MidAmerica

Dear San Leandro Unified School District,

MidAmerica Administrative & Retirement Solutions is committed to providing Public Sector Employers with high quality benefit programs that drive significant value to employees and provide significant cost savings to employers.

In 2009, MidAmerica expanded our service offering to include 403(b) / 457(b) TPA Services, thereby providing a high-quality compliance service that relieved educational employers of the administrative burdens imposed by the new regulations.

In the spirit of our commitment to become the most respected provider of funded health and welfare and retirement benefits for the public sector, we constantly look for ways to improve our services as the market evolves. As a result of continual and careful evaluation, we have determined that partnering with TSA Consulting Group, Inc. (TSACG) and having them provide 403(b) / 457(b) TPA Services ensures that your employees will continue to receive the high level of service they have been accustomed to.

The transition to TSACG will not result in any fee structure changes and will only result in minor changes to processes and procedures for you and your participants. In fact, through the efficiencies obtained by TSACG's custom built administration systems, processing times will be compressed, and your payroll staff will enjoy a more streamlined payroll process.

While your 403(b) / 457(b) Compliance services will be transitioning to TSACG, MidAmerica will continue to provide our core service offerings which include 3121 FICA Alternative Plans, Special Pay Plans for the payment of accumulated leave, Health Reimbursement Arrangements for active employees and retirees, GASB OPEB Trusts, and Flexible Spending Accounts.

This package includes the implementation forms and materials needed to transition your plan to TSACG, including a full plan restatement on an IRS approved plan document. For your convenience, we have pre-filled the forms with your existing plan information. TSACG also has a dedicated staff to help you through a step-by-step implementation process and can answer any questions you may have.

We thank you for your dedication and trust in us to provide administrative and compliance services for your 403(b) / 457(b) plan. We look forward to working with you through your plan transition. If you have any questions, please feel free to contact our Account Management team at AccountManagement@myMidAmerica.com to schedule a call.

Sincerely,

Trent Teesdale, CEBS
SVP of Business Development

Administration Office
402 South Kentucky Ave, Ste 500
Lakeland, FL 33801

Corporate Headquarters
One Harbour Place
777 South Harbour Island Blvd, Ste 390
Tampa, FL 33602

P: 800-430-7999
F: 863-686-9727

www.MyMidAmerica.com

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October 29, 2018

Important Note:
In the event that this communication was misdirected, please forward to the primary contact for the 403(b)/457(b) retirement plans.

Re: Proposed Enhancements and Modification of Existing Contract - 403(b)/457(b) Plan Administration Services Formerly Provided under Contract with MidAmerica Administrative & Retirement Solutions, Inc. (MidAmerica)

Dear San Leandro Unified School District:

Please accept this letter and notice regarding our assumption of the contractual obligations between you, the employer, and MidAmerica Administrative & Retirement Solutions, Inc. (MidAmerica). TSA Consulting Group, Inc. "TSACG" and MidAmerica entered into a mutual agreement for TSACG to acquire the 403(b) and 457(b) clients currently being serviced by MidAmerica. *Please see attached letter from MidAmerica.*

TSACG has assumed all contractual obligations included in the current contract with MidAmerica; therefore, there is no break in services to employers or participants. Each investment provider in your plan is being notified of the change in administration, and transactions and remittances will continue without interruption.

Revised Plan administration agreements and related documents have been included with this letter. These will maintain the existing administration fee structure while enhancing the level of services to participants and employers and the operational compliance for each Plan. The provisions of the enclosed Plan Document(s) are those we most commonly recommend to our clients to help ensure plan compliance; these may vary slightly from your current document. More specifically, we encourage you to review Section 13 regarding eligibility given the recent IRS focus regarding this plan provision. Further, please review the authorized plan provider(s). Should you have questions regarding plan provisions or authorized providers, please contact us. Please execute and return these documents by December 1, 2018.

We look forward to working with you and anticipate that our enhanced Compliance and Administration Services will benefit plan participants and district personnel. We are providing the following information to answer common questions you may have concerning the ongoing administration of your plan(s) and to assure you that TSACG is committed to providing unmatched protections and services for you and the participants in your plan(s). Please review the questions and answers that follow:

Facts about TSA Consulting Group, Inc.

TSACG is an independent provider of retirement plan compliance and administration services to public education (K-12 and college) employers. Our firm was founded in 1997, and is committed solely to providing these services. We do not market investment products or offer investment advice to the employees of our clients, nor are we affiliated with any investment provider organization. TSACG is currently contracted with over 2,100 school districts and colleges in forty-six states representing over 1.6 million employees and nearly 34 billion in assets under administration. It should be noted that 17 of the 50 largest, including 7 of the top 10, school districts in the U.S. are clients of our firm.

What services will TSACG provide for employers and participants?

Comprehensive, Independent Plan Administration. Our Compliance Edge® program includes every service component necessary for plan compliance according to current IRS regulations.

Employer Services
Employer services are tailored to minimize employer risk, while enhancing employee perception and participation in the plan. Specific services provided in TSACG's trademarked Compliance Edge® contract include:

- Contractual IRS Compliance Guarantee
- Comprehensive Plan evaluation
- Onsite IRS audit assistance
- Provider evaluations and service agreements
- IRS Approved Volume Submitter Plan Document
- Salary Reduction Agreement Processing Services
- Continuous aggregation of Plan level data
- Review and authorization of all plan distributions including transfers, exchanges, loans, hardship withdrawals, qualified domestic relations orders, rollovers, etc.
- Online Plan distribution services available 24/7 along with plan sponsor specific Web pages
- Toll-free customer services call center
- Secure online common remittance services
- Contribution monitoring with corrective assistance for prior years if needed
- A comprehensive Financial Resource Center created for the specific needs of public education employees
- Employee educational materials (Universal Availability) specific to the plan - developed and produced in-house by TSACG

Online Distribution Processing
TSACG maintains an advanced Web-based system for use by participants and advisors. This online system allows participants and advisors alike to gain immediate approval certification for eligible distributions. Further, all distribution requests may be submitted in this manner, even those that require supporting documentation such as Hardship and Unforeseeable Emergencies. TSACG's online distribution system is available 24 hours a day, seven days a week.

Common Remitter Services
TSACG's proprietary common remitter system allows our clients to combine and submit multiple provider remittances into one transmission utilizing a secure Web-based application. In addition to the use of our common remitter system for the submission of remittance data, our firm recommends transmitting funds to us via ACH/wire. This method allows our firm to process participant contributions in the most expeditious manner possible. For example, monies and data received electronically and in good order (the remittance detail balances to the ACH/wire amount) are processed and released via ACH to each investment provider on the day of receipt. Our common remitter service handles over $1.4 billion in contributions annually.

What are the minimum requirements for investment provider organizations?

Minimum requirements for investment providers depend, in part, on the provisions of your 403(b)/457(b) Plan. The availability of participant loans is an important benefit for most plans. Where loans are available, investment providers are required to transmit plan level data to TSACG on a monthly basis in an electronic file equal to or incorporating all necessary fields included in the format developed by the SPARK Institute, Washington, D.C. Further, providers must only use compliant annuity contracts or mutual funds held in appropriate custodial accounts. Finally, each provider must not process participant distribution transactions without the prior approval of the Plan Sponsor or their designated plan administrator (TSACG).

When will participant contributions be remitted through TSACG?

TSACG will contact each employer directly following the receipt of our updated contracting documents to review our remittance information and processes. MidAmerica will continue providing remittance services until the transition has been made to TSACG. All remittance service transitions will be completed as soon as possible following the effective date of the updated contracting documents.

When will participant distribution requests be handled by TSACG?

TSACG will begin reviewing and authorizing distribution requests effective January 1, 2019. To expedite the authorization process, we recommend using our firm's online distribution system. This system may be accessed on TSACG's webpage at www.tsacg.com. Additional information regarding the distribution authorization process will be emailed to you in the coming weeks.

Where will I find information such as forms and our Plan's authorized provider list?

TSACG will host a page for each employer which houses forms such as Salary Reduction Agreements and also lists the authorized providers for your 403(b) and/or 457(b) Plans. This page will be available on January 1, 2019. Your page may be accessed from www.tsacg.com by selecting "Plan Sponsor Pages" then navigating by state and employer.

Please contact us directly with any further questions you may have at (888) 777-5827 or e-mail us at programservices@tsacg.com.

TSA Consulting Group, Inc.
www.tsacg.com

Checklist - Transition Documents

Please use the checklist to ensure that all documents have been executed.

Document	Action	☒
TSACG's Retirement Plan Compliance and Administration Services Agreement	Review and Sign. (Pages 6, 12, 16, 17)	☐
Active Investment Provider Service Agreement (TSACG will forward to providers)	Review and Sign. (Page 21)	☐
Inactive (Simplified) Investment Provider Service Agreement (TSACG will forward to legacy providers as needed)	Review and Sign. (Page 23)	☐
403(b) Plan Document & Adoption Agreement	Review and Sign. (Page 73)	☐
457(b) Plan Document & Adoption Agreement	Review and Sign (Page 100)	☐

Please note: If you do not wish to execute and return the documents via RightSignature, you may print, scan, and forward the executed documents to TSACG at the following address: **programservices@tsacg.com.**

Or by mail to:

TSA Consulting Group, Inc.
73 Eglin Parkway NE, Suite 202
Fort Walton Beach, FL 32548

Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding "Agreement," effective as of January 1, 2019, between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as "TSACG") whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the San Leandro Unified School District, 835 East 14th St. Suite 200, San Leandro, CA 94577, hereinafter referred to as "Plan Sponsor."

PURPOSE: Plan Sponsor wishes to retain the services of TSACG to provide retirement plan consulting, compliance and administration services to the Plan Sponsor for the Plan Sponsor's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and TSACG is willing to provide such services.

1. TSACG agrees that, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting, plan administration services and IRS compliance guarantee as set forth in the "Compliance Edge Services,"; "IRS Compliance Guarantee"; "Plan Administration Agreement"; "Plan Administration Fee Schedule"; and "Fee Schedule" all of which are attached and incorporated herein referred to as the "Agreements." If the Plan Sponsor elected the option of common remitting services with the prior administrator, the "EPARS Subscription Agreement"; and "EPARS Subscription Adoption Agreement," are incorporated herein as part of the "Agreements."

2. Plan Sponsor agrees that it will render to TSACG all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in "Plan Sponsor Duties," attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSACG shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.

3. Plan Sponsor agrees that TSACG shall be remunerated for such consulting, compliance and administration services by the authorized Investment Providers participating in the Plan(s), also known as Compliance Edge®, at the stated rate and methods shown in the Plan Administration Agreement Fee Schedule and Fee Schedule attached and herein incorporated by reference.

4. TSACG shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSACG shall make no representation as an agent or employee of the Plan Sponsor. TSACG shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSACG shall be responsible for all taxes as an independent consultant and/or administrator. TSACG shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.

5. TSACG agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in the Agreements. TSACG shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSACG will be returned to the Plan Sponsor.

6. TSACG warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of CA, unless preempted by federal law.

8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Alameda County County, CA.

9. TSACG agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSACG, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.

10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.

11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

San Leandro Unified School District	TSA CONSULTING GROUP, INC.
By:_____	By:_____
Name:_____	Name: Janet Williamson
Title_____	Title: Senior VP, Chief Financial Officer
Federal Tax Identification Number:	Federal Tax Identification Number:
94-6002608	59-3451677

Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA Consulting Group, Inc. (TSACG), the following services will be provided by TSACG;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSACG will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.

2. TSACG shall provide an annual review and audit of the previous year's contributions for all employees. TSACG shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.

3. A master file of MAC calculations will be maintained by TSACG during the term of this Agreement.

4. TSACG will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in the Plan Administration Agreement.

5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSACG. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as EPARS Subscription and Adoption Agreement.

6. Employee communications components (meaningful notice) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor's policies and procedures.

7. Video presentations will be produced, distributed and available via online stream by TSACG once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.

8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSACG for information on their retirement plans.

9. TSACG shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and its employees.

10. TSACG expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

IRS Compliance Guarantee

TSA Consulting Group, Inc. (TSACG) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement in effect with TSACG on January 1 of that year. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's plan, and the client incurs financial loss due to that determination, TSACG will reimburse the client for the tax, penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by TSACG for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. TSACG is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)

2. The compliance failure is not related to inaccurate communications or data provided to TSACG for which the client was/is responsible.

3. The client has continually acted in cooperation with the operational directives offered by TSACG relative to the plan audited.

This IRS Compliance Guarantee is effective for contracts dated on or after September 1, 2017.

Plan Sponsor Duties

In accordance with the Agreement between TSACG and the San Leandro Unified School District, the following information and services will be provided by the Plan Sponsor to TSACG;

1. All available data necessary to complete the services provided by TSACG as outlined in the Agreements. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.

2. Distribution of all employee and worksite materials on a timely basis.

3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.

4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSACG by providing any information needed to complete the terms of this Agreement.

5. The Plan Sponsor shall instruct staff to cooperate fully with TSACG regarding the compliance review and in obtaining all necessary information for TSACG to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSACG may impede completion of services as described in this Agreement.

Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of January 2019 by TSA Consulting Group, Inc. ("TSACG") and San Leandro Unified School District ("Plan Sponsor").

WHEREAS, Plan Sponsor has established a __X__ 403(b) Plan and/or a __X__ 457(b) Plan and is authorized to appoint service providers; and
WHEREAS, Plan Sponsor desires to appoint TSACG as the administrator of the Plan(s) established and indicated herein; and
WHEREAS, TSACG is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;
NOW THEREFORE, the parties agree as follows:

1.0 **Designation of TSACG as Administrator.**
Plan Sponsor hereby appoints TSACG as Administrator of the plan(s) established and indicated herein.

2.0 **Responsibilities of TSACG**.
TSACG will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 Plan Documents: TSACG will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 Meaningful Notice: TSACG will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 Forms and Procedures: TSACG will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 Participant Records: TSACG will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSACG from the Plan Sponsor, employees and product providers. Records maintained by TSACG shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSACG shall be entitled to rely on the Plan Sponsor's eligibility determinations.

2.5 Participant Inquiries: TSACG will provide adequate access to participants regarding their records and transactions recorded by TSACG. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 Aggregation of Data: TSACG will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSACG will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 Plan Sponsor Reports: TSACG will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 Technical Assistance: TSACG will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSACG and the Plan Sponsor.

2.9 Other Assistance: TSACG will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

3.0 Responsibilities of the Plan Sponsor.

Plan Sponsor acknowledges that it is responsible for the following:

3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSACG to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSACG.

3.2 Fee Billing and Payment: Plan Sponsor agrees that TSACG will charge fees for its services to the authorized Investment Providers participating in the Plan(s) in accordance with the Plan Administration Fee Schedule. Any changes to the fee schedule will be subject to mutual agreement between TSACG and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.

4.1 Termination: Plan Sponsor or TSACG may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSACG agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.

4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a) To TSACG: TSA Consulting Group, Inc.
Attn: Contracts
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548

b) To Plan Sponsor: San Leandro Unified School District
835 East 14th St. Suite 200
San Leandro, CA 94577

4.3 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSACG from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.

4.4 Assignment: Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

4.5 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides.

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSACG, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated January 1, 2019 (ex: February 1, 2018) shall be entitled to collect the following fees from each authorized investment product provider under the plan:

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant * Account) $20.00 per year billed monthly

Billing Effective Date**: January 1, 2019

*"Participant" is defined as any individual that maintains one or more accounts with assets under the Plan

**The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule (i.e., a January 15 execution date would trigger a March 1 billing date).

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSACG unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).
Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSACG.
Basis for Invoicing - Provider Fees: TSACG shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.
Provider Discretion - Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.
Plan Sponsor Reports: TSACG shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSACG shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:	ADMINISTRATOR:
San Leandro Unified School District	TSA CONSULTING GROUP, INC.
By: _____	By:_____
Name:_____	Name: Janet Williamson
Title: _____	Title: Senior VP, Chief Financial Officer

Execution Date: _____

EPARS Subscription Agreement - Section I

TSA Consulting Group Inc.(TSACG) is owner of a software product known as Electronic Process for Automated Remittance Services or "EPARS," which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

   "Subscription Adoption Agreement" shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

   "Authorized Provider Companies" shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

   "Bank Transfer Agent" shall mean the bank listed in section 8 below, "Bank Transfer Agent" and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

   "Contribution Remittances" shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

   "Designated Entities" shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

   "Employer Data" shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

   "Licensee" shall mean the Employer/User of the EPARS software product.

   "Participant" shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

   "Participant Data" shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

   "Transaction" shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSACG.

3. **Licensee's Obligations**

a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
c) The Licensee acknowledges the role and responsibilities of TSACG to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSACG on a timely basis.
d) The Licensee acknowledges the need to communicate with both TSACG and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSACG nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.

7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSACG be responsible for maintaining any such data for Licensee. TSACG will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.

8. **Bank Transfer Agent** TSACG assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSACG to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

Designated Bank Transfer Agent

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSACG.

10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSACG. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.

11. **Assignment** Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSACG agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.

13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

EPARS Subscription Adoption Agreement - Section II

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

Licensee: Name: San Leandro Unified School District

Address: San Leandro, CA 94577

EPARS Guidelines:

A. Transmission of Employer and Participant Data

The Licensee requires Authorized Provider Companies to accept data in the following manner(s):

EPARS transmission to APC secure File Transfer Protocol (FTP) site.
APC retrieval of Data from EPARS secure FTP site.
Encrypted e-mail or attachment to data transmitted to APC.

Contribution Remittance/ Funds Transmittal Requirements

The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:

ACH transfers of funds to APC bank. (Direct Deposit) and/or
Paper check mailed to APC via regular mail (Digital Signature Required)

☐ **Plan Sponsor elects to implement EPARS**

☐ **Plan Sponsor elects to postpone implementation of EPARS at this time.**

San Leandro Unified School District

By:_____

Name:_____

Title_____

Date: _____

EXHIBIT A
FEE SCHEDULE

403(b) Administration, Compliance, and Common Remitting Services (Governmental Plans)*

- $20.00 per participant per year

Service fees will be billed monthly beginning January 1, 2019.
The fee rate based on service option elections as of the contract date is $20.00.

San Leandro Unified School District	TSA CONSULTING GROUP, INC.
By: _____	By:_____
Name:_____	Name: Janet Williamson
Title: _____	Title: Senior VP, Chief Financial Officer
Execution Date: _____	Date: _____

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403(b) Investment Provider Service Agreement

WHEREAS the **San Leandro Unified School District** (the "Plan Sponsor") maintains the following retirement plan(s) __X__ 403(b) __X__ 457(b) (the "Plan") and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider's custodian or agent (together with its affiliates, the "Provider") designated on the signature page of this Agreement ("Agreement") has offered to provide annuities and/or custodial accounts ("Accounts") that qualify under IRC Sections 403(b) and/or 457(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan's document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider shall:

1. Accounts: Be responsible, with respect to Provider Accounts, for:
   a. Conforming to the terms of the Plan to the extent the Plan does not enlarge the Provider's obligations under its contracts (provided, however, that the Provider shall only be responsible for conforming to such terms as have been provided in writing, either by provision of a copy of the most recent Plan Document, or by provision of written explanation or interpretation of Plan terms by an authorized Plan representative), and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or TSA Consulting Group, Inc., the designated plan administrative service provider ("Administrator").
   b. Reporting applicable state and federal income tax for all distributions from Plan Accounts;
   c. Notifying all participants of required minimum distributions under IRS regulations;
   d. Providing required notices of rollover options to Participants upon a request for an eligible rollover distribution.
   e. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the Administrator;
   f. Providing all participant account information relevant to the Plan to the Plan Sponsor or the Administrator electronically every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit.
2. Forms: Utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor.
3. Investment Products: Market only the specific investment product(s) and services authorized by the Plan Sponsor. Any modifications to authorized investment products must be presented to and approved by the Plan Sponsor prior to any offering under the Plan.
4. Solicitation: Comply with all written directives regarding the solicitation of employees of the Plan Sponsor.
   a.Appropriate State and /or Federal licensure for insurance and/or securities products,
   b.State permits or registration as required for visitation at public school locations,
   c.Business Errors and Omissions coverage of $1,000,000 minimum.

5. Plan Administration Fees: Remit Plan Provider fees, if any, set forth on the Plan Administration Fee Schedule that forms a part of the Plan Administration Agreement between Plan Sponsor and Administrator, annexed to this Agreement, on a timely basis as assessed by the Plan Sponsor and/or Administrator. For purposes of clarification, fees payable by Provider pursuant to the Plan Administration Fee Schedule shall be assessed solely with respect to participants who have accounts with Provider. Changes to such fees shall not be binding on Provider without Provider's advance written consent in the form of a written amendment to this Agreement. Plan Sponsor acknowledges that the sole purpose of annexing its Plan Administration Agreement with Administrator hereto is to recite fees, if any, that Provider hereby agrees to pay and that Provider shall not in any way be responsible for the content of that agreement, become a party to such agreement, or owe any additional responsibility or otherwise be liable to Plan Sponsor or Administrator as a result of that agreement being annexed hereto.
6. Indemnification: Indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees acting in their official capacity from every claim, demand or suit which may arise out of, or be made by reason of the failure of the Provider to meet the requirements of this Agreement only to the extent such losses are the result of the Provider's intentional wrong doing or its negligent actions or omissions. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor, its affiliates or designated representatives or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, and at its option, may assume the defense of and/or settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees acting in their official capacity, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Provider's liability hereunder shall be limited to actual damages and reasonable out-of-pocket legal fees and expenses only.
7. Privacy: Provide to the Plan Sponsor participants documentation of Provider's privacy policies, as required by and in accordance with applicable law, and otherwise upon request.

PLAN SPONSOR DUTIES AND RESPONSIBILITIES. The Plan Sponsor shall:

1. Plan Document: Certify that it is eligible to offer programs under IRC Section 403(b) and/or 457(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. Investment Providers: Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. Contributions: Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. Plan Sponsor Contributions: Transmit and provide a listing of any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. Administrator: Agree to notify the Provider of any specific administrative responsibilities that are allocated to Administrator and, by so notifying Provider, authorize the Provider to share necessary plan information with Administrator in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by Administrator as a representative of the Plan Sponsor.

BOTH PARTIES AGREE that the following terms and conditions are included as part of this Agreement:

1. Information Sharing: That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and/or 457(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) or unforeseen financial emergency withdrawals (as permitted under the 457(b) Plan), qualified domestic relations orders, transfers and any other information necessary to facilitate activities permitted under the terms of the 403(b) and/or 457(b) Plan or tax compliance and reporting.
2. Exclusive Services: Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. Confidentiality: Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, Administrator or Provider. All information shared or exchanged between Plan Sponsor, Administrator and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or Administrator unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. Not Legal Advice: The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. Term of the Agreement: This Agreement shall continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
6. Applicable Law: This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
7. Severability: Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, dated _____ each party acknowledges that it has read this Agreement and agrees to its terms.

AGREED TO:

Plan Sponsor:
San Leandro Unified School District
Address:
835 East 14th St. Suite 200, San Leandro, CA 94577

By:_____
Authorized Representative

Title: _____

Service Provider:

Address:

By: _____
Authorized Representative

Title: _____

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Simplified Information Sharing Agreement

This Simplified Information Sharing Agreement ("Agreement") between San Leandro Unified School District (the "Plan Sponsor") and _____ (the "Vendor") establishes the agreement between Vendor and Plan Sponsor to share information necessary for compliance with 403(b) and/or 457(b) regulations and applicable IRS guidance.

Plan Sponsor represents:

1. That it has adopted or will adopt a written 403(b) and/or 457(b) plan document under which Vendor will not be an authorized investment provider and which may include the cessation of additional contributions for participants in the Plan Sponsor's 403(b) and/or 457(b) plan.

2. Plan Sponsor has contracted with TSA Consulting Group, Inc. (the "Administrator") to act as a third party administrator of the 403(b) and/or 457(b) plan and to coordinate information relating to Plan Sponsor's 403(b) and/or 457(b) plan between the Plan Sponsor and product providers, including the Vendor.

Vendor and Plan Sponsor agree:

3. Each party shall timely exchange information necessary for compliance with the requirements applicable to the Plan Sponsor's 403(b) and/or 457(b) plan, including, but not limited to information on employment status, account balances and transactions on distributions, loans, contract exchanges, and any other information necessary to facilitate activities permitted under the terms of the Plan Sponsor's 403(b) and/or 457(b) plan for proper compliance and reporting requirements. In the event that the Vendor is capable of transmitting data electronically in a file format equal or similar to the standard SPARK file format, TSACG will accept data weekly, monthly or any other frequency determined by the Vendor.

4. Unless otherwise directed in writing, information shall be forwarded to Administrator at:

TSA Consulting Group, Inc.
Attention: Program Services
15 Yacht Club Drive NE
Ft. Walton Beach, FL 32548
Phone: (850) 244-7306 Fax: (800) 889-9736
E-mail: programservices@tsacg.com

5. This information is confidential and will only be used as needed to satisfy applicable compliance requirements.

6. Any revocation or termination of this Agreement will not affect either party's responsibility to share and exchange information necessary for the Plan Sponsor's 403(b) and/or 457(b) plan to comply with applicable 403(b) and/or 457(b) requirements.

PLAN SPONSOR:	VENDOR:
San Leandro Unified School District	
Address:	Address:
835 East 14th St. Suite 200, San Leandro, CA 94577	
By: _____	By: _____
Printed Name:_____	Printed Name:_____
Title: _____	Title:_____
Dated: _____	Dated: _____

Vendor: Please return a signed copy of this agreement to the following address:
TSA Consulting Group, Attn: Program Services Team, 15 Yacht Club Drive NE, Ft Walton Beach, FL 32548
Email: programservices@tsacg.com
V9.22.2015

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Volume Submitter 403(b) Plan Document Plan Document No. 04

San Leandro Unified School District, CA

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Section 403(b) Plan Document for
Public Schools, Community Colleges, and Public Universities and Colleges

Article I – Purpose

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

Article II- Definitions

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

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

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

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

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

2.05 **Administrator**: The person, committee, or other organization named in the Adoption Agreement, appointed by the Employer to administer the Plan. If no such Entity is named, the Administrator shall be the Employer. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of the Individual Agreements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). Such duties shall be outlined and provided to the Employer under the Administrative Appendix.

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

2.07 **After-Tax (Nondeductible) Employee Contribution:** Any contribution made to the Plan by a Participant as an After–Tax Employee Contribution that is included in the Participant's gross income in the year in which made and that is maintained under a separate account or separate accounting to which earnings and losses are allocated. If elected by the Employer in the Adoption Agreement, After-Tax Employee Contributions may be designated as Mandatory Employee Contributions.

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

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

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

(a) His surviving spouse; but if he has no surviving spouse, then

(b) His surviving children, in equal shares; but if he has no surviving children, then

(c) His estate.

If the Individual Agreement permits, a Beneficiary may designate a subsequent Beneficiary(ies) to receive the remaining balance in the account upon such original Beneficiary's death.

2.11 **Break in Service**

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

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

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

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

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

(c) For purposes of Section 2.11(a) and (b) above, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for the purpose of caring for such child for a period beginning immediately following such birth or placement. The total number of hours of service under this Section by reason of any such pregnancy or placement shall not exceed 501 hours.

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

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

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2.14 **Compensation**:

(a) All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Article III made to reduce compensation in order to have Elective Deferrals under the Plan). Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) of the Code and which precedes the taxable year by no more than five years.

(b) Notwithstanding section 2.14(a) above, if elected in the Adoption Agreement, the Employer may exclude certain forms of compensation for purposes of determining the maximum permitted Elective Deferrals, Employer Contributions, or any other contributions being made to this Plan.

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

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

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

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

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

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

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

2.22 **Entry Date**: The date designated by the Employer in the Adoption Agreement.

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

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

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

(a) expenses (within the meaning of section 213(d) of the Code) incurred or necessary for medical care of the Participant, the Participant's spouse, or dependents or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);

(b) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(c) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents or the Participant's primary beneficiary;

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

(e) payments for burial or funeral expenses for the Participant's deceased parent, spouse, child or dependent (as defined in Section 152, and, beginning on or after August 17, 2006, without regard to Section 152(d)(1)(B)) the Participant's primary beneficiary;

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

(g) Other definitions of immediate and heavy financial needs promulgated by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

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

2.26 **Hour of Service**:

(a) Each hour for which an Employee is directly or indirectly compensated, or entitled to compensation, by the Employer for the performance of duties during the applicable computation period; each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty, or Authorized Leave of Absence) during the applicable computation period; and, each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages.

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

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

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

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

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

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

2.30 **Plan**: The name of the Plan, as indicated on the Employer's Adoption Agreement.

2.31 **Plan Year**: The calendar year, unless a different12 month period or a short Plan Year is specified by the Employer in the Adoption Agreement.

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

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

2.34 **Qualified Organization**: An organization that is an educational organization described in section 170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a church related organization, or any organization described in section 414(e)(3)(B)(ii).

2.35 **Related Employer**: The Employer and any other entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Code as defined in section 1.403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

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

2.37 **Salary Reduction Agreement**: A legally binding agreement between the Employer and Employee whereby the Employee authorizes a reduction in the Employee's future salary or foregoes an increase in salary with respect to amounts earned after the Plan's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Plan. The Salary Reduction Agreement may be terminated at any time by either the Employer or the Employee with respect to amounts not yet earned by the Employee.

2.38 **Severance from Employment**: For purpose of the Plan, Severance from Employment means that the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a Public School or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

2.39 **Sponsor of the 403(b) Volume Submitter Plan (Sponsor)**: The entity identified in the Adoption Agreement and who has received an Advisory Letter from the IRS with respect to the Plan.

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

2.41 **Valuation Date**: The date or dates specified by the Employer and communicated to the Administrator.

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

2.43 **Year of Service**:

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

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

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

(2) Elapsed Time Method:

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

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

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

2.44 **Definitions Related to Eligible Automatic Contribution Arrangements (EACAs)**:

(a) EACA: An "EACA" is an automatic contribution arrangement that satisfies the uniformity requirement in Section 3 of this Article and the notice requirement in Section 4 of this Article.

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

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

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

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

2.45 **Definitions Related to Limitation on Annual Additions:**

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

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

(2) After-tax Employee contributions;

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

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

(5) Allocations under a simplified employee pension.

Amounts described in 2.45(a)(1), (2), (3) and (5) are annual additions for purposes of both the dollar limitation under section 2.45(d)(1) and the percentage of compensation limitation under section 2.45(d)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under section 2.45(d)(1).

(b) Includible Compensation:

(1) An Employee's actual wages that are included in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of- living increases in accordance with section 401(a)(17)(B) of the Code for periods after 2016.

(2) For purposes of applying the limitations on Annual Additions to nonelective Employer contributions pursuant to section 415 of the Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 72(m)(7) of the Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

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

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

(1) $53,000, as adjusted for increases in the cost-of –living under section 415 (d) of the Code for 2015 or 2016 periods , or

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

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

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

(g) Employer: Solely for purposes of this Article, "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.

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

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2.46 **Definitions Related to Employer Contributions**:

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

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

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

Article III - Participation and Contributions

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

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

An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service.

If the Employer has elected the "20 hour rule" in the Adoption Agreement as an exclusion for Employees to be eligible to defer, once the Employee is eligible they will remain eligible for future years.

3.02 **Compensation Reduction Election:**

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

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

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

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

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3.03 **Eligible Automatic Contribution Arrangement (EACA)**

(a) Rules of Application

(1) Employer Election of EACA Option: If an EACA is permitted under the terms of an Individual Agreement and the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 3.03 shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this section, the provisions of this section shall govern.

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

(3) Right to Make Affirmative Election: A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 3.03(d) of this Article to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions: Refer to Article II, Section 2.43 for definitions related to Eligible Automatic Contribution Arrangements (EACAs).

(c) Uniformity Requirement

(1) Non-increasing Default Percentage. Except as provided in Section 3.03(c)(2) below or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.

(2) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under §§ 402(g), and 415 of the Code and to satisfy any suspension period required after a distribution.

(d) Notice Requirement

(1) Timing of Notice. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a notice of the Covered Employee's rights and obligations under the EACA as described in section 3.03(d)(2), written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than 90 days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

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

(A) The amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
(B) The Covered Employee's right to elect to have no Elective Deferrals made on his or her behalf or to have a different amount of Elective Deferrals made;
(C) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
(D) The Covered Employee's right under section 3.03(e)(1) to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(e) Withdrawal of Default Elective Deferrals

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(1) 90-Day Withdrawal Period. No later than 90 days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for a withdrawal under this Section 3.03(e).

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

(3) Effect of Withdrawal on Elective Deferrals. Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in Section 3.03(e)(2) above.

(4) Treatment of Withdrawn Amounts. Default Elective Deferrals distributed pursuant to this Section 3.03 are not counted towards the dollar limitation on Elective Deferrals contained in Code § 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section 3.03 and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 3.03 will be forfeited.

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

3.04 **Roth 403(b) Elective Deferrals**

(a) General Application

(1) If the Employer has elected in the Adoption Agreement, this Section 3.04 will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.
(2) As of the effective date under section 3.04(a)(1), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 3.04(b).
(3) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

(b) Separate Accounting

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

(c) Direct Rollovers

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

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distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

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

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

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

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

4.01 **Basic Annual Limitation for Elective Deferrals:** Except as provided in Sections 4.02 and 4.03, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $18,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under section 415(d) of the Code.

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

(a) $3,000;

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

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

4.03 **Age 50 Catch-up Elective Deferral Contributions:** If elected by the Employer in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under the Code.

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

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

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maintained by a Related Employer shall be taken into account for purposes of Section 4.02 only if the other plan is a section 403(b) plan.

4.06 **Correction of Excess Elective Deferrals in Multiple Plans:**

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

(b) A Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 (unless a later date, but not after April 15th is outlined in the Individual Agreement) of the amount of the Excess Deferrals to be assigned to the Plan. The Participant's notice shall be in writing, shall specify the Participant's Excess Deferrals for the preceding taxable year, and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferrals when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k), 408(p) or 403(b) of the Code, exceed the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. For years beginning after 2005, distribution of Excess Deferrals for a year shall be made first from the Participant's pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for such year, unless the Employer elects otherwise in the Adoption Agreement.

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

4.07 **Return of Excess 415 Contributions**:

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

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

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

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

4.09 **Amounts Paid after Severance Treated as Compensation:**

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(a) Effective Date**:** The provisions of this Section 4.10 shall apply to limitation years beginning on or after July 1, 2007.

(b) Compensation paid after severance from employment**:** If elected by the Employer in the Adoption Agreement, Compensation shall be adjusted, as set forth herein and as otherwise elected in this Section 4.10, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1i) and (2) below may only be included in Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation within the meaning of section 415(c)(3), even if payment is made within the time period specified above.

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

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

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

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

Article V – Limitation on Annual Additions

5.01 **Limitations on Aggregate Annual Additions**

(a) General Limitation on Annual Additions: A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below.

(c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and

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any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of sections 414(b), 414(c), and 415(h) of the Code; and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Code.

(d) Notice to Participants. The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.01(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.01(c). The notice will advise Participants that the application of the limitations in section 5.01(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(e) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Prototype Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 2.4, reduced by the Annual Additions credited to the Participant under any other Section 403(b) Prototype Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(f) Excess Annual Additions:

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

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

(A) the total Excess Annual Addition credited as of such date, times

(B) the ratio of (1) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Prototype Plans of the Employer.

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

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

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

5.02 **Definitions**: Refer to Article II, Section 2.45 for definitions related to Limitation on Annual Additions.

Article VI – Loans

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

6.02 **Information Coordination Concerning Loan:** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state laws in connection with distributions and loans. To minimize

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the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

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

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

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

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

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

6.05 **Suspension of Certain Loan Payments:** Loan payments may be suspended under this Plan:

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

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

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

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

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

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

Article VII - **Benefit Distributions**

7.01 **Benefit Distributions At Severance from Employment or Other Distribution Event**:

(a) Except as permitted under Section 4.06 (relating to excess Elective Deferrals), Section 7.04 (relating to withdrawals of amounts rolled over into the Plan), Section 7.05 (relating to hardship), or Section 10.03 (relating to termination of the Plan), pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a qualified reservist distributions as defined in section 72(t)(2(G) of the Code, a payment pursuant to a qualified domestic relations order, or an IRS Levy, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions from a Participant's Elective Deferral Account may not be made earlier than the earliest of the date on which the

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Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

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

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

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

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

7.03 **Minimum Distributions**: The Plan shall comply with the distribution requirements of section 401(a)(9) of the Code and the regulations thereunder in accordance with the terms of each Individual Agreement, unless and to the extent otherwise permitted by law and on regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations.

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

7.05 **Hardship Withdrawals**:

(a) Hardship withdrawals shall be permitted under the Plan to the extent elected in the Adoption Agreement and permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals or After-Tax Employee Contributions (excluding Mandatory Employee Contributions) shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. A Participant who receives a distribution of Elective Deferrals on account of hardship shall be prohibited from making Elective Deferrals and/or After Tax Employee Contributions under this and all other plans of the Employer for 6 months after receipt of the distribution;

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors or the Administrator to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor or the Administrator notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor or the Administrator, if applicable shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need;

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

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

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

7.06 **Rollover Distributions**:

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).

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

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

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

7.07 **Nonspouse Beneficiary Direct Rollover**

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

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

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

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

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

(e) Determination of Required Minimum Distributions:

General rule. If the Employee dies before his or her Required Beginning Date, the required minimum distributions for purposes of determining the amount eligible for rollover with respect to a nonspouse beneficiary are determined under either the5-year rule described in section 401(a)(9)(B)(ii) of the Code or the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code. Under either rule, no amount is a required minimum distribution for the year in which the Employee dies. The rule in Treasury Regulation section 1.402(c)-2, Q&A-7(b) (relating to distributions before an Employee has attained age 70½) does not apply to nonspouse beneficiaries.

Five-year rule. Under the 5-year rule described in section 401(a)(9)(B)(ii) of the Code, no amount is required to be distributed until the fifth calendar year following the year of the Employee's death. In that year, the entire amount to which the beneficiary is entitled under the plan must be distributed. Thus, if the 5-year rule applies with respect to a nonspouse beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code, for the first 4 years after the year the Employee dies, no amount payable to the beneficiary is ineligible for direct rollover as a required minimum distribution. Accordingly, the beneficiary is permitted to directly roll over the beneficiary's entire benefit until the end of the fourth year (but, the 5-year rule must also apply to the IRA to which the rollover contribution is made). On or after January 1 of the fifth year following the year in which the Employee died, no amount payable to the beneficiary is eligible for rollover.

Life expectancy rule. (1) *General rule.* If the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code applies, in the year following the year of death and each subsequent year thereafter, there is a required minimum distribution. The amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year (even if the excise tax under section 4974 of the Code has been paid with respect to the failure in the prior years). (2) *Special rule.* If, under Treasury Regulation section 1.401(a)(9)-3, Q&A, paragraph (b) or (c) the 5-year rule applies, the nonspouse Designated Beneficiary may determine the required minimum distribution under the plan using the life expectancy rule in the case of a distribution made prior to the end of the year following the year of death. However, in order to use this rule, the required minimum distributions under the IRA to which the direct rollover is made must be determined under the life expectancy rule using the same Designated Beneficiary.

(f) If an Employee dies on or after his or her Required Beginning Date, within the meaning of section 401(a)(9)(C) of the Code, for the year of the Employee's death, the required minimum distribution not eligible for rollover is the same as the amount that would have applied if the Employee were still alive and elected the direct rollover. For the year after the year of the Employee's death and subsequent years thereafter, see Q&A-5 of Treasury Regulation section 1.401(a)(9)-5, Q&A-5, to determine the applicable distribution period to use in calculating the required minimum distribution. As in the case of death before the Employee's Required Beginning Date, the amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Employee's death.

(g) Under section 402(c)(11) of the Code, an IRA established to receive a direct rollover on behalf of a nonspouse Designated Beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code. The required minimum distribution requirements set forth in section 401(a)(9)(B) of the Code and the regulations thereunder apply to the inherited IRA. The rules for determining the required minimum distributions under the Plan with respect to the nonspouse beneficiary also apply under the IRA. Thus, if the Employee dies before his or her Required beginning Date and the 5-year rule in section 401(a)(9)(B)(ii) of the Code applied to the nonspouse Designated Beneficiary under the plan making the direct rollover, the 5-year rule applies for purposes of determining required minimum distributions under the IRA. If the life expectancy rule applied to the nonspouse Designated Beneficiary under the plan, the required minimum distribution under the IRA must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred. Similarly, if the Employee dies on or after his or her Required Beginning Date, the required minimum distribution under the IRA for any year after the year of death must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred.

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7.08 Qualified Reservist Distribution:

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

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

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

Article VIII - Rollovers to the Plan and Transfers from the Plan

8.01 **Eligible Rollover Contributions to the Plan:**

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

(b) Eligible Rollover Distribution: For purposes of Section 8.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Eligible Retirement Plan. An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code.

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

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

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

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

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(a) At the direction of the Employer, for a class of Employees who are Participants or Beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of part or all of the assets to the Plan as provided in this Section 8.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's interest therein (entire or partial interest) to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

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

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

(d) Plan-to-Plan transfer may not be made between this Plan and a qualified plan or a 457(b) Plan. Notwithstanding the previous sentence if the Plan Sponsor is a church, or church related organization transfers and mergers may be made between a qualified plan and a 403(b) or vice versa.

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

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 8.03(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount under the other plan immediately after the transfer at least equal to the amount transferred.

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

(c) Upon the transfer of assets under this Section 8.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.03 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

8.04 **Contract and Custodial Account Exchanges:**

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article III (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 8.04 are satisfied.

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

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

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

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (1) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 7.01); (2) the Vendor notifying the Employer of any hardship withdrawal under Section 7.05 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (3) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.05); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (1) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 603, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (2) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer or the Administrator will enter into an information sharing agreement as described in Section 8.04(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 8.04(d)(1) and (2).

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

8.05 **Permissive Service Credit Transfers:**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 8.05(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 8.05(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

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

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

Article IX - Investment of Contributions

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9.01 **Manner of Investment**: All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

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

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

Article X - Amendment and Plan Termination

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

10.02 **Amendment and Termination By Employer:** The Employer reserves the authority to amend or terminate this Plan at any time. An Employer that amends the Plan, other than to change the choice of options or procedures in the Adoption Agreement or to add certain sample or model amendments published by the Internal Revenue Service which specifically provide that their adoption will not cause the Plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan and will be considered to have an individually designed 403(b) plan.

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

10.04 **Amendment by Sponsor of Volume Submitter**:

(a) The Sponsor reserves the right to amend the Plan from time to time on behalf of all adopting employers, including those Employers who have adopted the Plan prior to this amendment, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause such Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the plan and such amendments will comply with section 12.03 of Revenue Procedure 2013-22. The Mass Submitter, as agent for the Sponsor, shall have the right to unilaterally amend the Plan on behalf of the Sponsors of the Volume Submitter for purposes of any amendments mandated for changes in the Code, regulations, or other guidance issued from the IRS, Department of Labor or other government entity, as it may deem appropriate.

Notwithstanding the paragraph above, if the amendment that is being made requires an election by the Employer, then the Sponsor will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Sponsor will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. This amendment supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this amendment.

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

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

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

(a) 60 days after the amendment is adopted;

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

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

Article XI – Miscellaneous and Administration of the Plan

11.01 **Non-Assignability:** Except as provided in Section 10.02 and 10.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable.

11.02 **Domestic Relation Orders***:* Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

11.03 **IRS Levy:** Notwithstanding Section 10.01, the payor or the Administrator, as applicable may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

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

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

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

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

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

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

(b) Determining whether contributions comply with the applicable limitations

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

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

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

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

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

In the event there is a conflict between the provisions of this Plan (including the Adoption Agreement) and the underlying Custodial Accounts and/or the Annuity Contracts, the provisions of this Plan shall govern.

11.09 **Responsibilities of Employer**: The Employer shall have the following responsibilities with respect to administration of the Plan:

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

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

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

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

(a) The Administrator's responsibilities shall include, but shall not be limited to, the following:

(1) To determine all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
(2) To maintain all records necessary for administration of the Plan.
(3) To interpret the provisions of the Plan and prepare and publish rules and regulations for the Plan.
(4) To comply with all reporting, disclosure, and notice requirements of the Code.

(b) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the power to determine all questions arising in connection with

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the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations, and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

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

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

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

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

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

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

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

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

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

11.18 **USERRA - Military Service Credit:** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

Article XII – Employer Contributions

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

(a) Unless otherwise elected by the Employer in the Adoption Agreement, Employer Contributions shall be an amount, if any, determined annually in the sole discretion of the Employer.

(b) Post-Employment Employer Contributions shall follow the rules of Section 12.03.

(c) Optional Retirement Plan (ORP) Provisions:

(1) General Application. This Section 12.01(c) shall apply only if the Employer has indicated that it offers an Optional Retirement Program (ORP) on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements that accompany this Plan will permit this selection.

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(2) Incorporation of ORP. The ORP is established and governed by separate plan documentation which may include a plan document, statutory language and/or regulatory guidance. The terms and conditions of the ORP are incorporated herein by reference. If there is a conflict between the Plan and the requirements of the ORP, the ORP shall govern with respect to those provisions that are exclusive to the ORP. The Plan shall govern in all other circumstances.

(3) ORP Contributions. Employer shall make contributions under the ORP to the Accounts of Participants that are also participating in the ORP in accordance with the terms of the ORP and/or as authorized by the Employer on the Adoption Agreement. Unless otherwise provided by the ORP, such contributions shall be treated as Employer Contributions and are therefore subject to the requirements and limitations imposed by section 415(c) of the Code.

(4) Separate Accounting Requirements. ORP contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.

(5) Deposit Requirements. ORP contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with any requirements established in the ORP, or if applicable by the State law.

(d) Supplemental 403(b) Contributions:

(1) General Application. This Section 12.01(d) shall apply only if the Employer has indicated that it offers a Supplemental 403(b) Program on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements will permit this optional provision.

(2) Incorporation of Supplemental 403(b) Program. The Supplemental 403(b) Program is established and governed by a separate plan document. The Plan includes the Adoption Agreement and the document establishing the Supplemental 403(b) Program, as identified on the Adoption Agreement. If there is a conflict between the Plan and the Supplemental 403(b) Program document, the Supplemental 403(b) Program shall govern with respect to those provisions that are exclusive to the Supplemental Program. The Plan shall govern in all other circumstances.

(3) Supplemental 403(b) Contributions. Employer shall make contributions as required under the Supplemental 403(b) Contributions to the Accounts of Participants that are participating in the Supplemental 403(b) Program in accordance with the terms of the Supplemental 403(b) Program. Such contributions shall be subject to the appropriate annual contribution limitations based on the type of contribution required under the Supplemental 403(b) Program.

(4) Separate Accounting Requirements. Supplemental 403(b) Program contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.

(5) Deposit Requirements. Supplemental 403(b) Program Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with the Supplemental 403(b) Program document, or if applicable State law.

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

12.02 **Correction of Allocations:**

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

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

12.03 **Employer Contributions for former Employees:**

(a) Includible compensation deemed to continue for post-employment Employer Contributions - For purposes of applying paragraph (b) of this section, a former Employee is deemed to have monthly includible compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. The amount of the monthly Includible Compensation is equal to one twelfth of the former Employee's Includible Compensation during the former Employee's most recent year of service. Accordingly, post-employment Employer Contributions for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly compensation during his or her most recent year of service.

(b) If a Participant who is a former Employee dies during the first 5 calendar years following the date on which the Participant ceases to be an Employee, and Employer contributions are being made pursuant to this Section 12.03, then any additional contributions made after the death of the Participant or former Employee may not exceed the lesser of –

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

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

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

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

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

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

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

12.05 **Eligibility Computation Periods**:

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

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

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period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

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

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

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

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

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

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

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

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

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

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

12.11 **Eligibility upon Reemployment**:

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

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

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

(d) A former Participant who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) shall participate immediately upon reemployment.

(e) A former Employee who had met the eligibility requirements specified in the Adoption Agreement before termination from service but who had not become a Participant and who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) will become a Participant as of the later of:

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

(f) A former Employee (including a former Participant) who's Years of Service before termination from service can be disregarded pursuant to Section 12.11(b) will be treated as a new Employee for eligibility purposes and will be eligible to participate once he has met the requirements under the Plan following his most recent date of employment.

12.12 **Vesting and Forfeitures**

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

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

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

(1) Death or Disability: A Participant's interest in his Employer Contribution Account shall become fully vested upon his death or Disability prior to Retirement Age.
(2) Termination of Employment: A Participant's Vested Percentage in his Employer Contribution Account shall be determined according to the vesting formula specified in the Adoption Agreement when the Participant terminates his employment.
(3) Plan Termination: A Participant's interest in his Employer Contribution Account shall become fully vested in the event of termination or partial termination (but only if the partial termination applies to the Participant) of this Plan.

12.13 **Vesting at Termination**: When a Participant's employment is terminated on account of retirement, death, disability, or otherwise, the Vested Percentage of his Employer Contribution Account (after all required adjustments thereto) shall be determined in accordance with this Article and the vesting formula specified in the Adoption Agreement as of termination of employment. The difference between the balance of the Participant's Employer Contribution Account and the Participant's Vested Percentage shall be forfeiture and shall be allocated pursuant to Section 12.15 below.

12.14 **Computation of Vested Account Balance:**

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

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

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(4) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies.

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

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

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

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

(a) to restore Participant's Employer Contribution Accounts pursuant to the buy-back provisions of Section 12.18;

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

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

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

12.17 **Vesting for Pre-Break and Post-Break Account:** In the case of a Participant who has 5 or more consecutive 1-year Breaks in Service, all service after such Breaks in Service will be disregarded for the purpose of vesting the employer-derived account balance that accrued before such Breaks in Service. Such Participant's pre-break service will count in vesting the post-break employer-derived account balance only if either:
(a) such Participant has any nonforfeitable interest in the account balance attributable to Employer Contributions at the time of separation from service; or

(b) upon returning to service, the number of consecutive 1-year Breaks in Service is less than the number of Years of Service.

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

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

12.19 **Missing Participants**: If a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary.

12.20 **Definitions**: Refer to Article II, Section 2.45 for definitions related to Employer Contributions.

Article XIII - Deemed IRAs

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

13.02 **Definitions**

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

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

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

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

13.03 **Separate Accounting**

(a) IRAs established pursuant to this Article XIII shall be held in a trust, custodial account or an annuity (as evidenced by the separate trust, custodial agreement or annuity contract established by the Participant and shall be separate from the Trust established under this Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of sections 408 and 408A of the Code, which requirements are set forth in sections 13.04 through 13.16 below.

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

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

13.05 **Prohibited Investments:**

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

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

13.06 **Reporting Duties**:

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

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

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

13.08 **Traditional IRA Maximum Permissible Annual Contributions:**

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of $500.

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions,

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repayments of certain plan distributions made on account of federally declared disasters and certain amounts received in connection with the Exxon Valdez litigation.

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

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

13.09 **Roth IRA Maximum Permissible Annual Contributions:**

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

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

(1) If the individual is under age 50, the applicable amount is $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the $5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of $500.
(2) If the individual is 50 or older, the applicable amount under paragraph (1) above is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

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

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

Filing Status	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	$95,000 or less	Between $95,000-$110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,000-$160,000	$160,000 or more
Married- Separate Return	$0	Between $0-$10,000	$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of $1,000.
(2) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all of the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.

(d) SIMPLE IRA Limits: No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction

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with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

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

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

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

(1) All or part of a military death gratuity or service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).
(2) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment, or such other dates as provided by the Treasury Department.

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

13.10 **Deemed IRA Annuity Contract Requirements for Roth and Traditional IRAs:**

(a) This contract is nontransferable by the individual.

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

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

13.11 **Required Minimum Distributions from a Traditional IRA:**

(a) Notwithstanding any provision of this IRA to the contrary,

(1) The distribution of the individual's interest in the Deemed IRA Custodial Account shall be made in accordance with the requirements of Code §408(a)(6) and the regulations thereunder, the provisions of

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which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of § 1.401(a)(9)-6 of the Income Tax Regulations, rather than paragraphs (b), (c) and (d) below and section 13.12. The required minimum distributions calculated for this IRA may be withdrawn from another IRA of the individual in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

(2) The distribution of the individual's interest in the Deemed IRA Annuity Contract shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.13(c) must satisfy the requirements of Code §408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 13.13.

(b) The entire value or interest of the Deemed IRA Account of the individual for whose benefit the account is maintained will commence to be distributed no later than:

(1) In the case of a Trust or Custodial Account, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over the life of such individual or the lives of such individual and his or her designated beneficiary.

(2) In the case of an Annuity Contract, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over (A) the life of such individual or the lives of such individual and his or her designated beneficiary or (B) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6. If this is an inherited IRA within the meaning of §408(d)(3)(C), this paragraph and paragraphs (c) & (d) below do not apply.

(c) The amount to be distributed each year, beginning with the calendar year in which the individual attains age 70½ and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 13.12(c) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of §1.401(a)(9)-9 of the Income Tax Regulations, using the individual's age as of his or her birthday in the year. However, if the individual's sole designated beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the individual, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of § 1.401(a)(9)-9, using the ages as of the individual's and spouse's birthdays in the year.

(d) The required minimum distribution for the year the individual attains age 70½ can be made as late as April 1 of the following year.

(1) For distributions from a Custodial Account, the required minimum distribution for any other year must be made by the end of such year

(2) For distributions from an Annuity Contract, the first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

(3) In the case of an Annuity Contract, the distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

13.12 **Distributions Due to Death from a Traditional Deemed IRA Custodial Account:**

(a) Death On or After Required Beginning Date: If the individual dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the beneficiary's age as of his or her birthday in the year following the year of the individual's death, or over the period described in paragraph (a)(3) below if longer.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the remaining interest will be distributed over such spouse's life expectancy or over the period described in paragraph (a)(3) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the

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spouse's death, or, if the distributions are being made over the period described in paragraph (a)(3) below, over such period.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (a)(1) or (a)(2) above, the remaining interest will be distributed over the individual's remaining life expectancy determined in the year of the individual's death.

(4) The amount to be distributed each year under paragraph (a)(1), (2) or (3), beginning with the calendar year following the calendar year of the individual's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's or individual's age in the year specified in paragraph (a)(1), (2) or (3) and reduced by 1 for each subsequent year.

(b) Death Before Required Beginning Date: If the individual dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) IRA Value: The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

(d) Spouse as Sole Beneficiary: If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(e) Distribution may be met in another IRA: The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.

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13.13 **Distributions Due to Death from a Traditional Deemed IRA Annuity Contract:**

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

(b) Death Before Required Distributions Commence. If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

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

13.15 **Distributions Due to Death from a Roth Deemed IRA Custodial Account**:

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the account shall be made in accordance with the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations (taking into account Code § 408A(c)(5)), rather than the distribution rules in paragraphs (b), (c) and (d) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

(d) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(e) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

13.16 **Distributions Due to Death from a Roth Deemed IRA Annuity Contract:**

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(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.16(c) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraph (b)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

Article XIV - Multiple Employer Plans

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

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

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

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

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

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Volume Submitter 403(b) Adoption Agreement #04002

San Leandro Unified School District, CA

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Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS, ADOPTION AGREEMENT #04002

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

EMPLOYER INFORMATION

1. Employer Name: San Leandro Unified School District

Address: 835 East 14th St. Suite 200

City: San Leandro	State: CA	Zip Code: 94577	Phone:
2. Contact Person:	Phone:	Email:	

3. Employer Identification Number: 94-6002608

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

☐ (a)	The Employer	☐ (b)	The Employer Jointly with the Vendors
☒ (c)	A designated Administrator (specify): TSA Consulting Group, Inc.		

PLAN INFORMATION

5. Sponsor of the 403(b) Volume Submitter Plan: San Leandro Unified School District

Address: 835 East 14th St. Suite 200, San Leandro, CA 94577

Phone:	E-mail:

6. (a) Name of Plan: San Leandro Unified School District
(b) This Plan is a Multiple Employer Plan ☐ Yes; ☒ No. If Yes, name of Plan Sponsor:

7. (a) Plan Year:
- ☒ (1) The calendar year;
- ☐ (2) The 12-consecutive month period beginning on _____; or
- ☐ (3) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
- ☐ (4) A short Plan Year beginning on _____ and ending on _____

(b) Limitation Year:
- ☒ (1) The Plan Year
- ☐ (2) The calendar year
- ☐ (3) The 12-consecutive month period beginning on _____
- ☐ (4) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
- ☐ (5) A short Plan Year beginning on _____ and ending on _____

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

		Initial Effective Date	Amendment/Restatement Effective Date
☐ (a)	Establish a new 403(b) plan (not earlier than the 1st day of current Plan Year)		N/A
☒ (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)	01/01/2009	01/01/2010
☐ (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)		

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

☒ (a)	Pre-Tax Elective Deferrals	☒ (j)	Rollovers
☒ (b)	Post-Tax Roth Elective Deferrals	☒ (k)	Plan–to-Plan Transfers
☒ (c)	Age 50 Catch-up Contributions	☒ (l)	Exchanges (as outlined in the Administrative Appendix)

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☐ (d)	Special Catch-up after 15 years of service	☐ (m)	PTO – Sick Leave
☐ (e)	Nondeductible Employee (After-Tax) Contributions	☐ (n)	PTO – Vacation
☐ (f)	Mandatory Employee Contribution	☐ (o)	Social Security Replacement
☒ (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (p)	ORP Contributions subject to Article XII of the Plan
☐ (h)	Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (q)	Supplemental 403(b) Contributions (subject to Article XII of the Plan)
☒ (i)	Post-Employment Employer Contributions	☐ (r)	Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (a)	No exclusions. All compensation will be included.	☒	☐	☐	☐
☐ (b)	Overtime	☐	☐	☐	☐
☐ (c)	Bonuses	☐	☐	☐	☐
☐ (d)	Other (describe another exclusion, for example, stipends):	☐	☐	☐	☐

11. (a) Compensation shall be determined over the following Determination period: ☐ (1) the Plan Year; or ☒ (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: 01 (day) 01 (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of allocating Employer Contributions, Compensation ☒ (1) shall ☐ (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year:

		All Contributions	Matching	Nonelective
☐ (a)	Weekly	☐	☐	☐
☐ (b)	Bi-Weekly	☐	☐	☐
☐ (c)	Quarterly	☐	☐	☐
☐ (d)	Annual	☐	☐	☐
☒ (e)	Per Pay	☒	☐	☐
☐ (f)	Other (specify): _____	☐	☐	☐

ELIGIBILITY AND PARTICIPATION – ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):

☐ (a) All Employees of the Employer.

☒ (b) All Employees of the Employer except the following category(ies):

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

☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12- month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12- month period shall then be eligible to participate in the

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Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

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

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

(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:

☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(d) ☐ (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to _____ (not to exceed 1000) Hours; or
☐ (2) N/A.

14. The Entry Date of a Participant with respect to Elective Deferrals shall be:

☐ (a) On the first day of the month following date of employment;
☐ (b) After the completion of _____days (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment)
☒ (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period.
☐ (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements): _____

15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:

☒ (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are permitted.
☐ (b) Elective Deferrals of up to _____ % (not to exceed 100%) of a Participant's Compensation are permitted.

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

☒ (a) regular Pre-tax Elective Deferral Account; or
☐ (b) Roth Elective Account
☐ (c) N/A.

AUTOMATIC ENROLLMENT

In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:
☒ (a) shall not apply
☐ (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.

18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA):
Employees covered under the EACA are (Check one of the options below.):

☐ (1) All Participants
☐ (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals
☐ (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals

(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):

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☐ (1) The Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)

☐ (2) The initial Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is _____%. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: _____.

ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Direct Rollovers from any plan.
☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
☐ (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
☒ (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
☒ (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.
☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
☒ (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
☒ (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

(c) Participant Rollover Contributions from IRAs**:** The Plan (choose one):

(1) ☒ will (2) ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

21. In-Plan Roth Rollovers:

(a) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of distributable amounts.

(b) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

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22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

☐ (a) Traditional
☐ (b) Roth
☐ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

☐ (a) _____% of each eligible Employee's Compensation if such Employee was hired after: _____; and if applicable
☐ (b) _____% of each eligible Employee's Compensation if such Employee was hired after _____, and was a participant in _____ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

DISTRIBUTION PROVISIONS

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (1)	Financial Hardship Distributions	☒	☐	☐	☐
☒ (2)	Loans	☒	☐	☐	☐
☒ (3)	Distributions at age 59 ½	☒	☐	☐	☐

(b) The following transactions are permitted:

☒ (1)	Plan-to-Plan transfers to another Employer Plan
☒ (2)	Transfers to a State Retirement Plan to purchase service credits
☒ (3)	Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

☒ (1)	Attained Age of 59 1/2
☐ (2)	After _____ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) ☐ will, (b) ☒ will not permit the distribution of Small Account Balances from the Plan.

EMPLOYER CONTRIBUTIONS

26. Employer Contributions

☐ (a) Employer Contributions shall not be made.

☒ (b) Employer Contributions shall be made as follows (check all types that apply):

☒ (1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.
☐ (2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.
☐ (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to _____% or $_____ of such Participant's Compensation.
☒ (4) Employer Post-Employment Contributions shall be made.
☐ (5) Employer Matching Contributions shall be made under the following formula:
  ☐ (A) _____ percent of the Participant's Elective Deferrals
  ☐ (B) _____ percent of the Participant's Employee Contributions
  ☐ (C) The Employer shall not match amounts provided in excess of $_____, or in excess of _____ percent, of the Participant's Compensation
  ☐ (D) An amount, if any, determined by the Employer
☐ (6) ORP Contributions under the State of _____ made pursuant to the applicable laws of the ORP.

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☐ (7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.

ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS

27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:

		Nonelective	Matching
☒ (a)	N/A. There is no age or service requirement.	☐	☐
☐ (b)	Employees who have not attained age (cannot exceed age 21)	☐	☐
☐ (c)	Employees who have not completed _____Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)	☐	☐

28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:

		Nonelective	Matching
☒ (a)	N/A. There are no exclusions	☐	☐
☐ (b)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐
☐ (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"	☐	☐
☐ (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code: _____	☐	☐
☐ (e)	Hourly Rated Employees	☐	☐
☐ (f)	Other (specify): _____ *(Note: Insert an exclusion category, e.g. Division A Employees.)*	☐	☐
☐ (g)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐

29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): ☐ (1) _____; ☒ (2) N/A

(b) The eligibility and service requirements in Item #27 above ☐ (1) are ☐ (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.

☐ (a) On the basis of actual hours for which an Employee is paid or entitled to payment
☐ (b) On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day
☐ (c) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week
☐ (d) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period
☐ (e) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month
☐ (f) On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan

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31. (a) Subsequent Eligibility Computation Periods shall commence with:
☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(b) Subsequent Vesting Computation Periods shall commence with:
☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:

		Nonelective	Matching
☐ (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.	☐	☐
☒ (b)	The day on which the Employee satisfies the eligibility requirements	☒	☐
☐ (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	☐	☐
☐ (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	☐	☐
☐ (e)	The first day of the month in which the Participant satisfies the eligibility requirements	☐	☐
☐ (f)	The first day of the following months after the Employee satisfies the eligibility requirements _____	☐	☐

33. All of an Employee's Years of Service with the Employer are counted to determine the Vested Percentage in the Participant's Employer Contribution except:
☐ (a) N/A. All Years of Service will count toward Vesting
☐ (b) Years of Service before age 18
☐ (c) Years of Service before the Employer maintained this Plan or a predecessor plan

34. Each Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:

	Nonelective	Matching
☐ (a) Vesting Formula #1 - 100% vested at all times	☐	☐
☐ (b) Vesting Formula #2 - 100% vested after _____ (not to exceed three) Years of Service	☐	☐
☐ (c) Vesting Formula #3: Years of Service — Vested Percentage Less than 1 — _____ 1 — _____ 2 — _____ (not less than 20%) 3 — _____ (not less than 40%) 4 — _____ (not less than 60%) 5 — _____ (not less than 80%) 6 or more — 100%	☐	☐
☐ (d) Notwithstanding the Vesting Formula selected above, all Participants as of _____ will be 100% vested.		

35. Forfeitures not used to restore Participant's Accounts or pay expenses will be (choose one):

	Nonelective	Matching
☐ (a) allocated in addition to the Employer Contributions	☐	☐
☐ (b) used to reduce any required Employer contributions	☐	☐
☐ (c) used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution	☐	☐

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☐ (d) used to reduce Employer Contributions in the following order and manner: ☐ (1) for the current Plan Year ☐ (2) for the subsequent Plan Year ☐ (3) Other (describe; must be determined on a nondiscriminatory basis): _____	☐	☐

☒ (e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:

☐ (a)	Employee's termination of employment
☐ (b)	Employee having incurred a 1-year Break in Service
☐ (c)	Employee having incurred 2 consecutive 1-year Breaks in Service
☐ (d)	Employee having incurred 5 consecutive 1-year Breaks in Service
☐ (e)	The later of the payment of the vested benefit or the Employee having incurred 5consecutive 1-year Breaks in Service
☒ (f)	N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

OVERRIDING LANGUAGE FOR MULTIPLE PLANS

37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) volume submitter or prototype 403(b) plan.

RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS

38. Reliance and Acknowledgements:

- This Adoption Agreement may be used only in conjunction with basic Plan Document #04.
- The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.
- The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.
- Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.
- The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.

AUTHORIZED SIGNATURE AND CERTIFICATION

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

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

Name of Employer: San Leandro Unified School District	
Signature of Employer:	Date:
Name of Signer:	Title:

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ADMINISTRATIVE APPENDIX

EMPLOYER NAME: San Leandro Unified School District

PART A: RESPONSIBILITIES

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

		TPA	Vendor(s)	Employer	Other (specify)	N/A
I. PLAN FINANCIAL REPORTING						
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	☒	☐	☐		☐
II. ENROLLMENT OF PARTICIPANTS						
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	☐	☐	☐		☒
3.	Evaluate eligibility to determine who enters the plan on each entry date	☐	☐	☐		☒
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)	☒	☒	☒		☐
5.	Provide mandatory notices at enrollment for Universal Availability	☒	☐	☒		☐
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business)	☐	☐	☐		☒
7.	Verify deferral percentage for new participants	☐	☐	☐		☒
8.	Analyze eligibility service and vesting service to be credited to rehired employees	☐	☐	☐		☒
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	☐	☐	☐		☒
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	☐	☐	☒		☐
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	☒	☐	☒		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
12.	Verify entry and commencement of deferrals for new participants	☐	☐	☒		☐
13.	Provide completed enrollment forms to Vendor (Agent)	☐	☒	☐		☐
14.	Maintain copies of deferral and investment elections and all changes made	☐	☒	☒		☐
15.	Collect and maintain copies of beneficiary designations and changes to same	☐	☒	☐		☐
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	☐	☐	☐		☒
III. CONTRIBUTION DETERMINATION						
17.	Identify census parameters	☐	☐	☐		☒
18.	Provide census information to determine contribution limits, vesting	☐	☒	☐		☐
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	☐	☐	☐		☒
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	☒	☒	☒		☐
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	☐	☐	☐		☒
22.	Determine amount of each type of employer contribution for each participant	☒	☐	☒		☐
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	☒	☐	☒		☐
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	☒	☐	☒		☐
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	☒	☐	☒		☐
26.	Determine and maintain records of separate accounting for all types of contributions	☒	☒	☒		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
IV. VESTING AND FORFEITURES						
27.	Determine and maintain records of vesting service	☐	☐	☐		☒
28.	Determine and maintain records of vested percent	☐	☐	☐		☒
29.	Determine timing of forfeiture from a participant's account	☐	☐	☐		☒
30.	Determine use of forfeiture	☐	☐	☐		☒
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	☐	☐	☐		☒
V. OTHER ALLOCATIONS						
32.	Allocate investment gains/losses	☐	☒	☐		☐
33.	Allocate contribution	☐	☒	☐		☐
VI. ANNUAL COMPLIANCELIMITATIONS						
34.	Prepare annual Universal Availability Notice	☒	☐	☐		☐
35.	Deliver annual Universal Availability Notice	☐	☐	☒		☐
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	☒	☐	☐		☐
37.	Determine if additional plans must be aggregated with this Plan for overall limits	☒	☐	☐		☐
VII. ELECTIVE DEFERRALS						
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	☒	☐	☒		☐
39.	Reconcile deferral changes made between payrolls	☐	☐	☒		☐
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	☒	☐	☐		☐
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	☐	☐	☐		☒

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	☒	☐	☒		☐
VIII. DISTRIBUTIONS OF BENEFITS						
43.	Prepare and maintain distribution notices and elections	☐	☒	☐		☐
44.	Provide distribution forms to participant, including 402(f) notice for rollover information	☐	☒	☐		☐
45.	Review distribution forms to see if fully completed and signed by appropriate parties	☒	☒	☐		☐
46.	Evaluate eligibility to receive a distribution	☒	☐	☐		☐
47.	Authorize distributions and other transactions	☒	☐	☐		☐
48.	Confirm vested interest on termination of employment	☐	☐	☐		☒
49.	Determine amount to be distributed	☒	☒	☐		☐
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	☐	☒	☐		☐
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	☐	☒	☐		☐
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	☒	☐	☐		☐
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945	☐	☒	☐		☐
54.	Form 1099-R provided to participant and IRS	☐	☒	☐		☐
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than $1,000 value). Only available for Group Annuities or Group Custodial Agreements	☐	☐	☐		☒
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with $1,000 to $5,000 in value)	☐	☐	☐		☒
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	☒	☐	☐		☐
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months	☒	☒	☒		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
59.	Evaluate proposed QDRO to determine if it qualifies as such	☒	☐	☐		☐
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	☐	☐	☐	Legal Counsel	☐
61.	Segregate account and initiate distribution to Alternate Payee	☐	☒	☐		☐
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	☒	☐	☐		☐
IX. PARTICIPANT LOAN, IF AVAILABLE						
63.	Provide copy of loan procedure/policies to participants	☐	☒	☐		☐
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	☐	☒	☐		☐
65.	Determine maximum amount that may be borrowed	☒	☒	☐		☐
66.	Provide Loan Request Forms to participants	☐	☒	☐		☐
67.	Confirm proper completion of loan application	☐	☒	☐		☐
68.	Approve loan	☒	☐	☐		☐
69.	Verify that proper loan payment procedures are in place	☐	☒	☐		☐
70.	Determine defaulted and offset loans	☐	☒	☐		☐
71.	Prepare Form 1099-R on defaulted loan	☐	☒	☐		☐
X. MISCELLANEOUS						
72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	☐	☒	☐		☐
73.	Provide timely notice of RMD requirement	☐	☒	☐		☐
74.	Determine minimum distribution amount	☐	☒	☐		☐
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	☒	☐	☒		☐

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		TPA	Vendor(s)	Employer	Other (specify)	N/A
XI. PLAN QUALIFICATION						
76.	Prepare Plan document	☒	☐	☐		☐
77.	Prepare Amendments, Required and optional	☒	☐	☐		☐
78.	Prepare written procedures/policies, where applicable	☒	☐	☐		☐

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PART B: PLAN VENDOR SCHEDULE

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

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be $0.00 (*the default shall be $0*).
- Exchanges will be permitted between all Approved Vendors in section I and from Deselected Vendors in section II unless otherwise restricted. Please specify any restrictions here: Exchanges are permitted from any plan vendor into Approved Vendors in section I.
- Transfers are permitted at any time unless restricted as follows: NA.

I. LIST OF APPROVED VENDORS

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

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
List on following page.	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐

II. LIST OF GRANDFATHERED VENDORS

Exchanges will be permitted from section II Vendors to section I Vendors. However, section II Vendors may not receive Exchanges and Transfers and the assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: The consistent receipt of electronic plan level information is required.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
List on following page.	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐

Employer Name: San Leandro Unified School District

Effective Date of Plan Vendor Schedule: ☐ Immediate; or ☒ on January 1, 2019.

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.

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Part B: Plan Vendor Schedule

I. List of Approved Vendors

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
Allstate Life Insurance Company	X	X
American Century Services, LLC	X	
American Fidelity Assurance Co.	X	X
American Funds	X	
American General Life Companies	X	X
Americo Financial Life and Annuity	X	X
Ameriprise Financial	X	X
Annuity Investors Life Insurance Co.	X	X
AXA Equitable Life Insurance Company	X	X
CTA RSP 403(b) Plan	X	X
Fidelity Investments	X	
Foresters Financial	X	X
Franklin Templeton Mutual Funds	X	
FTJ Fund Choice, LLC	X	
Global Atlantic (issued by Commonwealth)	X	X
Great American-Annuity Investors Life	X	X
Great Southern Life	X	X
Horace Mann Insurance Company	X	X
Jackson National Life Insurance Co	X	X
Lincoln Investment Planning, LLC	X	X
Lincoln National Life Insurance Company	X	X
Mass Mutual Life Insurance Company	X	X
Metropolitan Life Insurance Company	X	X
Midland National Life	X	X
Modern Woodmen of America	X	X
National Life Group	X	X
New York Life Insurance & Annuity Corp.	X	X
North American Company for Life	X	X
Oppenheimer Funds	X	
Pacific Life	X	X
PFS Investments (Primerica)	X	X
PlanMember Services	X	X
PMG Securities/Chase		
ReliaStar Life Insurance Co	X	X
SBLI Industrial Alliance	X	X
Security Benefit Group	X	X
T. Rowe Price Assoc	X	
The Legend Group-A Lincoln Investment Co	X	X
Thrivent Financial	X	X
TIAA-CREF	X	X
Transamerica Mutual Funds	X	
USAA Insurance Company	X	X
VALIC	X	X
Vanguard Investments	X	
VOYA Financial, Recordkeeper for CalSTRS Pension 2	X	X
Waddell & Reed, Inc.	X	

457(b) Plan Document

San Leandro Unified School District, CA

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457(b) DEFERRED COMPENSATION PLAN
FOR
GOVERNMENTAL EMPLOYERS

The Employer whose name and signature appear on the Adoption Agreement for the 457(b) Deferred Compensation Plan for Governmental Employers (the "Adoption Agreement") hereby establishes a deferred compensation plan (the "Plan") which is established pursuant to applicable state law and is intended to comply with Section 457(b) of the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder. The Plan shall include the provisions set forth in this Plan document, the Adoption Agreement and any contracts, custodial agreements, and trusts as may be established or maintained by a provider of Investment Products available hereunder.

ARTICLE I. DEFINITIONS

As used in this Plan, the specific words and phrases shall have the following meanings, unless a different meaning is plainly required by the context and the following rules of interpretation shall apply in reading this instrument. The masculine pronoun shall include the feminine and the singular shall include the plural. All references herein to specific Sections shall mean Sections of this document unless otherwise qualified.

1.1 Account means the separate account or accounts established and maintained by the Trustee for each Participant under the terms of the Plan. 457 Rollover Account means that portion of a Participant's Account attributable to Rollover Contributions received from another eligible retirement plan.

1.2 Administrator means Employer or the alternate Administrator appointed under Section 6.2 of the Plan to act as such under this Plan.

1.3 Adoption Agreement means the separate agreement as executed by Employer and which sets forth the elective provisions of the Plan. The Adoption Agreement shall be included as part of the Plan.

1.4 Beneficiary means the person(s), trust(s), or other entities designated by the Participant to receive the balance of the Participant's Accounts, if any, upon the Participant's death. Elections made by a Participant hereunder shall be binding on any such Beneficiary(s).

1.5 Code means the Internal Revenue Code of 1986, as amended and any regulations issued thereunder.

1.6 Contribution means all contributions made hereunder by or for the benefit of each Participant and deposited into each Participant's Account. A Rollover Contribution means a contribution of an eligible rollover distribution made by a Participant from another eligible deferred compensation 457(b) plan sponsored by a Governmental Employer.

1.7 Eligible Individual means any individual who qualifies for eligibility in accordance with the applicable provisions of the Adoption Agreement and under Section 2.1 of the Plan. Individuals who do not perform services for Employer may not defer compensation under the Plan.

1.8 Employee means any individual in the employ of the Employer who is designated on the payroll records of the Employer as a common law employee. Even if a subsequent determination by a court of competent jurisdiction or governmental agency reclassifies any individual as a common law employee, such individual shall be excluded from "Employee" status hereunder. "Leased employees" described in Code Section 414(n) of the Code shall not be included as Employees hereunder.

1.9 Employer means the governmental organization identified as Employer in the Adoption Agreement, any successor thereto that elects to maintain this Plan, and any predecessor which has maintained this Plan.

1.10 Governmental Employer means any entity described in Section 457(e) (1) (A) of the Code.

1.11 Includible Compensation means the remuneration paid by Employer to an Eligible Individual that qualifies as "includible compensation" under Section 457(e) (5) of the Code. Beginning in 2009 and thereafter, such term also includes any "differential pay" that may be received from the Employer while performing qualified military service under Code Section 414(u).

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1.12 Independent Contractor means any person receiving cash remuneration from the Employer for services rendered to Employer pursuant to one or more contracts, if such person is not an Employee.

1.13 Investment Product means any investment product specifically approved and authorized by Employer to be offered to Participants under the Plan, provided that such products are held in an annuity contract, custodial account or trust that qualifies as a trust to hold 457(b) plan assets under Section 401(f) of the Code.

1.14 Participant means any Eligible Individual who has executed a Participation Agreement and has not become ineligible to participate in the Plan and any Employee for whom the Employer has made a direct contribution to the Plan. An "Active Participant" is any Participant who is currently deferring compensation under a Participation Agreement or who is receiving direct Employer contributions to his Account. An "Inactive Participant" is any former Participant who is not currently deferring compensation hereunder or who is not receiving direct Employer contributions to his Account.

1.15 Participation Agreement means an agreement by which an Eligible Individual agrees to defer current remuneration otherwise payable from the Employer into the Plan and the Employer agrees to deposit such deferred amount into the Plan in accordance with the terms of the agreement.

1.16 Plan means this 457(b) Deferred Compensation Plan for Governmental Employers and the related Adoption Agreement as executed by the Employer, along with any custodial account, Trust or annuity contract as may be established or maintained by a provider of Investment Products available hereunder.

1.17 Trust means any trust established under applicable state law by the Employer to hold Participant Accounts hereunder as provided in Article IV, and any other account, contract or instrument that qualifies as a trust under the terms of Section 401(f) of the Code.

1.18 Trustee means the person, entity or organization, if any, designated to act as Trustee of the Plan in the Adoption Agreement. If the assets of the Plan are held in annuity contracts and/or custodial accounts, then the issuer of such annuity contracts and/or custodial accounts must qualify under Sections 457(g) and 401(f) of the Code. The term "Trustee" shall include an insurer issuing such annuity contracts and/or the issuer of such custodial accounts.

ARTICLE II. ELIGIBLE INDIVIDUALS

2.1 ELIGIBILITY. The Administrator shall determine the eligibility of each Eligible Individual based upon the eligibility requirements selected in the Adoption Agreement. Such determination shall be conclusive and binding upon all persons.

2.2 PARTICIPATION. An Eligible Individual may participate and become an Active Participant by executing a valid Participation Agreement and delivering such agreement to Employer. The Participation Agreement shall specify:

(a) the amount of the Active Participant's Includible Compensation which the Employer and the Active Participant agree to defer, and

(b) the date as of which reduction and deferral of compensation pursuant to the Participation Agreement shall begin, which date shall be as early as administratively practicable but not earlier than the first day of the first calendar month following the execution of the Participation Agreement.

If, in the Adoption Agreement, Employer has elected to make an Employer contribution to the Plan, any individual who is eligible to receive the contribution shall be deemed to be an Active Participant for all purposes of the Plan as of the first day of the first calendar month following satisfaction of the eligibility requirements for receiving the Employer contribution, provided that all required administrative forms necessary to open an Account and have such amounts contributed into an Investment Product have been executed by such date. The participation date shall default to the first

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day of each succeeding calendar month until all required forms are received by Employer or designated Administrator.

2.3 TERMINATION OF ELIGIBILITY. In the event a Participant ceases to be an Eligible Individual, the Participant shall become an Inactive Participant and all Contributions shall immediately cease.

2.4 AMENDMENTS OF PARTICIPATION AGREEMENTS. Participation Agreements are irrevocable as to all amounts previously deferred under the Participation Agreement. A Participant may modify a Participation Agreement, on forms approved by the Administrator, to do any of the following:

(a) change the investment of any Contributions to the Account;
(b) terminate the election to be an Active Participant; and
(c) change prospectively the amount of compensation to be deferred.

An amendment or termination shall be effective as soon as administratively practicable, but not earlier than the first day of the following calendar month.

ARTICLE III. CONTRIBUTIONS AND ALLOCATIONS

3.1 CONTRIBUTIONS. Except as provided in Sections 3.2 and 3.3, the maximum amount that may be contributed into the Plan by or on behalf of a Participant during any taxable year shall not exceed the limits of Section 457(b)(2) of the Code. Subject to such limitation, nothing herein shall prohibit an Employer from making Contributions into the Plan for a Participant in accordance with the terms of the Adoption Agreement. If, in any taxable year, the total amount contributed by or on behalf of a Participant exceeds the limits of Section 457(b)(2) of the Code, (as modified by Section 3.2 and 3.3 of the Plan) then any such excess, plus earnings thereon, shall be distributed from the applicable Investment Products as soon as practicable upon discovery of the excess contribution.

3.2 FINAL THREE (3) YEARS OF SERVICE CATCH-UP DEFERRAL LIMIT. If elected by the Employer in the Adoption Agreement, an Active Participant may in any of his final three (3) years of employment, ending before the year in which the Participant attains Normal Retirement Age as defined in the Adoption Agreement, elect to defer from compensation an amount not exceeding the limits of Section 457(b)(3) of the Code, and applicable regulations issued thereunder. For purposes of this Section 3.2, a prior year shall be taken into account only if such year began after December 31, 1978, and the Participant was eligible to participate in the Plan during all or a portion of the prior year.

3.3 OLDER WORKER CATCH-UP CONTRIBUTION LIMIT. A Participant who has attained age 50 on or before the last day of the calendar year may elect to increase his deferrals in accordance with the limits of Section 414(v) of the Code. Such contributions are in addition to the limitations of Section 457(b)(2) of the Code, but may not be used in any taxable year in which the special limits described in Section 3.2 of the Plan provide for a larger contribution limit.

3.4 TRANSFERS FROM OTHER 457 PLANS. This Plan shall accept transfers from Participant accounts held in a previous Governmental Employer's eligible 457(b) deferred compensation plan.

3.5 ROLLOVERS INTO THE PLAN.
To the extent provided in the Individual Agreements, any Employee or Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan.

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ARTICLE IV. INVESTMENTS

4.1 PARTICIPANT DIRECTION. Participants shall provide investment instructions, on such forms as may be required by the Administrator, for Contributions to be deposited into Investment Products as directed by each Participant. If a Participant fails to instruct the Administrator where to invest Contributions made to his Account, or if instructions are not clear, complete or understandable, as determined solely by the Administrator, then any Contributions shall follow the default provisions as selected by the Employer in the Adoption Agreement.

4.2 AUTHORIZED INVESTMENT PRODUCTS. