ADOPTION AGREEMENT #002
GOVERNMENTAL
403(b) NON-ERISA VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the National Benefit Services, LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

ARTICLE 1
DEFINITIONS

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR **(1.29; 1.52; 1.53)**. *(A Plan amendment is not needed solely to change the information in (a) or (d) below.)*

(a) **Employer Information**

Name of Adopting Employer: Saint Paul Public Schools

Address: 360 Colborne Street

City Saint Paul State Minnesota Zip 55102

Telephone: (651) 767-8272

EIN: 41-0901311

(b) **Plan Information**

Plan name: Saint Paul Public Schools 403(b) Retirement Savings Plan

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

(1) **[X] Public School.** See 1.57.

(2) **[ ] Other Governmental employer exempt under Code §501(c)(3).**

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

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

2. PERMITTED INVESTMENTS **(1.42)**. The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

3. ERISA STATUS **(1.34)**. The Plan is a governmental plan exempt from ERISA.

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

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

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

(a) **[X] December 31.**

(b) **[ ] Fiscal Plan Year:** ending: _____.

(c) **[ ] Other:** _____ *(e.g., a 52/53 week year ending on the date nearest the last Friday in December)*.

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

(d) **[ ]** Short Plan Year: commencing: _____ and ending: _____.

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

(a) **[ ] New Plan.**

(b) **[X] Restated Plan.**

Initial Effective Date of Plan *(enter date)*

(c) September 16, 2008 (hereinafter called the "Effective Date" unless 5(d) is entered below)

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

(d) **[X]** January 1, 2010 *(enter month day, year; may enter a restatement date that is the first day of the current Plan Year)* (hereinafter called the "Effective Date")

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

Additional Effective Dates *(Choose if applicable)*

(e) **[ ] Restatement of surviving and merging plans.** The Plan restates two (or more) plans *(Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.)*:

(1) **Merging plan.** The _____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

(2) **[ ] Additional merging plans.** The following additional plans were or will be merged into this surviving Plan *(Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.)*:

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

(f) **[ ] Special Effective Date for Elective Deferral provisions:** _____

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

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

(a) **[ ] Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.

(b) **[X] Pre-Tax Elective Deferrals.** See Section 3.02 and Elections 19 – 21.

(1) **[X] Roth Deferrals.** See Section 3.02(F) and Elections 19 – 21. [*Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.*]

(c) **[X] Matching.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.

(d) **[X] Nonelective.** See Sections 1.48 and 3.04 and Elections 25 through 28.

(e) **[ ] Employee (after-tax).** See Section 3.09 and Election 32.

(f) **[ ] None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

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

7. EXCLUDED EMPLOYEES **(1.35)**. The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) *(Choose (a), (b) or (c). See also Election 18(e).)*:

(a) **[ ] No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.

(b) **[X] Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types *(Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).)*:

(c) **[ ] Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) *(Choose one or more of (d) through (l))*:

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

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			(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d)	[ ]	**No exclusions.** No exclusions as to the designated Contribution Type.	**N/A** (See Election 7(a))		[ ]	[ ]	[ ]	[ ]
(e)	[ ]	**Non-Resident Aliens.** See Section 1.35(B).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(f)	[ ]	**Employees who normally work less than 20 hours per week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(g)	[ ]	**Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(h)	[ ]	**Other Employer plan.** Employees who are eligible to participate in another plan of the Employer which is a *(Choose one or more of a. through c.)*: a. [ ] 401(k) plan b. [ ] 403(b) plan c. [ ] governmental 457(b) plan	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(i)	[ ]	**Collective Bargaining (union) Employees.** See Section 1.35(A).	**N/A**		**N/A**	[ ]	[ ]	[ ]
(j)	[ ]	**Per Diem Employees.**	**N/A**		**N/A**	[ ]	[ ]	[ ]
(k)	[ ]	**Describe exclusion:** _____	**N/A**		**N/A**	[ ]	[ ]	[ ]

(l) **[X] Describe exclusion:** Independent Contractors are excluded for all contributions. Those who are not separated from service are excluded from the non-elective accumulated leave conversion contribution. *(e.g., exclude hourly paid employees).*

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

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

8. COMPENSATION **(1.11)**. The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) *(Choose one or more of (a) through (e). Choose (f) if applicable.)*:

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

			(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a)	[ ]	**W-2 wages increased by Elective Deferrals.**	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(b)	[ ]	**Code §3401 federal income tax withholding wages increased by Elective Deferrals.**	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(c)	[X]	**415 Compensation.**	[X]	**OR**	[ ]	[ ]	[ ]	[ ]
(d)	[ ]	**Describe Compensation by Contribution Type or by Participant Group:** _____	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]

(e) [ ] **Describe Compensation by Contribution Type or by Participant Group:** _____.

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

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(f)	[ ]	**Allocate based on specified 12-month period.** The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____.	[ ]	OR	[ ]	[ ]	[ ]	[ ]

9. PRE-ENTRY/POST-SEVERANCE COMPENSATION **(1.11(H)/(I))**. Compensation under Election 8:

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

Pre-Entry Compensation *(Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.)*:			**(1) All Contributions**		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(a)	**[X]**	**Plan Year.** Compensation for the entire Plan Year which includes the Participant's Entry Date. [*Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.*]	**[X]**	**OR**	[ ]	[ ]	[ ]	[ ]
(b)	[ ]	**Participating Compensation.** Only Participating Compensation. See Section 1.11(H)(1).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(c)	[ ]	**Describe Pre-Entry Compensation** _____	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]

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

(d) [ ] **Describe Pre-Entry Compensation by Contribution Type or by Participant group:** _____.

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

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

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

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

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

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

Post-Severance Compensation:			**(1) All Contributions**		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(h)	[ ]	**None.** The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	**N/A** (See Election 9(e))		[ ]	[ ]	[ ]	[ ]
(i)	[ ]	**Exclude All.** Exclude all Post-Severance Compensation. [*Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).*]	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]

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(j)	[ ]	**Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [*Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D)*.]	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(k)	[ ]	**Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(l)	[ ]	**Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
(m)	[ ]	**Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). *(Choose a. or b.)*:	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]
	a.	[ ] **For NHCEs only.** The salary continuation will continue for the following fixed or determinable period: _____ *(specify period,* e.g., "*ten years" or "term of disability policy")*.						
	b.	[ ] **For all Participants.** The salary continuation will continue for the following fixed or determinable period: _____ *(specify period; e.g., "ten years" or "term of disability policy")*.						
(n)	[ ]	**Describe Post-Severance Compensation by Contribution Type or by Participant group:** _____	[ ]	**OR**	[ ]	[ ]	[ ]	[ ]

(o) [ ] **Describe Post-Severance Compensation by Contribution Type or by Participant group:** _____.

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

10. EXCLUDED COMPENSATION **(1.11(G))**. Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 *(Choose (a), (b) or (c).)*:

(a) **[X]** **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 *(skip to Election 11)*.

(b) [ ] **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types *(Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).)*:

(c) [ ] **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types *(Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.)*:

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

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

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(g)	[ ]	**Compensation exceeding $_____.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(h)	[ ]	**Bonus.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(i)	[ ]	**Commission.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(j)	[ ]	**Overtime.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(k)	[ ]	**Leave of Absence Pay.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(l)	[ ]	**Related Employers.** See Section 1.29(B). *(If there are Related Employers, choose one or both of a. and b.)*:						
a.	[ ]	**Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.	[ ]	OR	[ ]	[ ]	[ ]	[ ]
b.	[ ]	**Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(m)	[ ]	**Describe Compensation adjustment(s):** _____	[ ]	OR	[ ]	[ ]	[ ]	[ ]

(n) [ ] **Describe Compensation adjustment(s):** _____.

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

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

			(1) All Purposes		(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a)	[X]	**Actual (hourly) Method.**	[X]	OR	[ ]	[ ]	[ ]
(b)	[ ]	**Equivalency Method:** _____ *(e.g., daily, weekly, etc.)*	[ ]	OR	[ ]	[ ]	[ ]
(c)	[ ]	**Elapsed Time Method.** See Section 1.40(D)(3).	[ ]	OR	[ ]	[ ]	[ ]
(d)	[ ]	**Actual (hourly) and Equivalency other.** Equivalency Method: _____ *(e.g., daily, weekly, etc.)* for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees.	[ ]	OR	[ ]	[ ]	[ ]

(e) [ ] **Describe:** _____.

[*Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).*]

12. ELECTIVE SERVICE CREDITING **(1.66(A))**. The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service *(Choose (a) OR (b).)*:

(a) [X] **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b) [ ] **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated *(Complete (1). Choose (2) and/or (3) if applicable)*:

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(1) **Employer/Purposes.** Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) *(Choose one or more)*:	**(1) All Purposes**	**(2) Eligibility**	**(3) Vesting**	**(4) Allocation Conditions**
a. **[ ] Employer: _____**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
b. **[ ] Employer: _____**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
c. **[ ] Employer: _____**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
d. **[ ] Type of Predecessor.** Credit service with any Predecessor Employer which is *(Choose one or more of i. – v.)*:	**[ ]**	**[ ]**	**[ ]**	**[ ]**

i. **[ ] An Educational Organization.**

ii. **[ ] An Educational Organization providing post-secondary education.**

iii. **[ ] An Eligible Employer.**

iv. **[ ] A nonprofit research institution.**

v. **[ ] Other: _____**
(specify organization type)

(2) **[ ] Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below *(Choose a. and/or b. if applicable)*:

a. **[ ] Service after.** All service, which is or was rendered after: _____ *(specify date)*.

b. **[ ] Service before.** All service, which is or was rendered before: _____ *(specify date)*.

(3) **[ ] Describe elective Predecessor Employer Service crediting:**

_____.

[*Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).*]

ARTICLE 2
ELIGIBILITY REQUIREMENTS

13. ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) **(2.01(A))**. An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). [*Note: Elections 14 - 17 do not apply to Elective Deferrals.*]

14. ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS **(2.01(B))**. To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. *(Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.)*:

[*Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 14(k).*]

		(1) All Applicable Contributions		**(2) Matching**	**(3) Nonelective**	**(4) Employee/ Mandatory**
(a) **[X] None.** Entry on Employment Commencement Date or if later, upon the next following Entry Date		**[ ]**	**OR**	**[X]**	**[ ]**	**[ ]**
(b) **[ ] Age: _____**		**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(c) **[ ] One Year of Service.**		**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(d) **[ ] Two Years of Service** (without an intervening Break in Service.)		**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(e) **[ ] _____ Years of Service** (without an intervening Break in Service.)		**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(f) **[ ] _____ months** Service need not be continuous (mere passage of time).		**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**

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(g) **[ ]** **_____ month period** from the Eligible Employee's employment commencement date and during which at least _____ **Hours of Service** are completed in each month. The months during which the Employee completes the specified Hours of Service *(Choose one of (1) or (2).)*: **[ ]** **OR** **[ ]** **[ ]** **[ ]**

(1) **[ ]** **Consecutive.** Must be consecutive.

(2) **[ ]** **Not consecutive.** Need not be consecutive.

(h) **[X]** **Describe eligibility conditions:** Must be separated from service to receive the leave conversion. **[ ]** **OR** **[ ]** **[X]** **[ ]**

(i) **[ ]** **Describe eligibility conditions:** _____.

[*Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).*]

(j) **[ ]** **Special eligibility Effective Date** *(Choose (1) and/or (2) if applicable.)*

(1) **[ ]** **Waiver of eligibility conditions for certain Employees.** The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after _____ *(specify date)*. If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age _____ *(not exceeding age 21)*.

[*Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.*]

(2) **[ ]** **Describe special eligibility Effective Date(s):** _____.

[*Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.*]

(k) **[ ]** **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). *(Choose (1) or (2) if applicable*):

(1) **[ ]** **No conditions.**

(2) **[ ]** **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): *(Choose one or more*):

a. **[ ]** **Age _____**

b. **[ ]** **_____ Year(s) of Service**

c. **[ ]** **_____ months** Service need not be continuous (mere passage of time).

d. **[ ]** **Describe eligibility conditions:** _____.

[*Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).*]

(l) **[ ]** **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. *(Choose one)*

(1) **[ ]** **Matching**

(2) **[ ]** **Nonelective**

(3) **[ ]** **Employee/Mandatory**

15. YEAR OF SERVICE - ELIGIBILITY **(2.02(A))**. *(Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable)*: [*Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.*]

(a) **[ ]** **Year of Service.** An Employee must complete _____ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2: [*Note: If left blank, the requirement is 1,000 Hours of Service.*]

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(b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as *(Choose (1) or (2))*:

(1) **[ ] Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.

(2) **[ ] Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[*Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.*]

(c) **[ ] Describe:** _____.
(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

16. ENTRY DATE **(2.02(D))**. The Entry Date means the Effective Date and *(Choose one or more of (a) through (f); select (g) if applicable)*:

[*Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).*]

			(1) All Applicable Contributions		(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a)	[ ]	**Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.	[ ]	OR	[ ]	[ ]	[ ]
(b)	[ ]	**First day of Plan Year.**	[ ]	OR	[ ]	[ ]	[ ]
(c)	[ ]	**First day of each Plan Year quarter.**	[ ]	OR	[ ]	[ ]	[ ]
(d)	[ ]	**The first day of each month.**	[ ]	OR	[ ]	[ ]	[ ]
(e)	[X]	**Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	[X]	OR	[ ]	[ ]	[ ]

(f) **[ ] Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

Mandatory Contribution - entry date *(Choose if applicable)*:

(g) **[ ] Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means *(Choose one)*:

(1) **[ ] Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.

(2) **[ ] First day of Plan Year.**

(3) **[ ] The first day of each month.**

(4) **[ ] Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.

