (2) direct the Vendor(s), subject to applicable guidance, to transfer the Account and/or uncashed distribution checks for any such missing Participant or Beneficiary, regardless of the amount of any such Account and/or check, to a state unclaimed property fund or other appropriate governmental agency pursuant to applicable law. The Vendor shall be under no duty to make any distributions under the Plan until it receives proper instructions from the Administrator.

Article 17. Mergers, Transfers and Exchanges.

- 17.01 Merger or Consolidation of Plan; Transfer of Plan Assets.** In case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to any other plan in accordance with the then-applicable law, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then terminated. The Administrator retains the authority to enter into a merger, consolidation, or transfer activity in its sole discretion and subject to the terms of the applicable Investment Arrangement.
- 17.02 Transfers Between 403(b) Plans.** If elected by the Employer in Election 1.22(a) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, plan-to-plan transfers for a Participant shall be permitted as provided in this Section 17.02.
- (a) Transfers to the Plan. If elected by the Employer in Election 1.22(a)(1) of the Adoption Agreement, the Administrator may accept a transfer of assets to the Plan for a Participant or Beneficiary only if:
 - (1) The transferor plan provides for direct transfers of assets;

- (2) The Participant is an Employee or former Employee of the Employer;
 - (3) 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; and
 - (4) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.
- (b) Transfers from the Plan to Another Plan. If elected by the Employer in Election 1.22(a)(2) of the Adoption Agreement, the Administrator may permit the transfer of assets from the Plan to another plan for a Participant or Beneficiary only if –
- (1) The Plan provides for direct transfers of assets;
 - (2) The Participant is an Employee or former Employee of the Employer;
 - (3) 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; and
 - (4) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.
- (c) The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this Section 17.02 and Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that any other plan involved in the transfer satisfies Code § 403(b).
- (d) Additional Conditions. If elected by the Employer in Election 1.22(a)(3) of the Adoption Agreement, the Employer may specify additional situations in which the Plan will make or accept transfers, subject to Sections 17.02(a) and 17.02(b).

17.03 Exchanges. Subject to the terms governing the applicable Investment Arrangement, a Participant or Beneficiary is permitted to change the investment of the Participant’s or Beneficiary’s Accumulated Benefit by making an “exchange” or “contract exchange” to any other Investment Arrangements to the extent permitted by the Employer in Election 1.22(b) of the Adoption Agreement. The Employer may elect in Election 1.22(b)(1) of the Adoption Agreement to permit exchanges to and from any other Investment Arrangements under the Plan, provided such Investment Arrangement is permitted to accept new contributions (other than loan repayments) by the Employer. The Employer may elect in Election 1.22(b)(2) to permit exchanges from Investment Arrangements that are no longer permitted to accept new contributions (other than loan repayments) under the Plan. The Employer may elect in Election 1.22(b)(3) to permit exchanges from Investment Arrangements that are not held under the Plan (such as so-called 90-24 transfer accounts) in the Administrator’s discretion, which shall be exercised in a uniform manner and nondiscriminatory if the Plan is an ERISA Plan. The Employer may elect in Election 1.22(b)(4) of the Adoption Agreement to permit exchanges in other circumstances. However, an exchange to an Investment Arrangement held by a Vendor that is not eligible to receive new contributions is not permitted unless the conditions described in Sections 17.03(a), 17.03(b) and 17.03(c) are satisfied:

- (a) The Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both Annuity Contracts or/or Custodial Accounts immediately before the exchange).
- (b) The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the Accumulated Benefit when held by the transferor Vendor.
- (c) The Employer enters into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Employer and the Vendor shall from time to time in the future provide each other with the following information:

- (1) Information necessary for the resulting Annuity Contract or Custodial Account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Code § 403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 12.03(a)), and (ii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's Annuity Contract or Custodial Account or qualified employer plan benefits (to enable a Vendor to determine the amount of any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need requirement under the hardship withdrawal rules); and
 - (2) Information necessary in order for the resulting Annuity 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: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code § 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's Employee After-Tax Contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- (d) If any Vendor ceases to be eligible to receive Deferral Contributions under the Plan, the Employer shall enter into an information sharing agreement as described in Section 17.03(c) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Sections 17.03(c)(1) and 17.03(c)(2).

17.04 Transfers to Purchase Service Credit. Section 17.04 applies only if the Plan is a Governmental Plan. If elected by the Employer in Election 1.22(c) of the Adoption Agreement and subject to the terms governing the applicable Investment Arrangement, a Participant who 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 may elect to have any portion of the Participant's Accumulated Benefit transferred to the defined benefit Governmental Plan. A transfer may be made before the Participant has had a Severance from Employment. A transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit Governmental Plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3).

17.05 Transfers or Mergers Between Church Plans and a 403(b) Plan. Effective December 18, 2015, plan-to-plan transfers for a Participant or Beneficiary between this Plan and a church plan that is either a qualified plan described in Code § 401(a) or a Code § 403(b) plan (collectively referred to as a "church plan" for purposes of this Section 17.05), or a merger of this Plan and such church plan are permitted if:

- (a) Such "church plan" and this Plan are maintained by the same church or convention or association of churches within the meaning of Code § 414(e) (including an organization described in Code § 414(e)(3)(A) or (B)(ii));
- (b) Each Participant's or Beneficiary's total accrued benefit immediately after the transfer or merger is equal to or greater than the Participant's or Beneficiary's total accrued benefit immediately before the transfer or merger; and
- (c) Each Participant's or Beneficiary's total accrued benefit is one hundred percent (100%) nonforfeitable after the transfer or merger and at all times thereafter.

The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer or merger in accordance with requirements of this Section 17.05 and Code § 414(z). For purposes of this Section 17.05, the term "accrued benefit" means in the case of a defined benefit plan, the Participant's or Beneficiary's accrued benefit determined under the plan, and in the case of a plan other than a defined benefit plan, the balance of the Participant's or Beneficiary's account under the plan.

17.06 Transfers to Pay Accident or Health Insurance Premiums. This Section 17.06 applies only if the Plan is a Governmental Plan. Subject to the requirements of Code § 402(l), the terms of the applicable Investment Arrangement(s) and the Administrator's reasonable procedures, all or a portion of a distribution with respect to a terminated Participant who is an eligible retired public safety officer may be transferred directly from the Plan to the provider of an accident or health plan or qualified long-term care insurance contract to pay the qualified health insurance premiums for coverage of such Participant, his or her Spouse and dependents.

Article 18. Miscellaneous.

18.01 Communication to Participants. The Plan shall be communicated to all Eligible Employees by the Employer promptly after the Plan is adopted.

18.02 Limitation of Rights.

- (a) Neither the establishment of the Plan, nor any amendment thereof, nor the creation or issuance of any Investment Arrangement, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, Administrator or any Vendor, except as provided herein or to the extent required by applicable law, and in no event shall the terms of employment or service of any Participant be modified or in any way affected hereby. It is a condition of the Plan, and each Participant expressly agrees by the Participant's participation herein, that each Participant shall look solely to the assets held by the Vendor(s) under the applicable Investment Arrangement(s) for the payment of any benefit to which the Participant is entitled under the Plan.
- (b) No Participant or Beneficiary shall have or acquire any right, title, or interest in or to the Plan assets or any portion of the Plan assets, except by the actual payment or distribution from the Plan to such Participant or Beneficiary of such Participant's or Beneficiary's benefit to which such Participant or Beneficiary is entitled under the provisions of the Plan. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the provisions of the Plan, the Administrator shall have the right to recover any such excess payment, plus earnings at the Administrator's discretion, on behalf of the Plan from the recipient to the extent permitted by applicable law. Notwithstanding anything to the contrary herein stated, this right of recovery includes, but is not limited to, a right of offset against future benefit payments to be paid under the Plan to the recipient, which the Administrator may exercise in its sole discretion to the extent permitted by applicable law.

18.03 Nonalienability of Benefits.

- (a) In General. If the Plan is an ERISA Plan, except as provided in ERISA § 206(d) relating to certain voluntary, revocable assignments, judgments and settlements and except for Plan loans described in Article 9 or as otherwise required by law, the benefits provided hereunder shall not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, either voluntarily or involuntarily, and any attempt to cause such benefits to be so subjected shall not be recognized except as described in Section 18.03(c). If the Plan is an ERISA Plan, the preceding sentence shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined in accordance with procedures established by the Administrator to be a qualified domestic relations order, as defined in Code § 414(p), or any domestic relations order entered before January 1, 1985.
- (b) Exclusive Benefit. Except as provided in Section 5.13, 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.
- (c) IRS Levy. Subject to the terms governing the applicable Investment Arrangement and, if applicable, ERISA § 206(d), the Administrator 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 such Participant or Beneficiary or is sought to be collected

by the United States Government under a judgment resulting from an unpaid tax assessment against such Participant or Beneficiary.

18.04 Domestic Relations Orders, QDROs and Divorce Decrees.

- (a) Plan Subject to ERISA. If the Plan is subject to ERISA, this Section 18.04(a) applies and Section 18.04(b) is not applicable. A “domestic relations order” is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, which is made pursuant to a State domestic relations law or, with respect to domestic relations orders received by the Administrator (or resubmitted for reconsideration) after December 31, 2022, Tribal domestic relations law (including a community property law). For this purpose, “Tribal” means such a law which is issued by or under the laws of an Indian tribal government, a subdivision of such Indian tribal government, or an agency or instrumentality of either. The amount of the Participant’s Accumulated Benefit awarded to an alternate payee (within the meaning of Code § 414(p)(8)) under a domestic relations order shall be paid only if such domestic relations order is determined by the Administrator to be a qualified domestic relations order as defined in Code § 414(p) (a “QDRO”) under reasonable procedures established by the Administrator, or any domestic relations order entered before January 1, 1985.
- (b) Plan Not Subject to ERISA. If the Plan is not subject to ERISA, this Section 18.04(b) applies and Section 18.04(a) is not applicable. A “domestic relations order” is a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights of a spouse or former spouse, child, or other dependent, which is made pursuant to a State domestic relations law or, with respect to domestic relations orders received by the Administrator (or resubmitted for reconsideration) after December 31, 2022, Tribal domestic relations law (including a community property law). For this purpose, “Tribal” means such a law which is issued by or under the laws of an Indian tribal government, a subdivision of such Indian tribal government, or an agency or instrumentality of either. The amount of the Participant’s Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order if such order is determined to be “qualified” by the Administrator. If the domestic relations order creates or recognizes a recipient’s right to benefits under the Plan, the distribution shall be treated as if made pursuant to a qualified domestic relations order as defined in Code § 414(p), and such recipient shall be treated as an “alternate payee” and the domestic relations order shall be treated as a “QDRO” for purposes of the Plan. The Administrator shall follow the procedures described in Section 18.04(c) for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order, unless the Employer elects otherwise in the 403(b) Administrative Addendum to the Adoption Agreement.
- (c) Procedures. Upon receiving a domestic relations order, the Participant and any alternate payee named in the order shall be notified, in writing, of the receipt of the order and the Plan’s procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Administrator must determine the qualified status of the order. The Participant and each alternate payee shall be provided notice of such determination by mailing to the individual’s address specified in the domestic relations order, or, if the Plan is subject to ERISA, in a manner consistent with the Department of Labor regulations.
- (d) Separate Accounting. If any portion of the Participant’s Account is payable during the period the Administrator is making its determination of the qualified status of the domestic relations order, the Administrator must make a separate accounting of the amounts payable. If the Administrator determines the order is a qualified domestic relations order within 18 months of the date amounts first are payable following receipt of the order, the Administrator shall direct the Vendor to establish a segregated account for each Alternate Payee and distribute the payable amounts in accordance with the order. If the determination of the qualified status of the order is not made within the 18-month determination period, the Administrator shall direct the Vendor to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Administrator later determines that the order is a QDRO. If not inconsistent with

the terms of the QDRO or the terms governing the applicable Investment Arrangement, the Administrator may direct each applicable Vendor to set up a segregated Account for each alternate payee from which to make any payments or distributions or against which to apply any fees and expenses.

- (e) Timing of Distribution to Alternate Payee. A domestic relations order shall not fail to be deemed a QDRO merely because it permits distribution or requires segregation of all or part of a Participant's Account with respect to an alternate payee prior to the Participant's "earliest retirement age" (as defined in Code § 414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of the earliest retirement age is available only if the alternate payee consents to a distribution occurring prior to the Participant's attainment of the earliest retirement age. If the QDRO does not specify the time at which benefits shall be payable to the alternate payee, the alternate payee may elect to have benefits commence at any time after the order is determined to be a QDRO.
- (f) Cash Out of Small Account Balances. Notwithstanding any other provisions of this Section or of a domestic relations order, if the Employer has elected in Election 1.21(a) of the Adoption Agreement to cash out Small Account Balances as described in Section 13.02 and the alternate payee's benefit under the Plan does not exceed the cash out limit elected by the Employer in Election 1.21(a) of the Adoption Agreement, distribution shall be made to the alternate payee in a lump sum as soon as reasonably practicable following the Administrator's determination that the order is a QDRO or that distributions may be made pursuant to the terms of a domestic relations order.
- (g) Impact of Divorce on Spousal Beneficiary Designation. A QDRO or divorce decree shall have no impact on the Participant's designation of the Participant's former spouse (that is, the individual subject to the terms of such divorce decree) as the Participant's Beneficiary under the Plan, subject to the terms governing the applicable Investment Arrangement. However, if elected by the Employer in Election 1.25(a) of the Adoption Agreement (the Additional Provisions Addendum) and subject to the terms governing the applicable Investment Arrangement and the applicable Vendor's administrative capabilities, a divorce decree or QDRO shall automatically revoke the Participant's prior designation, if any. This Section 18.04(g) applies to any Participant whose divorce becomes effective on or after the date the Employer executes the Adoption Agreement unless the Plan is a Restated Plan and the prior Plan contained a provision to the same effect.

18.05 USERRA – Additional Contributions Due to Military Service. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code § 414(u). The Administrator shall notify the Vendor of any Participant with respect to whom additional contributions are made because of qualified military service. Additional contributions made to the Plan pursuant to Code § 414(u) shall be treated as Deferral Contributions including, to the extent previously designated by the Participant, Roth 403(b) Contributions, Employee After-Tax Contributions, Mandatory Contributions, Qualified Matching Employer Contributions, Matching Employer Contributions, Qualified Nonelective Employer Contributions, and/or Nonelective Employer Contributions based on the character of the contribution they are intended to replace; provided, however, that if the Plan is subject to ERISA, the Plan shall not be treated as failing to meet the requirements of Code § 401(a)(4), the ACP test, the 403(b) Safe Harbor Employer Contribution rules, or Code § 410(b) by reason of the making of or the right to make such contribution.

18.06 Facility of Payment. In the event the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling their affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Vendor to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Administrator and Vendor for the payment of benefits hereunder to such recipient.

18.07 Information Sharing. The Employer and/or Administrator shall furnish the Vendor(s), the Vendor(s) shall furnish the Employer and/or Administrator, and each Vendor shall furnish other Vendor(s) as directed by the Administrator with such information relating to the Plan and Investment Arrangements as may be required by Code § 403(b) or the other entity in order to carry out their respective duties hereunder, including without limitation information required under the Code and any regulations issued or forms adopted by the Treasury Department thereunder or under the provisions of ERISA and any regulations issued or forms adopted by the Department of Labor thereunder. The Employer must supply current information to the Administrator, including the name, date of birth, date of employment, Compensation, leaves of absence, Years of Service and date of Separation from Service of each Employee who is, or who shall be eligible to become, a Participant under the Plan, together with any other information which the Administrator considers necessary to properly administer the Plan. The Administrator shall supply to the Vendor(s) the information necessary for the administration of their Investment Arrangements and for overall Plan coordination. The Employer's records as to the current information the Employer furnishes to the Administrator are conclusive as to all persons. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the Investment Arrangement(s) applicable to the Participant's Account Balance.

18.08 Effect of Failure to Qualify Under Code. Notwithstanding any other provision contained herein, if the Employer's Plan fails to satisfy the requirements of § 403(b), such Plan can no longer participate in this Pre-Approved Plan arrangement and shall be deemed to be an individually designed plan.

18.09 Directions, Notices and Disclosure. Any notice or other communication in connection with this Plan shall be deemed delivered in writing if addressed as follows and if either actually delivered at said address or, in the case of a letter, three business days shall have elapsed after the same shall have been deposited in the United States mail, first-class postage prepaid and registered or certified:

- (a) If to the Employer or Administrator, to such address as the Administrator shall provide;
- (b) If to Fidelity Workplace Services LLC as the Pre-Approved Plan Provider or Vendor, to such address set forth in Election 1.28 of the Adoption Agreement or the terms governing the applicable Investment Arrangement, respectively;
- (c) If to any other Vendor under the Plan, to such Vendor at the address provided to the Employer or Administrator in the terms governing the applicable Investment Arrangement; or
- (d) In each other case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

Any direction, notice or other communication provided to the Employer, the Administrator or the Vendor by another party which is stipulated to be in written form under the provisions of this Plan may also be provided in any medium which is permitted under applicable law. Any written communication or disclosure to Participants required under the provisions of this Plan may be provided in any other medium (electronic, telephone or otherwise) that is permitted under applicable law.

18.10 Governing Law. If the Plan is an ERISA Plan, the Plan shall be construed, administered, and enforced according to ERISA, and to the extent not preempted thereby, the laws of the Commonwealth of Massachusetts or such other jurisdiction elected by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement. If the Plan is a Non-ERISA Plan, the Plan shall be construed, administered, and enforced according to the laws of the state of the Employer's principal place of business, unless another jurisdiction is elected by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement. The Pre-Approved Plan is not intended to satisfy the requirements of the Puerto Rico tax code.

18.11 Discharge of Duties by Fiduciaries. If the Plan is an ERISA Plan, the Employer, Administrator and any other fiduciary shall discharge their duties under the Plan in accordance with the requirements of ERISA solely in the interests of Participants and their Beneficiaries and with the care, skill, prudence, and diligence under the applicable circumstances that a prudent man acting in a like capacity and familiar with such matters would use in conducting an enterprise of like character with like aims. If the Plan is not an ERISA Plan, the Employer, Administrator, and any other entity interacting with the Plan shall discharge their duties under the Plan in accordance with applicable law.

- 18.12 Interpretation and Construction of Terms.** The Basic Plan Document, Adoption Agreement, Addenda and the documentation governing the Investment Arrangements shall be interpreted in a manner consistent with and intended to preserve the tax qualification of the Plan and consistent with ERISA if the Plan is an ERISA Plan. Any provision which a court, regulatory agency or other entity with the requisite legal authority to interpret and apply is determined to be inconsistent with the Code or ERISA, if applicable, shall be deemed severed and of no force and effect, but the remaining terms shall continue to remain in full force and effect. Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Pronouns used in the Plan that are in the masculine gender shall include all individuals. Wherever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. Any titles, headings and/or subheadings used in the Plan have been inserted for convenience of reference and are to be ignored in any construction of the Plan's provisions.
- 18.13 Electronic Signatures.** The signature requirement when initially adopting the Plan, restating the Plan, and amending the Adoption Agreement may be satisfied by an electronic signature that reliably authenticates and verifies the adoption of the Adoption Agreement, or the restatement, amendment, or modification thereof, by the Employer.
- 18.14 Indemnification.** To the extent permitted by applicable law, the Employer shall indemnify, defend and hold harmless the Administrator (and, if elected in the Fiduciary Addendum, additional third parties) from and against any and all losses resulting from liability to which the Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacity as the administrator of the Plan, including attorneys' fees and all other expenses reasonably incurred in the Administrator's defense. If the Plan is an ERISA Plan, the foregoing shall not relieve the Administrator from any liability it may have under ERISA for breach of fiduciary duty.

Article 19. Plan Administration.

19.01 Identification of Administrator. If the Plan is an ERISA Plan, the Employer shall be the Administrator as defined in ERISA with respect to the Plan unless a different entity is identified by the Employer as the Administrator in Election 1.01(c)(1) of the Adoption Agreement. Persons (individuals, entities and/or committees) to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in the 403(b) Administrative Addendum to the Adoption Agreement. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts).

19.02 Powers and Responsibilities of the Administrator.

- (a) **In General.** The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject to the requirements of ERISA. The Administrator's interpretations and determinations shall be final and conclusive on all persons claiming benefits under the Plan. The Administrator is the agent for service of legal process for the Plan, unless another entity is identified by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement. 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 Code § 403(b). In addition to the powers and authorities expressly conferred upon it in the Plan, the Administrator shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the discretionary power and authority to interpret and construe the provisions of the Plan (other than the terms governing any Investment Arrangement to which the Employer is not a party and do not incorporate the Administrator's direction and/or interpretation) and perform all tasks related to the administration of the Plan which include but are not limited to:
- (1) Determining whether an Employee is eligible to participate in the Plan.
 - (2) Determining whether contributions comply with the applicable limitations.
 - (3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.

- (4) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations.
 - (5) Determining that the requirements of the Plan and Code § 403(b) are properly applied, including whether the Employer is a member of a controlled group.
 - (6) Determining the status of domestic relations orders and/or qualified domestic relations orders.
 - (7) Utilizing the correction programs or systems established by the Internal Revenue Service (such as the Employee Plans Compliance Resolution System) or the Department of Labor to the extent applicable.
 - (8) Resolving any disputes arising under the Plan.
 - (9) Determining eligibility for, and the amount of, Plan benefits.
 - (10) Directing Plan Vendor(s).
- (b) Allocation and Delegation. Administrative functions, including functions to comply with Code § 403(b) of the Code and other tax requirements, may be allocated among various persons pursuant to Service Agreements or other written documents. The Employer may elect in the 403(b) Administrative Addendum to the Adoption Agreement to allocate the responsibilities of the Administrator among one or more persons or entities. Service Agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the 403(b) Administrative Addendum. A modification of the 403(b) Administrative Addendum to the Adoption Agreement to reflect changes to allocations of administrative functions is not a formal amendment of the Plan, but the Pre-Approved Plan Provider may require such modifications to be processed as formal amendments of the Plan for recordkeeping purposes. Except as required by ERISA if the Plan is an ERISA Plan, the Administrator shall have no responsibility or obligation under the Plan to any third party for any act required of or performed by the Employer, any Vendor(s) or any service provider, or otherwise allocated or delegated to an entity other than the Administrator.
- (c) Safe Harbor Non-ERISA Plans. Notwithstanding anything herein to the contrary, if the Employer elected in Election 1.01(b)(5)(B)(i) of the Adoption Agreement that the Plan is a Safe Harbor Non-ERISA Plan, the Employer shall not make any discretionary determinations under the Plan (for example, with respect to loans, hardship withdrawals, domestic relations orders, and distributions) that are inconsistent with DOL Reg. § 2510.3-2(f) and other applicable law and guidance. The allocation of administrative responsibilities is described in the 403(b) Administrative Addendum to the Adoption Agreement. If any Plan provision directs the Employer or Employer acting as Administrator to make a discretionary determination inconsistent with the Department of Labor’s guidance, such allocation shall be void and the discretionary determination shall be made by a Vendor or another third party to the extent permitted by DOL Reg. § 2510.3-2(f). This Section 19.02(c) supersedes any contrary provisions in the Plan or any Investment Arrangement.

19.03 Nondiscriminatory Exercise of Authority. If the Plan is an ERISA Plan, whenever, in the administration of the Plan, any discretionary action by the Administrator, Investment Fiduciary or other fiduciary named on the Fiduciary Addendum to the Adoption Agreement is required, such fiduciary shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated shall receive substantially the same treatment.

19.04 Named Fiduciary. If the Plan is an ERISA Plan, the Administrator is a “named fiduciary” for purposes of ERISA § 402(a)(1) and has the powers and responsibilities with respect to the management and operation of the Plan described herein.

19.05 Claims and Review Procedures.

- (a) In General. If the Plan is an ERISA Plan, as required under DOL Regs. § 2560.503-1(b)(2), the claims and review procedures are described in detail in the summary plan description for the Plan.

If the Plan is a Non-ERISA Plan, the Administrator may adopt claims and review procedures in its discretion. If the Plan is a non-ERISA Safe Harbor Plan, the Administrator may adopt the Vendor's claim procedures in lieu of establishing its own. Unless provided otherwise in the Adoption Agreement, all claims under the Plan shall also be subject to the restrictions described below.

(b) Review of Adverse Benefit Determinations.

- (1) Judicial Review. Subject to Sections 19.05(b)(2) and 19.05(b)(3), a Participant, Beneficiary, or alternate payee (collectively referred to as "Claimant" in this Article 19) seeking judicial review of an adverse benefit determination under the Plan, whether in whole or in part, is required to exhaust all claims and review procedures under the Plan before filing suit in state or federal court. The Claimant must file any suit or legal action (including, without limitation, a civil action under ERISA § 502(a), if applicable) within 12 months of the date the final adverse benefit determination is issued. Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the claims and review procedures must file any suit or legal action within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges that he or she became entitled to the Plan benefits requested in the suit or legal action). A Claimant who fails to file such suit or legal action within the 12 months limitations period shall lose any rights to bring any such suit or legal action thereafter. In any such suit or legal action, a Claimant is prohibited from presenting any evidence not timely presented as part of the Plan's administrative claims review process.
 - (A) The Employer may elect in the 403(b) Administrative Addendum to the Adoption Agreement to require Claimants to comply with alternative judicial review procedures in lieu of the judicial review procedures described in Section 19.05(b)(1).
- (2) Arbitration Requirement. If elected by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement, instead of the judicial review procedures described in Section 19.05(b)(1), a Claimant seeking review of an adverse benefit determination under the Plan, whether in whole or in part, must file an arbitration proceeding (including, without limitation, a claim under ERISA § 502(a), if applicable) within 12 months of the date the final adverse benefit determination is issued (the "Arbitration Requirement"). Notwithstanding the foregoing, any Claimant that fails to engage in or exhaust the claims and review procedures must file any arbitration proceeding within 12 months of the date of the alleged facts or conduct giving rise to the claim (including, without limitation, the date the Claimant alleges the Claimant became entitled to the Plan benefits requested in the arbitration proceeding). Nothing in this Plan should be construed to relieve a Claimant of the obligation to exhaust all claims and review procedures under the Plan before filing an arbitration proceeding for review of an adverse benefit determination under the Plan. A Claimant who fails to file such arbitration proceeding within the 12-month limitations period shall lose any rights to bring any such claim under ERISA § 502(a), if applicable. In the event that the election of the Arbitration Requirement by the Employer is found by a court of competent jurisdiction to be invalid, Section 19.05(b)(1) shall apply.
- (3) Other Procedures. In lieu of the judicial review procedures described in Section 19.05(b)(1) and 19.05(b)(1)(i) and the Arbitration Requirement described in Section 19.05(b)(2), the Employer may elect in the 403(b) Administrative Addendum to the Adoption Agreement to impose alternative procedures to review adverse benefit determinations as described therein. If the Plan is an ERISA Plan, such procedures must comply with ERISA. If the Plan is a non-ERISA Plan, such procedures must comply with applicable law. In the event that the election of alternative procedures by the Employer is found by a court of competent jurisdiction to be invalid, Section 19.05(b)(1) shall apply.

19.06 Costs of Administration.

- (a) In General. All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator, Vendor(s) and other service providers in administering the Plan and the Investment Arrangement(s), and which are not determined by the Administrator to be settlor expenses that the Employer must pay (to the extent required by ERISA if the Plan is subject to ERISA), may be paid from the forfeitures (if any) resulting under Section 11.07, the ERISA Account described in Section 19.06(b) (if any), and/or the Accounts under the Plan, unless paid by the Employer in its sole discretion. All such costs and expenses paid from the remaining Accumulated Benefits shall, unless allocable to the Accounts of particular Participants, be (1) charged against the Accounts of all Participants on a pro-rata or per capita basis or (2) allocated to the specific Account incurring the cost (for example, including but not limited to loan fees, overnight mailing fees, brokerage fees and QDRO fees), as determined by the Employer. The Employer may direct the Administrator to charge certain costs and expenses to the Accounts of terminated Employees, even if not charged to the Accounts of Employees who have not had a Severance from Employment.
- (b) ERISA Account. Amounts a Vendor or other service provider agrees to credit to the Plan in recognition of such Vendor's or service providers' compensation for Plan services (collectively, "revenue sharing payments" as described in DOL Information Letter 2013-03A) and/or "float earnings" of the Plan as described in Section 19.06(b)(1) may be deposited in or allocated to a suspense account under the Plan, called an "ERISA Account" for purposes of the Plan (regardless of whether the Plan is subject to ERISA), subject to Section 19.06(b)(2). Such amounts may be used by the Administrator to pay Plan expenses. Amounts to be deposited in or allocated to the ERISA Account may be allocated to certain Plan Accounts as elected by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement, subject to the terms governing the applicable Investment Arrangement and/or agreement with the relevant service provider and as further described herein. For purposes of allocations from the ERISA Account based on Account Balances recordkept by Fidelity Workplace Services LLC, the balance of any Plan Account shall not include amounts invested in a loan repayable to such Plan Account pursuant to Article 9. The terms Participants and Beneficiaries used in this Section 19.06(b) and the 403(b) Administrative Addendum shall refer to the Participants and/or Beneficiaries who are eligible to receive an allocation or deposit under the arrangement established between the Employer and the relevant Vendor.
- (1) Float Earnings. The Vendor(s) may utilize omnibus accounts at unaffiliated banks to facilitate transactions for the Plan in connection with services provided to the Plan and may commingle funds in transit to or from the Plan or other Vendor(s) with other funds similarly in transit. If markets permit, such omnibus account balances may be invested in short-term investments with the aim of earning a rate approximating the Target Federal Funds Rate and/or money market rates ("gross float earnings"). The Vendor(s) may use gross float earnings to pay bank fees associated with the Plan and make other required adjustments, and the net amount, if any, is referred to as "float earnings." The Vendor(s) may retain "float earnings" as compensation for its services but may agree with the Employer to credit such "float earnings" to the ERISA Account and/or allocate "float earnings" to Accounts of certain Participants and Beneficiaries as elected by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement.
- (2) Multiple Vendors. Section 19.06(b) and 19.06(b)(1) shall apply separately with respect to the Plan Accounts maintained by each Vendor and "revenue sharing" and/or "float earning" amounts which each Vendor agrees to credit to the Plan, unless otherwise specified by the Employer in the 403(b) Administrative Addendum to the Adoption Agreement. For example, assume that the Plan has two Vendors, A and B. Vendor A agrees to credit \$1,000 in "revenue sharing" to the Plan and the Employer elects to allocate the "revenue sharing" on a pro rata basis to Accounts. Such \$1,000 shall be allocated only to the Accounts recordkept by Vendor A on a pro-rata basis using the value of only the

Accounts recordkept by Vendor A for this determination. None of the \$1,000 shall be allocated to any Accounts held by Vendor B.

- (c) Terms Outside of the Plan. Notwithstanding anything herein to the contrary, (1) the amount and/or method of determining the amount of “revenue sharing payments” and/or “float earnings” to be credited to the Plan shall be set forth in a separate written agreement between the Employer and each Vendor which shall not be considered part of the Plan and (2) no Vendor(s) shall be required or obligated to credit any amount of “revenue sharing payments” and/or “float earnings” to the Plan at any time.
- (d) Direct Payment of Investment Expenses. Subject to the terms of the applicable Investment Arrangement and unless prohibited or modified by the Employer in Election 1.24(d) of the Adoption Agreement, certain Plan expenses such as investment management fees may be paid directly from Accounts at the Account owner’s direction, provided such expenses: (i) would be properly payable either by the Employer or the Plan and are not “settlor” expenses payable exclusively by the Employer; (ii) are not paid in fact by the Employer or the Plan; and (iii) are not intrinsic to the value of the Plan assets as described in Rev. Rul. 86-142 or in any successor ruling. The Administrator may limit such payments (including but not limited to the amount, the type of service or the type of recipient).
- (e) Settlements Received by the Plan. If the Plan or specific Accounts are entitled to a settlement payment from a lawsuit, threatened litigation, regulatory action or similar transaction, the Administrator shall direct the Vendor(s) regarding the allocation of such amounts among the appropriate Accounts as required by the terms of a legally binding agreement, in accordance with DOL Field Assistance Bulletin 2006-01, or pursuant to the Administrator’s reasonable and administrable allocation method.