ADOPTION AGREEMENT #002
SIMPLIFIED ERISA 403(b) VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the TIAA ERISA 403(b) Volume Submitter Plan (basic plan document #20). 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: Hampden-Sydney College

Address: 1 College Road, PO Box 127 - Office of Human Resources

City Hampden Sydney State Virginia Zip 23943-0127

Telephone: 434-223-6220

EIN: 54-0505906

(b) **Plan Information**

Plan name: Hampden-Sydney College Defined Contribution Retirement Plan

Plan number (optional): 001 *(3-digit number for Form 5500 reporting)*

(c) **Type of entity.** This Plan may only be adopted by an Employer that is a private, tax-exempt organization 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)**. This Plan includes all provisions required for Plans subject to 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: ____________.

5. EFFECTIVE DATE **(1.23)**. The Employer's adoption of the Plan is a:

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

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

Initial Effective Date of Plan *(enter date)*

(c) _January 1, 1956_ (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]** _February 1, 2019_ *(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 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	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 (g))*:

(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, 28 and 32. [Note: If the Plan is a safe harbor plan, choose 6(f) and do not choose 6(c).]

(d) **[ ] Nonelective.** See Sections 1.48 and 3.04 and Elections 25, 26 and 28. [Note: The Employer may make an Operational QNEC without electing 6(d). See Section 3.04(C)(1). If the only nonelective contributions are safe harbor contributions, choose 6(f) and do not choose 6(d).]

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

(f) **[ ] Safe Harbor/Additional Matching.** The Plan is a safe harbor 403(b) Plan. The Employer will make Safe Harbor Contributions as it elects in Election 24. The Employer may or may not make Additional Matching Contributions as it elects in Election 24. See Section 3.05.

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

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

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

(c) **[X]** **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 (m))*:

[*Note: For this Election 7, unless described otherwise in Election 7(m), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Safe Harbor Contributions (Matching and Nonelective); Matching includes all Matching Contributions (unless this is a safe harbor plan); Nonelective includes all Nonelective Contributions other than safe harbor nonelective contributions and Operational QNECs; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.*]

			(1) All Contributions		**(2) Elective Deferrals**	**(3) Matching**	**(4) Nonelective**	**(5) Employee/ Mandatory**
(d)	**[ ]**	**No exclusions.** No exclusions as to the designated Contribution Type.	**N/A** (See Election 7(a))		**[ ]**	**[ ]**	**[ ]**	**[ ]**
(e)	**[ ]**	**Non-Resident Aliens.** See Section 1.35(B).	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(f)	**[ ]**	**Employees who normally work less than 20 hours per week.** See Section 1.35(E). (e.g., if any such excluded Employee actually completes a Year of Service).	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(g)	**[X]**	**Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	**[X]**	**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. or b.)*: a. **[ ]** 401(k) plan b. **[ ]** 403(b) plan	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(i)	**[ ]**	**Collective Bargaining (union) Employees.** See Section 1.35(A).	**N/A**		**N/A**	**[ ]**	**[ ]**	**[ ]**
(j)	**[ ]**	**Highly Compensated Employees.** See Section 1.39.	**N/A**		**N/A**	**[ ]**	**[ ]**	**[ ]**
(k)	**[ ]**	**Per Diem Employees.**	**N/A**		**N/A**	**[ ]**	**[ ]**	**[ ]**
(l)	**[ ]**	**Describe exclusion: ____________**	**N/A**		**N/A**	**[ ]**	**[ ]**	**[ ]**

(m) **[ ]** **Describe exclusion: ____**
(e.g., exclude hourly paid employees).

[*Note: The Employer may not complete Election 7(m) 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(m) may only be used to provide an exclusion for Elective Deferrals if the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.*]

[*Note: Any exclusion under Election 7(l) or 7(m), 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. See Election 24 regarding Safe Harbor Contributions.*]

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 (c).)*:

[*Note: 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)	[X]	**W-2 wages increased by Elective Deferrals.**	[X]	OR	[ ]	[ ]	[ ]	[ ]
(b)	[ ]	**Code §3401 federal income tax withholding wages increased by Elective Deferrals.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(c)	[ ]	**415 Compensation.**	[ ]	OR	[ ]	[ ]	[ ]	[ ]

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

[*Note: For this Election 9, 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) or (b). Choose Contribution Type as applicable.)*:			(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a)	[ ]	**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*.]	[ ]	OR	[ ]	[ ]	[ ]	[ ]
(b)	[X]	**Participating Compensation.** Only Participating Compensation. See Section 1.11(H)(1).	[X]	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.*]

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

[*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.*]

(c) **[ ]** **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)*.

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

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

Post-Severance Compensation:			(1) All Contributions		(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(f)	[ ]	**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))		[ ]	[ ]	[ ]	[ ]
(g)	[ ]	**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	[ ]	[ ]	[ ]	[ ]
(h)	[ ]	**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	[ ]	[ ]	[ ]	[ ]
(i)	[X]	**Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	[X]	OR	[ ]	[ ]	[ ]	[ ]
(j)	[X]	**Deferred Compensation.** Exclude Post-Severance	[X]	OR	[ ]	[ ]	[ ]	[ ]

Compensation composed of deferred compensation.
See Section 1.11(I)(1)(c).