(5) **[ ] Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

17. PROSPECTIVE/RETROACTIVE ENTRY DATE **(2.02(D))**. An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below *(Choose one if applicable)*:

(a) **[X] Immediately following** the date the Employee completes the eligibility conditions.

(b) **[ ] Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.

(c) **[ ] Immediately preceding** the date the Employee completes the eligibility conditions.

(d) **[ ] Nearest** the date the Employee completes the eligibility conditions.

(e) **[ ] Describe:** _____
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

ARTICLE 3
PLAN CONTRIBUTIONS

AMOUNT AND TYPE(S) **(3.01)**. The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

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18. MANDATORY EMPLOYEE CONTRIBUTIONS **(3.04(A)(3))**. The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

Amount of Mandatory Employee Contribution. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. *(Choose (a), (b) or (c).):*

(a) **[ ] Uniform %.** _____% of each Participant's Compensation, per Plan Year.

(b) **[ ] Fixed dollar amount.** $_____, per Plan Year.

(c) **[ ] Describe:** _____ *(e.g., The greater of $500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)*

[*Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.*]

Type of Mandatory Employee Contribution. The Mandatory Employee Contribution is being made in accordance with the following (*Choose one*):

(d) **[ ] Condition of employment.** The Mandatory Employee Contribution is a condition of employment.

(e) **[ ] Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (*Choose one)*:

(1) **[ ] Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.

(2) **[ ] Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional provisions *(Choose one or both of (f) and (g) if applicable)*

(f) **[ ] Time period.** Instead of the Plan Year, the time period will be per _____ *(e.g., month, Hour of Service, per Participant per month)*.

(g) **[ ] Describe additional conditions related to Mandatory Employee Contributions**
_____.

19. AUTOMATIC DEFERRAL **(ACA/EACA) (3.02(B))**. The Automatic Deferral provisions of Section 3.02(B) *(Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.)*:

[*Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.*]

(a) **[X] Do not apply.** The Plan is not an ACA or EACA *(skip to Election 20).*

(b) **[ ] Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. *(Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.)*:

(1) **Type of Automatic Deferral Arrangement.** The Plan is an *(Choose a. or b.)*:

a. **[ ] ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).

b. **[ ] EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

(2) **Participants affected.** The Automatic Deferral applies to *(Choose a., b., c. or d. Choose e. if applicable.)*:

a. **[ ] All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.

b. **[ ] Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.

c. **[ ] No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.

d. **[ ] New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.

e. **[ ] Describe affected Participants:** _____.

[*Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.*]

(3) **Automatic Deferral Percentage/Scheduled increases.** *(Choose a., b., c. or d.)*:

a. **[ ] Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, _____% from the Participant's Compensation each payroll period unless the Participant makes

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a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows *(Choose e., f. or g.)*:

b. **[ ] Increasing schedule.** The Automatic Deferral Percentage will be:

Plan Year of application to a Participant	Automatic Deferral Percentage
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. **[ ] Other increasing schedule.** The Automatic Deferral Percentage will be:

Plan Year of application to a Participant	Automatic Deferral Percentage
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%

d. **[ ] Describe Automatic Deferral percentage:** _____.

If (3)a. or (3)d. selected, choose one of the following:

e. **[ ] No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.

f. **[ ] Automatic increase.** The Automatic Deferral Percentage will increase by _____% per year up to a maximum of _____% of Compensation.

g. **[ ] Describe increase:** _____.

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

h. **[ ] First day of the Plan Year.**

i. **[ ] Other:** _____ *(must be a specified or definitely determinable date that occurs at least annually)*

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below *(leave blank if not applicable)*:

j. **[ ] The increase will apply as of the second Change Date thereafter.**

k. **[ ] Describe first year increase:** _____
(*e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months*).

(4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(c) *(Choose a., b. or c.)*:

a. **[ ] Do not apply.**

b. **[ ] 90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.

c. **[ ] 30-90 day withdrawal.** Apply, within _____ days of the first Automatic Deferral *(may not be less than 30 nor more than 90 days).*

(5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election *(Choose a. or b.; leave blank if an ACA)*:

a. **[ ] Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [*Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.*]

b. **[ ] Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [*Note: Under this Election, the Participant no longer must receive the EACA annual notice.*]

(6) **[ ] Describe Automatic Deferral:** _____.

[*Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).*]

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20. AUTOMATIC ESCALATION **(3.02(G))**. The Automatic Deferral provisions of Section 3.02(G). *(Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.)*:

(a) **[X] Do not apply.**

(b) **[ ] Apply.** *(Complete (1), (2), (3), and if appropriate (4).)*:

(1) **Participants affected.** The Automatic Deferral applies to *(Choose a., b. or c.)*:

a. **[ ] All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least _____% of Compensation.

b. **[ ] New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least _____% of Compensation.

c. **[ ] Describe affected Participants:** _____.

[*Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.*]

(2) **Automatic Increases.** *(Choose a. or b.)*:

a. **[ ] Automatic increase.** The Participant's Elective Deferrals will increase by _____% per year up to a maximum of _____% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.

b. **[ ] Describe increase:** _____.

[*Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.*]

(3) **Change Date.** The Elective Deferrals will increase on the following day each Plan Year:

a. **[ ] First day of the Plan Year.**

b. **[ ] Other:** _____ *(must be a specified or definitely determinable date that occurs at least annually)*

(4) **First Year of Increase.** The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

a. **[ ] The escalation provision will apply as of the second Change Date thereafter.**

b. **[ ] Describe first year increase:** _____. (*e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months*).

21. CATCH-UP DEFERRALS **(3.02(D)/(E))**. A Participant otherwise eligible to do so *(Choose (a) or (b))*:

(a) **[X] Permitted.** May make the following Catch-Up Deferrals to the Plan. *(Choose one or both of (1) and (2))*:

(1) **[X] Age 50 Catch-Up.**

(2) **[ ] Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up**.

(b) **[ ] Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

22. MATCHING CONTRIBUTIONS **(3.03(A))**. The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. *(Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6))*:

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			(1) Match Rate/Amt [$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [$/% of Compensation]	(3) Limit on Match Amount [$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a)	**[X]**	**Discretionary** - see Section 1.47(B) *(The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)*	_____	_____	_____	**[ ]**	**[ ]**	**[ ]** _____
(b)	**[ ]**	**Fixed** - uniform rate/amount	_____	_____	_____	**[ ]**	**[ ]**	**[ ]** _____
(c)	**[ ]**	**Fixed** - tiered		_____	_____	**[ ]**	**[ ]**	**[ ]** _____
(d)	**[ ]**	**Fixed** - Years of Service		_____	_____	**[ ]**	**[ ]**	**[ ]** _____
(e)	**[ ]**	**Fixed** - Based on age at end of period		_____	_____	**[ ]**	**[ ]**	**[ ]** _____
(f)	**[ ]**	**Fixed** - Job location or classification (must be objectively determinable)		_____	_____	**[ ]**	**[ ]**	**[ ]** _____

	Elective Deferral %	**Matching Rate**
(e.g., up to 3)	_____%	_____%
(e.g., more than 3 up to 5)	_____%	_____%
	_____%	_____%
	_____%	_____%

	Years of Service	**Matching Rate**
(e.g., up to 2)	_____	_____%
(e.g., more than 2 up to 5)	_____	_____%
	_____	_____%
	_____	_____%

"Years of Service" under this Election 22(d) means *(Choose a. or b.)*:

a. **[ ] Eligibility.** Years of Service for eligibility in Election 15.

b. **[ ] Vesting.** Years of Service for vesting in Elections 37 and 38.

Age	**Matching Rate**
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Location or Class	**Matching Rate**
_____	_____%
_____	_____%
_____	_____%
_____	_____%

(g) **[ ] Fixed Percent of Compensation.** _____% of Compensation provided the Participant's Elective Deferrals equal or exceed _____% of the Participant's Compensation.

(h) **[X] Describe:** Contribution shall be determined in accordance with the applicable collective bargaining agreement, employment contract, or personnel policy.
(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

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[*Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.*]

Additional Provisions *(Choose if applicable)*

Contributions that are matched. Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. *(Choose if applicable):*

(i) **[ ]** Matching contributions will only be made with respect to the following *(Choose one or more)*:

(1) **[ ]** Pre-Tax Elective Deferrals.

(2) **[ ]** Roth Elective Deferrals.

(3) **[ ]** Employee (after-tax) Contributions.

(4) **[ ]** Elective Deferrals made to the following plan: _____ *(enter name of plan*).

(5) **[ ]** Describe: _____.

Participating Employers. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable):*

(j) [ ] The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

23. MATCHING CATCH-UP DEFERRALS **(3.03(B))**. If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer *(Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals)*:

			Age 50 Catch-Ups	**Qualified Organization Catch-Ups**
(a)	**[X]**	**Match.** Will match the Catch-Up Deferrals.	**[X]**	**[ ]**
(b)	**[ ]**	**No Match.** Will not match the Catch-Up Deferrals.	**[ ]**	**[ ]**

(c) **[ ]** **Describe.** _____.
(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals)

24. [Reserved]

25. NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): **(3.04(A))**. The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. *(Choose one or more of (a) through (d) as applicable.)*:

(a) **[X]** **Discretionary.** An amount the Employer in its sole discretion may determine.

(b) **[ ]** **Fixed.** *(Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.)*:

(1) **[ ]** **Uniform %.** _____% of each Participant's Compensation, per _____ *(e.g., Plan Year, month).*

(2) **[ ]** **Fixed dollar amount.** $_____, per _____ *(e.g., Plan Year, month, Hour of Service, per Participant per month).*

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(3) **[ ] Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%

(4) **[ ] Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

Years of Service	Contribution Percentage
(e.g., up to 2) _____	_____%
(e.g., more than 2 up to 5) _____	_____%
_____	_____%
_____	_____%

"Years of Service" under this Election 25(b)(4) means *(Choose i. or ii.)*:

i. **[ ] Eligibility.** Years of Service for eligibility in Election 15.

ii. **[ ] Vesting.** Years of Service for vesting in Elections 37 and 38.

(5) **[ ] Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	Contribution Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%

(6) **[ ] Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.

(7) **[ ] Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*choose one or all that apply*):

a. **[ ]** Sick leave

b. **[ ]** Vacation leave

c. **[ ]** Personal leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for unused accumulated leave (*choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees*):

d. **[ ] Former Employees**. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):

i. **[ ]** The Former Employee must be at least age _____ (e.g., 55)

ii. **[ ]** The value of the unused accumulated leave must be at least $_____ (e.g., $2,000)

iii. **[ ]** A contribution will only be made if the total hours is over _____ (e.g., 10) hours

iv. **[ ]** A contribution will not be made for hours in excess of _____ (e.g., 40) hours

e. **[ ] Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):

i. **[ ]** The Employee must be at least age _____ (e.g., 55)

ii. **[ ]** The value of the unused accumulated leave must be at least $_____ (e.g., $2,000)

iii. **[ ]** A contribution will only be made if the total hours are over _____ (e.g., 10) hours

iv. **[ ]** A contribution will not be made for hours in excess of _____ (e.g., 40) hours

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(8) **[ ] Describe:** _____
(e.g., The greater of $500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[*Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to $500 per Participant each Plan Year applies to Campus B Participants).*]

(c) **[ ] Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period _____. *(Specify a fixed or determinable period. Choose (1) or (2))*:

(1) **[ ] NHCEs only.** Apply only to disabled NHCEs.

(2) **[ ] All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

(3) **[ ] Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).

(4) **[ ] Describe**:_____ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

(d) **[ ] Describe:** _____.

[*Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).*]

Additional Provisions *(Choose if applicable)*

(e) **[X] Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3)):

(1) **[ ] Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).

(2) **[ ] Percent of Deemed Includible Compensation.** The Employer will contribute _____ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next _____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) **[X] Describe:** Unused accumulated sick leave, vacation leave, and personal leave may be converted under the Plan for Employees who separate from service.

[*Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.*]

Eligible Former Employees. Such contributions will be made with respect to the following Participants *(Choose (4) or (5))*:

(4) **[X] All Former Employees.**

(5) **[ ] The following Former Employees** *(Choose one or more of a. through e.)*:

a. **[ ] Union Employees.** Collectively bargained employees who participate in the following unions: _____.

b. **[ ] Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.

c. **[ ] School superintendent**.

d. **[ ] School principals.**

e. **[ ] Describe inclusion**: _____.
(e.g., include administration Employees). *[Note: Must be definitely determinable.]*

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26. NONELECTIVE CONTRIBUTION ALLOCATION **(3.04(B))**. The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contributionunder the following contribution allocation formula *(Choose one or more of (a) through (g) as applicable.)*:

(a) **[ ] Pro rata.** As a uniform percentage of Participant Compensation.

(b) **[ ] Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below *(Choose (1) or (2))*:

(1) **[ ] Percentage amount.** ____% *(not exceeding 100%)* of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest $_____ *(not exceeding the Taxable Wage Base).*

(2) **[ ] Dollar amount.** The following amount: $_____ *(not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).*

(c) **[ ] Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.

(d) **[X] Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). *(Complete (1) and (2).)*:

(1) **Description of the classifications.** The classifications are *(Choose a. or b.)*:

a. **[X] Each in own classification.** Each Participant constitutes a separate classification.

b. **[ ] Describe the classifications:** _____.

[*Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.*]

(2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows *(Choose a., b. or c.)*:

a. **[ ] Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.

b. **[ ] Flat dollar.** The same dollar amount to each Participant within the classification.

c. **[X] Describe:** Per participant's salary. _____.
(e.g., Allocate pro rata to group A and flat dollar to group B.)

(e) **[ ] Age-based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions *(Complete both (1) and (2).)*:

(1) **Interest rate.** *(Choose a., b. or c.)*:

a. **[ ] 7.5%** b. **[ ] 8.0%** c. **[ ] 8.5%**

(2) **Mortality table.** *(Choose a. or b.)*:

a. **[ ] UP-1984.** See Appendix C.

b. **[ ] Alternative:** _____.
(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable)*:

(f) **[ ]** The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[*Note: If the Employer elects 26(f), the Employer should also elect 10(l)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.*]

(g) **[ ] Describe:** _____
(e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

27. [Reserved]

28 ALLOCATION CONDITIONS **(3.06(B)/(C))**. The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) *(Choose (a) or (b). Choose (c) if applicable.)*:

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(a) **[X]** **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.

(b) **[ ]** **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures *(Choose one or more of (1) through (7). Choose Contribution Type as applicable.)*:

[*Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.*]

			(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	[ ]	**None.**	**N/A** (See Election 28(a))		[ ]	[ ]	[ ]
(2)	[ ]	**501 Hours of Service/terminees** (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	[ ]	**OR**	[ ]	[ ]	[ ]
(3)	[ ]	**Last day of the Plan Year.**	[ ]	**OR**	[ ]	[ ]	[ ]
(4)	[ ]	**Last day of the Election 28(c) time period.**	[ ]	**OR**	[ ]	[ ]	[ ]
(5)	[ ]	**1,000 Hours of Service in the Plan Year** (182 consecutive days in Plan Year if Elapsed Time).	[ ]	**OR**	[ ]	[ ]	[ ]
(6)	[ ]	**Hours of Service within the Election 28(c) time period,** (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	[ ] ____	**OR**	[ ] ____	[ ] ____	[ ] ____

(7) **[ ]** **Describe conditions:** _____.
(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)

(c) **[ ]** **Time period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each *(Choose one or more of (1) through (5). Choose Contribution Type as applicable.)*:

(1)	[ ]	**Plan Year.**	[ ]	**OR**	[ ]	[ ]	[ ]
(2)	[ ]	**Plan Year quarter.**	[ ]	**OR**	[ ]	[ ]	[ ]
(3)	[ ]	**Calendar month.**	[ ]	**OR**	[ ]	[ ]	[ ]
(4)	[ ]	**Payroll period.**	[ ]	**OR**	[ ]	[ ]	[ ]

(5) **[ ]** **Describe time period:** _____.

[*Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.*]

29. ALLOCATION CONDITIONS - APPLICATION/WAIVER **(3.06(D)/(F))**. Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows *(If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b).)*:

[*Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.*]

(a) **[ ]** **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age *(Choose (1) or (2).)*:

(1) **[ ]** **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.

(2) **[ ]** **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.

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(b) **[ ] Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures *(Choose one or more of (1) through (4). Choose Contribution Type as applicable.)*:

			(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	[ ]	**Death.**	[ ]	OR	[ ]	[ ]	[ ]
(2)	[ ]	**Disability.**	[ ]	OR	[ ]	[ ]	[ ]
(3)	[ ]	**Normal Retirement Age.**	[ ]	OR	[ ]	[ ]	[ ]
(4)	[ ]	**Early Retirement Age.**	[ ]	OR	[ ]	[ ]	[ ]

30. FORFEITURE ALLOCATION METHOD **(3.07)**. [*Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.*] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows *(Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.)*:

			(1) All Forfeitures		(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a)	[ ]	**Additional Nonelective.** Allocate as additional Discretionary Nonelective Contribution.	[ ]	OR	[ ]	[ ]
(b)	[ ]	**Additional Match.** Allocate as additional Discretionary Matching Contribution.	[ ]	OR	[ ]	[ ]
(c)	[ ]	**Reduce Nonelective.** Apply to Nonelective Contribution.	[ ]	OR	[ ]	[ ]
(d)	[ ]	**Reduce Match.** Apply to Matching Contribution.	[ ]	OR	[ ]	[ ]
(e)	[ ]	**Pro rata.** Allocate pro-rata based on Compensation.	[ ]	OR	[ ]	[ ]
(f)	[X]	**Plan expenses.** Pay reasonable Plan expenses. (See Section 7.04(C).)	[X]	OR	[ ]	[ ]

(g) [ ] **Describe:** _____
(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)

31. IN-PLAN ROTH ROLLOVER CONTRIBUTION **(3.08(E))**. The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.)*:

(a) **[ ] Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.

(b) **[X] Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)*

(1) **[X]** Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or July 1, 2019 (enter later effective date if applicable).

(2) **[ ]** Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

32. EMPLOYEE (AFTER-TAX) CONTRIBUTIONS **(3.09)**. The following additional elections apply to Employee Contributions under Election 6(e). *(Choose (a) if applicable.)*:

(a) **[ ] Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: _____.

ARTICLE 4
LIMITATIONS AND TESTING

33. [Reserved]

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ARTICLE 5
VESTING REQUIREMENTS

34. RETIREMENT AGE **(5.01)**.

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date *(Choose one)*:

(a) **[X] Specific age.** The date the Participant attains age 65.

(b) **[ ] Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.

(c) **[ ] Sum of age plus service.** The date the Participant's age plus service equal _____.

(d) **[ ] Describe:** _____
(*For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service)*

EARLY RETIREMENT AGE. *(Choose (e), (f) or (g))*:

(e) **[X] Not applicable.** The Plan does not provide for an Early Retirement Age.

(f) **[ ] Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

[*Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.*]

If (f)(iii) is selected, "Years of Service" under this Election means *(Choose (1) or (2))*:

(1) **[ ] Eligibility.** Years of Service for eligibility in Election 15.

(2) **[ ] Vesting.** Years of Service for vesting in Elections 37 and 38.

(g) **[ ] Describe:** _____.

[*Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.*]

35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE **(5.01 and 5.02)**. If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age *(Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants)*:

(a) **[X] Death.**

(b) **[X] Disability.**

(c) **[ ] Early Retirement Age.**

36. VESTING SCHEDULE **(5.03)**. A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions *(Choose (a) or (b). Choose (c) if applicable.)*:

(a) **[X] Immediate vesting.** 100% Vested at all times in all Accounts.

[*Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.*]

(b) **[ ] Vesting schedules:** Apply the following vesting schedules*(Choose one or more of (1) through (4))*:

		(1) All Contributions		(2) Nonelective	(3) Matching
(1)	**[ ] Immediate vesting.**	**N/A**		**[ ]**	**[ ]**
(2)	**[ ] 6-year graded.**	**[ ]**	**OR**	**[ ]**	**[ ]**
(3)	**[ ] 3-year cliff.**	**[ ]**	**OR**	**[ ]**	**[ ]**

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(4) **[ ] Modified Schedule.** **[ ]** **OR** **[ ]** **[ ]**

Years of Service	Vested %
___	___%
___	___%
___	___%
___	___%
___	___%
___ or more	100 %

[*Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.*]

(c) **[ ] Special vesting provisions:** _____

[*Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.*]

37. YEAR OF SERVICE - VESTING **(5.05)**. *(Complete (b). Choose (a) if other than 1,000 Hours of Service.):* [*Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).*]

(a) **[ ] Year of Service.** An Employee must complete at least _____ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [*Note: If left blank, the requirement is 1,000.*]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: *(Choose (1) or (2))*:

(1) **[ ] Plan Year.**

(2) **[ ] Anniversary Year.**

38. EXCLUDED YEARS OF SERVICE - VESTING **(5.05(C))**. The Plan excludes the following Years of Service for purposes of vesting *(Choose one or more of (a) through (e) if applicable)*:

(a) **[ ] Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) **[ ] Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) **[ ] Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) **[ ] Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) **[ ] Other exclusions:** _____.

[*Note: Any exclusion specified under Election 38(e) must be definitely determinable.*]

ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE

39. POST-SEVERANCE DISTRIBUTIONS. The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

(1) **[ ] No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) **[X] Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable)*:

a. **[ ] $5,000.**

b. **[X] $1,000.**

c. **[ ] Specify amount:** $_____.

[*Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a $5,000 limit, see Election (g)(6) in Appendix B.*]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

d. **[ ]** If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_____. *(Specify an amount greater than $0 and less than $1,000.)*

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Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan *(Choose e. or f.)*:

e. **[ ] Disregards Rollover Contribution Account.**

f. **[X] Includes Rollover Contribution Account.**

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6))*:

(1) **[X] Lump-Sum.**

(2) **[X] Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

(3) **[ ] Installments.**

(4) **[ ] Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.

(5) **[ ] Ad-Hoc distributions.**

(6) **[X] Describe distribution method(s):** Other options as allowed by Vendor.

[*Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable* and (ii) not be subject to Employer or Plan Administrator discretion.]

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below)*:

(1) **[ ]** Under any distribution method available under the Investment Arrangement Documentation.

(2) **[X]** Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

(d) **[ ] Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to *(Choose (1) or (2))*:

(1) **[ ]** Attainment of age _____.

(2) **[ ]** Describe: _____.

[*Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.*]

(e) **[ ] Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and/or (2))*:

(1) **[ ] Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) **[ ] Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. IN-SERVICE DISTRIBUTIONS/EVENTS **(6.01(D))**. A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

[*Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.*]

(a) **[ ] None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

(b) **[X] Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts *(Choose one or more of (1) through (9).)*:

[*Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals;Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.*]

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			(1) All Contrib.		(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	[ ]	**None.** Except for Election 40(a) exceptions.	**N/A** (See Election 40(a))		[ ]	[ ]	[ ]	[ ]
(2)	[X]	**Age** *(Choose one or more of a. through d.)*						
a.	[X]	**Age** 59 1/2 *(must be at least 59 1/2)*.	[X]	OR	[ ]	[ ]	[ ]	[ ]
b.	[ ]	**Age** ____ *(may be less than 59 1/2)*.	N/A		N/A	[ ]	[ ]	N/A
c.	[ ]	**Age and participation.** The Participant must have attained age ____ and completed ____ years of Plan participation or ____ Years of Service for purposes of vesting. *(Fill in whichever blank applies.)*	[ ]	OR	[ ]	[ ]	[ ]	[ ]
d.	[ ]	**Upon attaining Normal Retirement Age** *(Normal Retirement Age must be at least 59 1/2)*	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(3)	[X]	**Hardship**	N/A		[X]	[ ]	[ ]	N/A
(4)	[X]	**Disability.**	[X]	OR	[ ]	[ ]	[ ]	[ ]
(5)	[ ]	**___ year contributions.** *(specify minimum of two years)*	N/A		N/A	[ ]	[ ]	N/A
(6)	[ ]	**____ months of participation.** *(specify minimum of 60 months)*	N/A		N/A	[ ]	[ ]	N/A
(7)	[ ]	**Qualified Reservist Distribution.** See Section 6.01(D)(10).	N/A		[ ]	N/A	N/A	N/A
(8)	[ ]	**Deemed Severance Distribution.** See Section 6.11.	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(9)	[ ]	**Describe:** _____.						

[*Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).*]

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41. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS **(6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 40(b) *(Choose (a), (b), (c), (d) and/or (e) if applicable.)*:

(a) **[X]** **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to *(Choose one or more of (1) or (2))*:

(1) **[X]** **Hardship distributions.** Distributions based on hardship.

(2) **[X]** **Other In-Service.** In-Service distributions other than distributions based on hardship.

(b) **[ ]** **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: $_____ *(specify amount)*.

(c) **[ ]** **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).

(d) **[ ]** **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.

(e) **[ ]** **Describe other conditions:** _____.

[*Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).*]

42. JOINT AND SURVIVOR ANNUITY REQUIREMENTS **(6.04)**. The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

(a) **[ ]** **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants *(if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected)*:

One-year marriage rule. Under Section 6.04(H) *(Choose (1) or (2))*:

(1) **[ ]** **Applies.** The one-year marriage rule applies.

(2) **[ ]** **Does not apply.** The one-year marriage rule does not apply.

ARTICLE 7
ADMINISTRATIVE PROVISIONS

43. PLAN LOANS **(7.06)**. The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b).)*:

(a) **[ ]** **No Loans.** Plan loans are not permitted.

(b) **[X]** **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

44. ROLLOVER CONTRIBUTIONS **(3.08, 7.04(A)(1))**. The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers *(Choose (a) or (b).)*:

(a) **[ ]** **No Rollover.** Rollover Contributions are not permitted into the Plan.

(b) **[X]** **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

ARTICLE 10
MULTIPLE EMPLOYER PLAN

45. MULTIPLE EMPLOYER PLAN **(10.01/10.02/10.03)**. The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 *(Choose (a) or (b).)*:

(a) **[X]** **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.

(b) **[ ]** **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: _____. The Employer makes the following additional elections *(Choose (1) or (2))*:

(1) **[ ]** **Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows *(Choose a. or b.; choose c. if applicable.)*:

a. **[ ]** **All.** May modify all elections.

b. **[ ]** **Specified elections.** May modify the following elections: _____ *(specify by election number)*.

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c. **[ ] Restrictions.** May modify subject to the following additional restrictions: _____. *(Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.)*

(2) **[ ] Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[*Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*]

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Plan Execution

Employer: Saint Paul Public Schools

Date: 03/03/2020

Signed: Kenyatta McCarty
Kenyatta McCarty (Mar 3, 2020)

Kenyatta McCarty

[print representative name/title]

Executive Director, Human Resources

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: National Benefit Services

Address: 8523 South Redwood Road

West Jordan Utah 84088

Telephone: (801) 532-4000

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APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

SPECIAL EFFECTIVE DATES **(1.23)**. The Employer elects or does not elect Appendix A special Effective Date(s) as follows. *(Choose (a) or one or more of (b) through (q).)*:

[Note: If the Employer elects (a), do not complete the balance of this Appendix A]

(a) **[ ]** **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

(b) **[ ]** **Contribution Types (1.12).** The Contribution Types under Election(s) 6____ are effective: _____.

(c) **[ ]** **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7____ are effective: _____.

(d) **[ ]** **Compensation (1.11).** The Compensation definition under Election(s) _____ *(specify 8 - 10 as applicable)* are effective: _____.

(e) **[ ]** **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ *(specify 11 - 12 as applicable)* are effective: _____.

(f) **[ ]** **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ *(specify 14 - 17 as applicable)* are effective: ____.

(g) **[ ]** **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: _____.

(h) **[ ]** **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) _____ *(specify 19 - 21 as applicable)* are effective: _____.

(i) **[ ]** **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) ___ *(specify 22 - 23 as applicable)* are effective: _____.

(j) **[ ]** **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ *(specify 25 - 27 as applicable)* are effective: _____.

(k) **[ ]** **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ *(specify 28 - 29 as applicable)* are effective: _____.

(l) **[ ]** **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 _____ are effective: _____.

(m) **[ ]** **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 _____ are effective: _____.

(n) **[ ]** **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 _____ are effective: _____.

(o) **[ ]** **Vesting (5.03).** The vesting provisions under Election(s) _____ *(specify 34 - 38 as applicable)* are effective: _____.

(p) **[ ]** **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ *(specify 39 - 42 as applicable)* are effective: _____.

(q) **[X]** **Special Effective Date(s) for other elections** *(specify elections and dates)*: If this Plan is the first restatement onto a pre-approved 403(b) plan document, then although the Plan's restated Effective Date is a retroactive date, all optional elections within this Adoption Agreement reflect Plan provisions that are in effect on the first day of the Plan Year in which this Plan is restated unless otherwise specified in this Appendix A or elsewhere within the Plan. As to elections which may have been in effect on and after the Effective Date of the restatement and which are not reflected in this Plan, see the Plan as in effect prior to its restatement.

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APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

BASIC PLAN OVERRIDES. The Employer elects or does not elect to override various basic plan provisions as follows *(Choose (a) or choose one or more of (b) through (i).)*:

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) **[ ] Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) **[ ] Definition (Article 1) overrides.** *(Choose one or more of (1) through (5) if applicable.)*:

(1) **[ ] Compensation Overrides.** *(Choose one or more of a., b., and c.)*:

a. **[ ] W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.

b. **[ ] Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.

c. **[ ] Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **[ ] Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following *(Choose one or more of a., b., c., and d.)*:

a. **[ ] Effective date.** The inclusion is effective for Plan Years beginning after _____ *(may not be earlier than December 31, 2008)*.

b. **[ ] Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.

c. **[ ] Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.

d. **[ ] Other:** _____.
(specify other Contribution Type Compensation which includes Differential Wage Payments)

(3) **[ ] Alternate Definition of Disability (1.19).** Disabled means _____.

(4) **[ ] Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): _____ *(specify Contribution Types and/or categories of Reclassified Employees)*.

(5) **[ ] Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: _____.

(c) **[ ] Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: _____:
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4)).

(d) **[X] Contribution/allocation (Article 3) overrides.** *(Choose one or more of (1) through (6) if applicable.)*:

(1) **[X] Roth overrides.** *(Choose one or more of a. through e.)*:

a. **[ ] Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.

b. **[X] In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.

c. **[X] Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.

d. **[X] Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources *(Choose one or more.)*:

(i) **[X]** Elective Deferrals

(ii) **[X]** Matching Contributions

(iii) **[X]** Nonelective Contributions

(iv) **[X]** Rollovers

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(v) **[X]** Transfers

(vi) **[ ]** Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

e. **[X] No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)

(2) **[ ] Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator *(Choose a. or b.)*:

a. **[ ] No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.

b. **[ ] Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.

(3) **[ ] Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).

(4) **[ ] HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).

(5) **[ ] Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.

(6) **[ ] Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year *(Choose a., b. or c.)*:

a. **[ ] Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.

b. **[ ] Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.

c. **[ ] One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

(e) **[ ] Testing (Article 4) overrides.** *(Choose one or both of (1) and (2) if applicable.)*:

(1) **[ ] First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).

(2) **[ ] Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____.
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)

(f) **[ ] Vesting (Article 5) overrides.** (Choose one or both of (1) and (2) if applicable.):

(1) **[ ] Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).

(2) **[ ] Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).

(g) **[X] Distribution (Article 6) overrides.** *(Choose one or more of (1) through (6) if applicable.)*:

(1) **[ ] Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following *(Choose one or more of a. through e.)*:

a. **[ ] Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.

b. **[ ] Deferrals.** Under the same provisions which apply to Elective Deferrals.

c. **[ ] Match.** Under the same provisions which apply to Matching Contributions.

d. **[ ] Nonelective.** Under the same provisions which apply to Nonelective Contributions.

e. **[ ] Other:** _____.

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[*Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.*]

(2) **[X] Elections related to In-Plan Roth Rollovers (6.01(D)(7)).** *(Choose one or both of a. and b.)*:

a. **[X] In-Service Roth Rollover events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution *(Choose one or more of (i) through (iv); Choose (v) if applicable.)*:

(i) **[X] Age.** The Participant has attained age 18 .

(ii) **[ ] Participation.** The Participant has _____ months of participation *(specify minimum of 60 months)*. Section 6.01(C)(4)(a)(ii).

(iii) **[ ] Seasoning.** The amounts being distributed have accumulated in the Plan for at least _____ years *(at least 2)*. See Section 6.01(C)(4)(a)(i).

(iv) **[ ] Other** (describe): _____. *(must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))*

[*Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.*]

(v) **[X] Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

b. **[ ] Minimum amount.** The minimum amount that may be rolled over is $_____.

(3) **[ ] Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) **[ ] Annuity Distributions (6.04).** *(Choose one or both of a. and b.)*:

a. **[ ] Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be _____%. *(Specify a percentage between 50% and 100%.)*

b. **[ ] Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be _____%. *(Specify a percentage between 50% and 100%.)*

(5) **[ ] Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) **[ ] Replacement of $5,000 amount (6.09).** All Plan references (except in Section 3.02(D)) to "$5,000" will be $_____. *(Specify an amount less than $5,000.)*

(h) **[ ] Administrative overrides (Article 7).** *(Choose one or more of (1) through (8) if applicable.)*:

(1) **[ ] Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

(2) **[ ] Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*

(3) **[ ] Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: _____ *(Specify a definition.)*

[*Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights, For example, the selected definition will apply to the determination of default beneficiary designations.]*

(4) **[ ] Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: _____ *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*

(5) **[ ] Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order _____ *(Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)*

(6) **[ ] State law (7.09(H)).** The law of the following state will apply: _____ *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)*

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(7) **[ ] Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: *(Choose a., b. or c.)*

a. **[ ]** Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.

b. **[ ]** The excess funds will be allocated pro rata based on account balance.

c. **[ ]** The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.

(8) [ ] **Limitation to spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*

(i) **[X] Transfer overrides (Article 9).** *(Choose one or more of (1) through (3) if applicable.)*:

(1) **[X] Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.)*:

a. **[ ]** The Plan does not provide for or permit such exchanges.

b. **[X]** The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.

c. **[ ]** The Plan provides for and permits such transfers under the following circumstances: _____.

(2) **[ ] Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.)*:

a. **[ ]** The Plan does not provide for or permit such exchanges.

b. **[ ]** The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).

c. **[ ]** The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: _____.

(3) **[X] Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable)*:

a. **[ ]** The Plan allows such transfers to this Plan.

b. **[X]** The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.

c. **[ ]** The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.

d. **[ ]** The Plan provides for and permits such transfers under the following circumstances: _____.

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable)*:

e. **[ ]** current employees only.

f. **[ ]** current and former Employees.

g. **[ ]** only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

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APPENDIX C
TABLE I: ACTUARIAL FACTORS
UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until Normal Retirement Age	7.50%	8.00%	8.50%
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Note: A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

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APPENDIX C
TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE OTHER THAN 65
UP-1984
Without Setback

Normal Retirement Age	7.50%	8.00%	8.50%
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

Note: Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.

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403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. PLAN LOAN PROVISIONS **(7.06)**. **Note:** For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. *(Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply*

(a) **[X] Limitation of Loan Amount.** A Participant *(Choose (1) or (2))*:
(1) **[ ]** May not borrow less than $1,000 in any single loan.
(2) **[X]** May not borrow less than $ As Permitted by Investment Provider (not more than $1,000) in any single loan.

(b) **[X] Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected (*(Choose (1) or (2))*:
(1) **[ ] Prime plus.** Fixed at _____% *(insert percentage)* above Wall Street Journal's published prime rate.
(2) **[X] Specified rate:** As Permitted by Investment Provider.

(c) **[X] Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be *(Choose (1) or (2))*:
(1) **[ ]** up to 15 years.
(2) **[X]** up to 30 years.

(d) **[X] Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons *(Choose one or more of (1)(a) and (2)(a))*:
(1) **[X] Military**
a. **[X]** A Participant may suspend loan payments for military leave.
(2) **[ ] Non-military**
a. **[ ]** A Participant may suspend loan payments for non-military leave.

(e) **[X] Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
(1) **[X]** payroll deduction for those Participants who are on the Employer's payroll
(2) **[X]** ACH (Automated Clearing House)
(3) **[X]** check
a. **[ ]** Only for prepayment

(f) **[X] Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
(1) **[X] Loan refinancing is permitted**. A refinance for purposes of the limit on number of loans is *(Choose a. or b.)*:
a. **[X]** Not treated as an additional loan.
b. **[ ]** Treated as an additional loan.

(g) **[X] Purpose** *(Choose (1) or (2))*:
(1) **[X]** Any reasonable purpose.
(2) **[ ]** May not borrow except for: _____

(h) **[X] Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): *(Choose (1) through (3))*:
(1) **[X]** Participant's choice.
(2) **[ ]** Plan Administrator's choice.
(3) **[ ]** As follows:
a. **[ ]** first: _____
b. **[ ]** second: _____
c. **[ ]** third: _____

(i) **[X] Directed/general Plan investment** *(Choose (1) or (2))*:
(1) **[X]** Directed.
(2) **[ ]** General.

(j) **[X] Charges.** *(Choose (1) or (2))*:
(1) **[X]** apply to borrower's account.
(2) **[ ]** apply to overall Plan or Employer pays.

(k) **[X] Loan acceleration.** Upon the following *(Choose one or more of (1) and (2))*:
(1) **[ ]** Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.

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(2) **[X]** Plan termination.

(l) **[X]** **Loan Default.** *(Choose one or more of (1) through (3))*:
(1) **[X]** Grace period. *(Choose a. or b.)*:
a. **[X]** Maximum grace period applies.
b. **[ ]** No grace period.
(2) **[ ]** Includes false statements
(3) **[X]** No new loan if *(Choose a. or b.)*:
a. **[ ]** Current default.
b. **[X]** Current or prior default.

(m) **[X]** **Terminated employees.** Loans to terminated employees *(Choose (1) or (2))*:
(1) **[X]** are allowed
(2) **[ ]** are not allowed

(n) **[X]** **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected *(Choose (1) or (2))*:
(1) **[ ]** One
(2) **[X]** Specify: As Permitted by Investment Provider

(o) **[ ]** **Limitation on sources**. A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (8) as applicable.)
(1) **[ ]** Pre-Tax Elective Deferrals
(2) **[ ]** Roth Elective Deferrals
(3) **[ ]** Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
(4) **[ ]** Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
(5) **[ ]** Rollovers
(6) **[ ]** Mandatory Employee Contributions
(7) **[ ]** Employee (after-tax) Contributions
(8) **[ ]** Describe: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)

AP2. PARTICIPANT DIRECTION OF INVESTMENT **(7.03(B))**. The Plan permits Participant direction of investment unless selected below *(Choose one of (a) or (b): choose c. or d. if applicable)*:
(a) **[ ]** **Does not permit.** The Plan does not permit Participant direction of investment of any Account.
(b) **[X]** **Permitted.** The Plan permits Participant direction of investments.

Options (If direction of investments is permitted, select all that apply; leave blank if none apply)
(c) **[ ]** **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
(d) **[ ]** **QDIA.** Plan will include a qualified default investment alternative.

AP3. ELECTIVE DEFERRAL PROCEDURES**.** Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:
(a) **[X]** as of each payroll period
(b) **[ ]** on the first day of each month
(c) **[ ]** on the first day of each Plan Year quarter
(d) **[ ]** on the first day of the Plan Year or the first day of the 7th month of the Plan Year
(e) **[ ]** other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

(f) **[ ]** A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
(g) **[ ]** A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Escalation (leave blank if not applicable)
(h) **[ ]** Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:
Escalation amount. A Participant's Affirmative Election will increase by:
(1) **[ ]** _____ % of Compensation
a. **[ ]** up to a maximum of _____ % of Compensation (leave blank if no limit)
(2) **[ ]** other: _____

Timing of escalation. The escalation will apply as of:

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(3) **[ ]** first day of each Plan Year
(4) **[ ]** anniversary of date of participation
(5) **[ ]** other: _____

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.
(i) **[ ]** the Participant's Affirmative Election will resume after the suspension period.
(j) **[ ]** the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.
(k) **[ ]** Affirmative Elections lapse at the end of each Plan Year.

AP4. BENEFICIARY HARDSHIP DISTRIBUTION. Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

(a) **[ ]** Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

AP5. ROLLOVER CONTRIBUTIONS **(3.08, 7.04(A)(1))**. *(Complete this question only if 44(b) has been selected)*

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)
(a) **[X]** From pre-participation Eligible Employees.
(b) **[X]** From Participants who are Former Employees.

Source. Rollovers will be accepted from the following *(Choose all that apply)*:
(c) **[X]** Eligible 403(b) plans.
(d) **[X]** Eligible 401(a) plans (including a 401(k) plan).
(e) **[X]** Eligible 457(b) plans of governmental employers.
(f) **[X]** IRAs.

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