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

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

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

[*Note: In a safe harbor 403(b) plan, allocations qualifying for the ACP test safe harbor must be based on a nondiscriminatory definition of Compensation. If the Plan applies permitted disparity, allocations also must be based on a nondiscriminatory definition of Compensation if the Plan is to avoid more complex testing. Elections 10(f) through (j) below may cause allocation Compensation to fail to be nondiscriminatory under Treas. Reg. §1.414(s). In a non safe harbor 403(b) plan, Elections 10(f) through (j) which result in Compensation failing to be nondiscriminatory may result in more complex nondiscrimination testing. For this Election 10, unless described otherwise in Election 10(j), 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) **[ ]** **Bonus.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(g) **[ ]** **Overtime.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(h) **[ ]** **Leave of Absence Pay.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(i) **[ ]** **Describe Compensation adjustment(s):** ________________	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**

(j) **[X]** **Describe Compensation adjustment(s):** Faculty: exclude all Compensation other than base pay specified in contract. Staff: exclude bonuses, overtime, and taxable fringe benefits.

[*Note: Under Election 10(i) or 10(j), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (h), 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 No exclusions as to Safe Harbor Contributions and exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential or summer school 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) **[ ]** **Actual (hourly) Method.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(b) **[ ]** **Equivalency Method:** __________ *(e.g., daily, weekly, etc.)*	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(c) **[X]** **Elapsed Time Method.** See Section 1.40(D)(3).	**[X]**	**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(A)/(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service *(Choose (a) or (b).)*:

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

(b) **[X]** **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) if applicable)*:

[*Note: Any elective Service crediting under this Election 12 must be nondiscriminatory and be within the meaning of Treas. Reg. §1.401(a)(4)-11(d)(3), as applicable*, e.g., *with an employer in a related industry*.]

(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. **[X] Type of Predecessor.** Credit service with any Predecessor Employer which is *(Choose one or more of i. – vi.)*:	**[ ]**	**[X]**	**[X]**	**[X]**

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

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

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

iv. **[ ]** **A Church-Related Organization.**

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

vi. **[ ]** **Other: ______**
(specify organization type)

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

______

[*Note: Under Election 12(b)(2), the Employer may describe service crediting from the elections available under Election 12(b)(1), 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 of the Plan include the Matching, Nonelective and Employee Contributions. *(Choose (a)(1) or choose one or more of (a) through (i) as applicable.)*:

[*Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions (except Operational QNECs); Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. This Election does not apply to Safe Harbor Matching and Nonelective Contributions, but see Election 24(g). Eligibility conditions must comply with ERISA §202, which is similar to Code §410(a).*]

			(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)	**[X]**	**Age:** _18_ *(See the Minimum Age Note)*	**[ ]**	**OR**	**[X]**	**[ ]**	**[ ]**
(c)	**[ ]**	**One Year of Service.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(d)	**[ ]**	**Two Years of Service** (without an intervening Break in Service.) 100% vesting is required.	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(e)	[Reserved]						
(f)	**[X]**	_12_ **months** (not exceeding 12 months for Safe Harbor Contributions and not exceeding 24 months for other contributions). If more than 12 months, 100% vesting is required. Service need not be continuous (mere passage of time).	**[ ]**	**OR**	**[X]**	**[ ]**	**[ ]**
(g)	**[ ]**	_______ **month period** (not to exceed 12) from the Eligible Employee's employment commencement date and during which at least ______ **Hours of Service** are completed in each month. If the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if more than 12 months is elected) requirement as defined in Election 15. The months during which the Employee completes the specified Hours of Service *(Choose one of (1) or (2).)*:	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
		(1) **[ ]** **Consecutive.** Must be consecutive.					
		(2) **[ ]** **Not consecutive.** Need not be consecutive.					
(h)	**[ ]**	**Describe eligibility conditions:** ______________________________	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**

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

[*Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees; or 6 months as to Mandatory Employee Contributions and One Year of Service as to other Nonelective Contributions). Eligibility conditions must comply with ERISA §202 and applicable nondiscrimination requirements.*]

[*Minimum Age Note. The minimum age cannot exceed 21, except in a plan which meets all of the following conditions: (1) The minimum age does not exceed 26; (2) The Employer is an educational organization which normally maintains a regular faculty and curriculum and has a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on; (3) the Plan does not require more than one Year of Service as a condition for entry; and (4) the Plan provides full vesting after no more than one Year of Service.*]

[*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).*]

15. YEAR OF SERVICE - ELIGIBILITY **(2.02(A))**. *(Complete (b). Choose (a) if other than 1,000 Hours of Service)*: [*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: The number may not exceed 1,000. If left blank, the requirement is 1,000 Hours of Service.*]

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

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

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

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

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

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

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

(f) **[X]** **Describe:** Next payroll period following completion of the Eligibility Service requirement.
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

[*Note: Unless otherwise excluded under Election 7, an Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of ERISA §202 or (ii) 6 months after the date the Employee completes those requirements.*]

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

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

[*Note: Unless otherwise excluded under Election 7, an Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of ERISA §202 or (ii) 6 months after the date the Employee completes those requirements.*]

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.

18. MANDATORY EMPLOYEE CONTRIBUTIONS **(3.04(A)(3))**. The Mandatory Employee Contributions under Election 6(a) are a condition of employment and 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) or (b).)*:

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

(b) **[ ]** **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 (d)(1) below.)*

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

Additional Provisions *(Choose if applicable)*

(c) **[ ]** **Provisions** *(Choose (1) as applicable.)*:

(1) **[ ]** **Describe additional conditions related to Mandatory Employee Contributions**

____
(e.g., contributions are elective up to age 30 or for 10 years and mandatory thereafter).

(d) **[ ]** **Employer Contribution.** For each Plan Year, the Employer will make the following Nonelective Contribution to each Participant who makes a Mandatory Employee Contribution:

(1) **[ ]** **Percentage of Compensation.** An amount equal to _______% of such Employee's Compensation.

(2) **[ ]** **Other formula** *(Specify an amount equal to a percentage of the Mandatory Employee Contributions)*:
______________________________.

[*Note: The Employer Contribution formula must be definitely determinable (e.g., a fixed Contribution equal to 50% of Mandatory Employee Contributions, or Mandatory Employee Contributions will be aggregated with Elective Deferrals for purposes of determining the amount of Matching Contributions under this Plan).*]

19. AUTOMATIC DEFERRAL **(ACA/EACA/QACA)** **(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.)*:

(a) **[X]** **Do not apply.** The Plan is not an ACA, EACA, or QACA *(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 or an EACA/QACA. Choose (6) if applicable.)*:

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

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

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

c. **[ ]** **EACA/QACA.** The Plan is a combination EACA and Qualified Automatic Contribution Arrangement (QACA) under Sections 3.02(B)(3) and 3.05(J).

[*Note: If the Employer chooses Election 19(b)(1)c., the Employer also must choose Election 6(f) and complete Election 24 as to the Safe Harbor Contributions under the QACA*.]

(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 (not applicable to QACA).** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.

e. **[ ]** **Describe affected Participants (not applicable to QACA): ____**.

[*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 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.)*:

[*Note: In order to satisfy the QACA requirements, enter an amount between 6% and 10% if no scheduled increase.*]

b. **[ ]** **QACA statutory 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)*

[*Note: If Election 19(b)(3)(b) is selected and the Change Date is other than the first day of the Plan Year, then the increases in the schedule are accelerated by 1 year in order to satisfy the QACA requirements.*]

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*).

[*Note: To satisfy the QACA requirements, the Automatic Deferral Percentage must be: (i) a fixed percentage which is at least 6% and not more than 10% of Compensation; (ii) an increasing Automatic Deferral Percentage in accordance with the schedule under Election 19(b)(3)b.; or (iii) an alternative schedule which must require, for each Plan Year, an Automatic Deferral Percentage that is at least equal to the Automatic Deferral Percentage under the schedule in Election 19(b)(3)b. and which does not exceed 10%. See Section 3.02(B)(3).*]

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

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

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

c. **[ ] 30-90 day withdrawal.** Apply, within _______ days of the first Automatic Deferral *(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 or a QACA)*:

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, but the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1).*]

(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).*]

20. <u>AUTOMATIC ESCALATION</u> **(3.02(G))**. The Automatic Escalation 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 Escalation 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)c. 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) **[X] 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 (EXCLUDING SAFE HARBOR MATCH AND ADDITIONAL MATCH UNDER SECTION 3.05) **(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 (g); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4) or (5))*:

[*Note: If the Employer wishes to make any Matching Contributions that satisfy the ACP safe harbor, the Employer should make these Elections under Election 24, and not under this Election 22.*]

	(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"]
(a) [ ] **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** - tiered		_____	_____	[ ]	[ ]
Elective Deferral %	**Matching Rate**				
(e.g., up to 3) ______%	______%				
(e.g., more than 3 up to 5) ______%	______%				
______%	______%				
______%	______%				
(c) [ ] **Fixed** - Years of Service		_____	_____	[ ]	[ ]
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(c) 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.

(d) **[ ]** **Fixed** - Based on age at end of period ____ ____ [ ] [ ]

Age	Matching Rate
______	______%
______	______%
______	______%
______	______%

(e) **[ ]** **Fixed** - Job location or classification (must be objectively determinable) ____ ____ [ ] [ ]

Location or Class	Matching Rate
________	______%
________	______%
________	______%
________	______%

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

(g) **[X]** **Describe:** An amount equal to 9% of such eligible Participant's Compensation provided an eligible Participant's Elective Deferrals equal or exceed 5% of the eligible Participant's Compensation. (Matching Contributions for faculty members on sabbatical will be calculated on the faculty members full base pay, not the reduced base pay being paid during the sabbatical period).
(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.)

[*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):*

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

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

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

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

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

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

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

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

(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)

[*Note: Regardless of the Employer's elections in Election 23, a safe harbor 403(b) Plan under Section 3.05 will apply all Matching Contributions to Catch-Up Deferrals.*]

24. <u>SAFE HARBOR CONTRIBUTIONS/ADDITIONAL MATCHING CONTRIBUTIONS</u> **(3.05)**. The Employer under Election 6(f) will (or in the case of the Safe Harbor Nonelective Contribution may) contribute the following Safe Harbor Contributions described in Section 3.05(E) and will or may contribute Additional Matching Contributions described in Section 3.05(F). *(Choose one of (a) through (e); skip this Election 24 if Election 6(f) is not selected. Complete (f) and (i). Choose (g), (h) and/or (j) if applicable.):*

(a) **[ ]** **Safe Harbor Nonelective Contribution (including QACA).** The Safe Harbor Nonelective Contribution equals _____% of a Participant's Compensation. [*Note: The amount in the blank must be at least 3%. The Safe Harbor Nonelective Contribution applies toward (offsets) most other Employer Nonelective Contributions. See Section 3.05(E)(11).*]

(b) **[ ]** **Safe Harbor Nonelective Contribution (including QACA)/delayed year-by-year election (maybe and supplemental notices).** In connection with the Employer's provision of the maybe notice under Section 3.05(I)(1), the Employer elects into safe harbor status by giving the supplemental notice and by making this Election 24(b) to provide for a Safe Harbor Nonelective Contribution equal to _____% *(specify amount at least equal to 3%)* of a Participant's Compensation. This Election 24(b) and safe harbor status applies for the Plan Year ending: _________________ *(specify Plan Year end)*, which is the Plan Year to which the Employer's maybe and supplemental notices apply.

[*Note: An Employer distributing the maybe notice can use Election 24(b) without completing the year. Doing so requires the Plan to perform Current Year Testing unless the Employer decides to elect safe harbor status. If the Employer wishes to elect safe harbor status for a single year, the Employer must amend the Plan to enter the Plan Year end above.*]

(c) **[ ]** **Basic Matching Contribution.** A Matching Contribution equal to 100% of each Participant's Elective Deferrals not exceeding 3% of the Participant's Compensation, plus 50% of each Participant's Elective Deferrals in excess of 3% but not in excess of 5% of the Participant's Compensation. See Sections 1.47(D) and 3.05(E)(4). *(Complete (1).)*:

(1) **Time period.** For purposes of this Election 24(c), "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: ____________. [*Note: The Employer must complete the blank line with the applicable time period for computing the Basic Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."*]

(d) **[ ]** **QACA Basic Matching Contribution.** A Matching Contribution equal to 100% of a Participant's Elective Deferrals not exceeding 1% of the Participant's Compensation, plus 50% of each Participant's Elective Deferrals in excess of 1% but not in excess of 6% of the Participant's Compensation. *(Complete (1).)*: [*Note: This election is available only if the Employer has elected the QACA automatic deferrals provisions under Election 19.*]

(1) **Time period.** For purposes of this Election 24(d), "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: ____________. [*Note: The Employer must complete the blank line with the applicable time period for computing the QACA Basic Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."*]

(e) **[ ]** **Enhanced Matching Contribution (including QACA).** See Sections 1.47(E) and 3.05(E)(6). *(Choose (1) or (2) and complete (3) for any election.)*:

(1) **[ ]** **Uniform percentage.** A Matching Contribution equal to _____% of each Participant's Elective Deferrals but not as to Elective Deferrals exceeding _____% of the Participant's Compensation.

(2) **[ ]** **Tiered formula.** A Matching Contribution equal to the specified matching rate for the corresponding level of each Participant's Elective Deferral percentage. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by the Participant's Compensation.

	Elective Deferral Percentage	**Matching Rate**
(e.g., up to 5)	_____	____%
(e.g., more than 2 up to 5)	_____	____%
	_____	____%

(3) **Time period.** For purposes of this Election 24(e), "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: ____________. [*Note: The Employer must complete the blank line with the applicable time period for computing the Enhanced Match, such as "each payroll period," "each calendar month," "each Plan Year quarter" or "the Plan Year."*]

[*Note: The matching rate may not increase as the Elective Deferral percentage increases and the Enhanced Matching formula otherwise must satisfy the requirements of Code §§401(k)(12)(B)(ii) and (iii) (taking into account Code §401(k)(13)(D)(ii) in the case of a QACA). The Employer also must limit Elective Deferrals taken into account for the Enhanced Matching Contribution to a maximum of 6% of Plan Year Compensation.*]

(f) **Participants who will receive Safe Harbor Contributions.** The allocation of Safe Harbor Contributions *(Choose (1) or (2). Choose (3) if applicable.)*:

(1) **[ ]** **Applies to all Participants.** Applies to all Participants except as may be limited under Election 24(g).

(2) **[ ]** **NHCEs only.** Is limited to NHCE Participants only and may be limited further under Election 24(g). The Employer may, however, make a discretionary Safe Harbor Contribution to one or more HCEs in a percentage or rate allocated that does not exceed the percentage or rate allocated to the NHCEs as a Safe Harbor Contribution.

(3) **[ ]** **Applies to all Participants except Collective Bargaining Employees.** Notwithstanding Elections 24(f)(1) or (2), the Safe Harbor Contributions are not allocated to Collective Bargaining (union) Employees and may be further limited under Election 24(g).

(g) **[ ] Early Elective Deferrals/delay of Safe Harbor Contribution.** The Employer under this Election 24(g) applies the rules of Section 3.05(D) to limit the allocation of any Safe Harbor Contribution under Election 24 for a Plan Year to those Participants who the Plan Administrator in applying the Otherwise Excludible Employee rule described in Section 4.06(C), treats as benefiting in the disaggregated plan covering the Includible Employees.

(h) **[ ] Another plan.** The Employer will make the Safe Harbor Contribution to the following plan: ____________________.

(i) **Additional Matching Contributions.** See Sections 1.47(F) and 3.05(F). *(Choose (1) or (2).)*:

(1) **[ ] No Additional Matching Contributions.** The Employer will not make any Additional Matching Contributions to its safe harbor Plan.

(2) **[ ] Additional Matching Contributions.** The Employer will or may make the following Additional Matching Contributions to its safe harbor Plan. *(Choose one or more of a., b., and c.)*:

a. **[ ] Fixed Additional Matching Contribution.** The following Fixed Additional Matching Contribution *(Choose (i) or (ii). Complete (iii).)*:

(i) **[ ] Uniform percentage.** A Matching Contribution equal to _____% of each Participant's Elective Deferrals but not as to Elective Deferrals exceeding _____% of the Participant's Compensation.

(ii) **[ ] Tiered formula.** A Matching Contribution equal to the specified matching rate for the corresponding level of each Participant's Elective Deferral percentage. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by the Participant's Compensation.

	Elective Deferral Percentage	Matching Rate
(e.g., up to 2)	_____	_____%
(e.g., more than 2 up to 5)	_____	_____%
	_____	_____%

(iii) **Time period.** For purposes of this Election 24(i)(2)a., "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: ____________________.

[*Note: The Employer must complete the blank line with the applicable time period for computing the Additional Match, e.g., each payroll period, each calendar month, each Plan Year quarter OR the Plan Year. If the Employer elects a match under both (i) and (ii) and will apply a different time period to each match, the Employer may indicate as such in the blank line.*]

b. **[ ] Discretionary Additional Matching Contribution.** The Employer may make a Discretionary Additional Matching Contribution. If the Employer makes a Discretionary Matching Contribution, the Discretionary Matching Contribution will not apply as to Elective Deferrals exceeding _____% (may not exceed 6%) of the Participant's Compensation and the total discretionary Matching Contribution will not exceed 4% of Compensation.

(i) **Time period.** For purposes of this Election 24(i)(2)b., "Compensation" and "Elective Deferrals" mean Compensation and Elective Deferrals for: ____________________.

[*Note: The Employer must complete the blank line with the applicable time period for computing the Additional Discretionary Matching Contribution, e.g., each payroll period, each calendar month, each Plan Year quarter OR the Plan Year. If the Employer fails to specify a time period, the Employer is deemed to have elected to compute its Additional Matching Contribution based on the Plan Year.*]

c. **[ ] Describe Additional Matching Contribution formula and time period:** ____________________.

[*Note: For any and all Matching Contributions, including Fixed Additional Matching Contributions and Discretionary Additional Matching Contributions: (i) the matching rate may not increase as the Elective Deferral percentage increases; (ii) no HCE may be entitled to a greater rate of match than any NHCE; (iii) the Employer must limit Elective Deferrals taken into account for the Additional Matching Contributions to a maximum of 6% of Plan Year Compensation; (iv) the Plan must apply all Matching Contributions to Catch-Up Deferrals; and (v) in the case of a Discretionary Additional Matching Contribution, the contribution amount may not exceed 4% of the Participant's Plan Year Compensation.*]

(j) **[ ] Multiple Safe Harbor Contributions in disaggregated Plan.** The Employer elects to make different Safe Harbor Contributions and/or Additional Matching Contributions to disaggregated parts of its Plan under Treas. Reg. §1.401(k)-1(b)(4) as follows:

____________________.

(Specify contributions for disaggregated plans, e.g., as to collectively bargained employees, a 3% Nonelective Safe Harbor Contribution applies and as to non-collectively bargained employees, the Basic Matching Contribution applies).

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 are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. *(Choose one or more of (a) through (d) as applicable.)*:

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

(b) **[ ]** **Fixed.** *(Choose one or more of (1) through (6). 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).*

(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) **[ ]** **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)(6) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (5) (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).*]

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

[*Note: Under the permitted disparity allocation method, the Employer contribution is allocated based on a percentage of Compensation (the base percentage) plus a percentage (up to the maximum disparity percentage) of Compensation in excess of the amount elected in (1) or (2) above.*]

(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) **[ ]** **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) Safe Harbor Contributions; (3) Mandatory Employee Contributions; (4) Employee (after-tax) Contributions; (5) Additional Matching Contributions; or (6) Rollover Contributions. To receive an allocation of Matching Contributions, non-safe harbor Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) *(Choose (a) or (b).)*:

(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 (4). Choose Contribution Type as applicable.)*:

[*Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(4) or as provided in Section 3.04(C)(2) regarding Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply. The Employer under Election 28(b)(4) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year.*]

			(1) Matching, Nonelective and Forfeitures		**(2) Matching**	**(3) Nonelective**	**(4) Forfeitures**
(1)	[ ]	**None.**	**N/A** (See Election 28(a))		[ ]	[ ]	[ ]
(2)	[ ]	**Last day of the Plan Year.**	[ ]	**OR**	[ ]	[ ]	[ ]
(3)	[ ]	**1,000 Hours of Service in the Plan Year** (182 consecutive days in Plan Year if Elapsed Time).	[ ]	**OR**	[ ]	[ ]	[ ]

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

29. ALLOCATION CONDITIONS - APPLICATION/WAIVER/SUSPENSION **(3.06(D)/(F))**. Under Section 3.06(D), in the event of Severance from Employment (or paid leave of absence) 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). Choose (c), (d) or (e) if applicable.)*:

[*Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(4) or as provided in Section 3.04(C)(2) regarding Operational QNECs, 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.

(b) **[ ]** **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment (or is on a paid leave of absence), apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability, attainment of Normal Retirement Age or Early Retirement Age, or is on a paid leave of absence, as specified, and as applied to the specified Contribution Types/forfeitures *(Choose one or more of (1) through (5). 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**	[ ]	[ ]	[ ]
(5)	**[ ]**	**Paid Leave of Absence.**	[ ]	**OR**	[ ]	[ ]	[ ]

Suspension. The suspension of allocation conditions of Section 3.06(F) (Code Section §410(b) fail-safe provisions) does not apply unless otherwise elected below *(Choose (c), (d) or (e) if applicable.)*:

(c) **[ ]** **Both.** Applies both to Nonelective Contributions and to Matching Contributions.

(d) **[ ]** **Nonelective.** Applies only to Nonelective Contributions.

(e) **[ ]** **Match.** Applies only to Matching Contributions.

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 may first apply forfeitures to pay Plan expenses.*] 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 (d) and choose Contribution Type as applicable.)*:

			(1) All Forfeitures		**(2) Nonelective Forfeitures**	**(3) Matching Forfeitures**
(a)	**[ ]**	**Reduce Nonelective.** Apply to Nonelective Contribution.	[ ]	**OR**	[ ]	[ ]
(b)	**[X]**	**Reduce Match.** Apply to Matching Contribution.	[X]	**OR**	[ ]	[ ]
(c)	**[ ]**	**Pro rata.** Allocate pro-rata based on Compensation.	[ ]	**OR**	[ ]	[ ]

(d) **[ ]** **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 to the extent allowed by the Vendor *(Choose (a) or (b); also see Election (c)(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 and the Vendor with regard to the following amounts. *(Choose one.)*

(1) **[X]** Only otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or January 1, 2018 (enter later effective date if applicable).

(2) **[ ]** Otherwise distributable and 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. ANNUAL TESTING ELECTIONS **(4.06(B))**. The Employer makes the following Plan specific annual testing elections under Section 4.06(B). These elections under (a) and (b) are effective for the Plan Years indicated and remain in effect until the Employer amends the Plan. *(Complete (a) and choose (b) and/or (c) if applicable):*

(a) **ACP test/Safe Harbor.** *(Choose (1), (2) or (3))*:

(1) **[ ] Not applicable.** The Plan does not permit Matching Contributions or Employee Contributions.

(2) **[X] ACP test applies.** *(Choose a. or b.)*:

a. **[ ] Current year testing method.**

b. **[X] Prior year testing method.**

(3) **[ ] Safe Harbor.** The Plan does not apply the ACP test.

HCE determination. The Top-Paid Group election and the calendar year data election are not used unless elected below *(Choose one or both of (b) and (c) if applicable.)*:

(b) **[ ] Top-paid group election applies.**

(c) **[ ] Calendar year data election (fiscal year Plan only) applies.**

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)*:

[*Note: For any of these elections at (a) through (c), Normal Retirement Age may not exceed the later of age 65 or the 5th anniversary of joining the Plan.*]

(a) **[X] Specific age.** The date the Participant attains age _65_ *(may not exceed 65).*

(b) **[ ] Age/participation.** The later of the date the Participant attains age _____ *(may not exceed 65)* or the _____ *(may not exceed 5th)* anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.

(c) **[ ] 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 (d), (e) or (f))*:

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

(e) **[ ] 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 (e)(iii) is selected, "Years of Service" under this Election means Years of Service for vesting in Elections 37 and 38.

(f) **[ ] 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) **[ ] Death.**

(b) **[ ] Disability.**

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

36. VESTING SCHEDULE **(5.03)**. A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Safe Harbor Contributions (other than QACA Safe Harbor 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, except that the vesting schedule in (c) applies only to QACA Matching Contributions or to Nonelective Contributions in a QACA *(Choose (a) or (b); choose (c) only if the Plan is a QACA. Choose (d) if applicable.)*:

[*Note: The Employer must provide immediate 100% vesting if the Service condition under Election 14 exceeds one Year of Service or is more than twelve months.*]

(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. The Employer must elect 36(a) if the eligibility Service condition under Election 14 as to all Contribution Types (except Elective Deferrals and Safe Harbor Contributions) exceeds one Year of Service or more than 12 months. The Employer must elect 36(b)(1) as to any Contribution Type where the eligibility service condition exceeds one Year of Service or more than 12 months.*]

(b) **[ ] Vesting schedules:** Apply the following vesting schedules to any Account other than QACA Safe Harbor Contributions *(Choose one or more of (1) through (4))*:

	(1) All Contributions		**(2) Nonelective**	**(3) Matching**	**(4) Additional Matching** (see Section 3.03)
(1) **[ ] Immediate vesting.**	**N/A**		**[ ]**	**[ ]**	**[ ]**
(2) **[ ] 6-year graded.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(3) **[ ] 3-year cliff.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**
(4) **[ ] Modified Schedule.**	**[ ]**	**OR**	**[ ]**	**[ ]**	**[ ]**

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

[*Note: The vesting schedule must be at least as rapid at each point in the schedule as a 6-year graded or 3-year cliff.*]

(c) **[ ] QACA vesting schedule:** Apply the following vesting schedule to QACA Safe Harbor Contributions. *(Choose (1), (2) or (3) if the Plan is a QACA)*:

(1) **[ ] 2-year cliff.** 100% Vested after the Participant completes 2 Years of Service.

(2) **[ ] Immediate vesting.** 100% Vested at all times.

(3) **[ ] Modified**

Years of Service	**Vested %**
Less than 1	___%
1	___%
2	100%

(d) **[ ] Special vesting provisions:** ____.

[*Note: Any special vesting provision specified under Election 36(d) must be definitely determinable. The vesting schedule must be at least as rapid at each point in the schedule as a 6-year graded or 3-year cliff.*]

37. <u>YEAR OF SERVICE - VESTING</u> **(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(c), 25(b)(4) or Election 34(e)(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: The number may not exceed 1,000. 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. <u>EXCLUDED YEARS OF SERVICE - VESTING</u> **(5.05(C))**. The Plan excludes the following Years of Service for purposes of vesting *(Choose one or more of (a) through (c) 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) **[ ] Other exclusions:** ____.

[*Note: Any exclusion specified under Election 38(c) must be definitely determinable, must comply with ERISA §203 and not discriminate in favor of HCEs.*]

ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE

39. <u>POST-SEVERANCE DISTRIBUTIONS</u>. To the extent permitted by the Investment Arrangement Documentation, 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) **[X] No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

(2) **[ ] Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation and the Participant's Accumulated Benefit does not exceed the Mandatory Distribution amount.

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

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

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

c. **[ ] Specify amount:** $_______ (may not exceed $5,000).

[*Note: This election only applies to the Mandatory Distribution maximum amount.*]

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.)*

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. **[ ] 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) **[ ] 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) **[X] Installments.**

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

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

(6) **[ ] Describe distribution method(s): ____.**

[*Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from 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; (ii) not be subject to Employer or Plan Administrator discretion; (iii) be nondiscriminatory; and (iv) preserve Protected Benefits as required.*]

(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.

[*Note: Election (c)(2) will only apply to the extent the Investment Contract does not require a distribution method.*]

(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; (ii) not be subject to Employer or Plan Administrator discretion; (iii) be nondiscriminatory; and (iv) preserve Protected Benefits as required.*]

(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))**. To the extent permitted by the Investment Arrangement Documentation, 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 any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. 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 (7).)*:

[*Note: Unless the Employer elects otherwise in Election (b)(7) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Matching Contributions includes Additional Matching Contributions (irrespective of the Plan's ACP testing status); 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.*]

			(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account	(6) Safe Harbor Contrib.
(1)	[ ]	**None.** Except for Election 40(a) exceptions.	**N/A** (See Election 40(a))	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(2)	**[X]**	**Age** *(Choose one or more of a. through e.)*						
a.	**[ ]**	**Age _____** *(must be at least 59 1/2)*.	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
b.	**[ ]**	**Age _____** *(may be less than 59 1/2)*.	**N/A**	**N/A**	**[ ]**	**[ ]**	**N/A**	**N/A**
c.	**[X]**	**Age 59 1/2**	**[ ] OR**	**[X]**	**[X]**	**[ ]**	**[X]**	**[ ]**
d.	**[ ]**	**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**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
e.	**[ ]**	**Upon attaining Normal Retirement Age** *(Normal Retirement Age must be at least 59 1/2.)*	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(3)	**[X]**	**Hardship**	**N/A**	**[X]**	**[X]**	**[ ]**	**N/A**	**N/A**
(4)	**[ ]**	**Disability.**	**[ ] OR**	**[ ]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**
(5)	**[X]**	**Qualified Reservist Distribution.** See Section 6.01(D)(10).	**N/A**	**[X]**	**N/A**	**N/A**	**N/A**	**N/A**
(6)	**[X]**	**Deemed Severance Distribution.** See Section 6.11.	**[ ] OR**	**[X]**	**[ ]**	**[ ]**	**[ ]**	**[ ]**

(7) **[X]** **Describe:** The safe harbor hardship provisions of Section 6.07(C) will apply to Elective Deferrals. The non-safe harbor hardship provisions of Section 6.07(A) will apply to Matching Contributions.

[*Note: The Employer under Election 40(b)(7) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof (e.g., as to any Participant group or Accounts). An Employer's election under Election 40(b)(7) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory; and (v) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).*]

41. [Reserved]

42. JOINT AND SURVIVOR ANNUITY REQUIREMENTS **(6.04)**. Subject to the terms of the Investment Arrangement Documentation, the joint and survivor annuity distribution requirements of Section 6.04 *(Choose (a) or (b).)*:

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

(b) **[ ]** **Profit sharing plan exception.** Section 6.04 does not apply to an Exempt Participant, as described in Section 6.04(G)(1), but does apply to any other Participants (or to a portion of their Account as described in Section 6.04(G) such as assets attributable to a money purchase plan):

One-year marriage rule. Under Section 7.05(A)(3) relating to an Exempt Participant's Beneficiary designation under the profit sharing exception *(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 and the Plan's loan policy (if any).

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 Rollovers.** 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.

45. [Reserved]

STANDARD PROVISIONS - DO NOT APPLY. Some Provisions referenced in the Basic Plan Document will not apply including the following provisions:

1. **QNEC (Plan-Designated)**
2. **Multiple Employer Plans**
3. **Appendix C**

Plan Execution

Employer: Hampden-Sydney College

Date: [signed electronically]

Signed: [signed electronically]

[print representative name/title]

Vendor:

[vendor signature is optional]

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

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: TIAA
Address: 8500 Andrew Carnegie Blvd
Charlotte, North Carolina 28262-8500
Telephone: 888-842-7782

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 (s).)*:

[*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) **[X]** **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 g are effective: January 1, 2009 .

(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) **[X]** **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) 14b *(specify 14 - 17 as applicable)* are effective: February 1, 2019 .

(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) **[X]** **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) 22g *(specify 22 - 23 as applicable)* are effective: January 1, 2009 .

(j) **[ ]** **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ *(specify 25 - 26 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)*: Effective January 1, 2009 , Predecessor Employer Service: Service with any non-profit institution of higher education immediately prior to employment with the Employer for purposes of eligibility, vesting, and allocation of contributions shall be counted.

(r) **[ ]** **403(b) safe harbor (3.05).** The 403(b) safe harbor provisions under Election(s) 24 _____ are effective: _______.

(s) **[ ]** **Testing elections (4.06(B)).** The testing elections under Election(s) 33 _____ are effective: _______.

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 (h).)*:

[*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) **[ ]** **Participation (Article 2) overrides.** *(Choose one or more if applicable.)*:

(1) **[ ]** **One-year hold-out rule (2.03(D)).** The one-year hold-out Break in Service rule under Code §410(a)(5)(C) applies.

(2) **[ ]** **Rule of parity (2.03(E)).** The Plan applies the "rule of parity" under ERISA §202(b)(4).

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

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

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

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

c. **[ ]** **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. **[ ]** **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) **[ ]** Elective Deferrals

(ii) **[ ]** Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)

(iii) **[ ]** Nonelective Contributions

(iv) **[ ]** QNECs (including any Safe Harbor Nonelective Contributions)

(v) **[ ]** Rollovers

(vi) **[ ]** Transfers

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

(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) **[ ]** **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.

(d) **[X]** **Distribution (Article 6) overrides.** *(Choose one or more of (1) or (2) 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:** ____________________

[*Note: The Employer under this Election (d)(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 (d)(1)e in Appendix B must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; and (iv) be nondiscriminatory.*]

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

(e) **[ ]** **Administrative overrides (Article 7).** *(Choose one or more of (1) and/or (2) 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) **[ ]** **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 3.08(E) related to In-Plan Roth Rollover Contributions, 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.*]

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

(1) **[ ]** **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. **[ ]** 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 a uniform, nondiscriminatory manner, and 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 or to other plans, the Plan allows transfers to this Plan or to other plans as elected below *(Choose a., b., and/or c. if applicable)*:

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

b. **[X]** The Plan allows transfers to other plans.

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

Eligible Employees. If transfers to this Plan are allowed (i.e., a. is selected), then such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose d., e. or f. if applicable)*:

d. **[ ]** current employees only.

e. **[X]** current and former Employees.

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

(g) **[ ]** **Protected Benefits (9.02(C)).** The following Protected Benefits no longer apply to all Participants or do not apply to designated amounts/Participants as indicated: *(specify the Protected Benefits)*.

(1) **[ ]** ____

(2) **[ ]** ____

(3) **[ ]** ____

(h) **[ ]** **Distributions under a QDRO (6.05).** In lieu of Section 6.05(A), permitting a distribution to an alternate payee under a QDRO at any time irrespective of whether the Participant has attained his/her earliest retirement age, the following applies *(Choose (1), (2) or (3))*:

(1) **[ ]** Participant must meet a distribution event in order for the alternate payee to take a distribution.

(2) **[ ]** Participant must terminate employment in order for the alternate payee to take a distribution.

(3) **[ ]** Participant must meet earliest retirement age as defined under Code §414(p)(4)(B) in order for the alternate payee to take a distribution (includes distribution event).

APPENDIX C
[RESERVED]

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Document	Document Id
403(b) Adoption Agreement	196406

Signer Name	Role	Date
Sue Carter	Employer	04/12/2019 02:37:24 PM ET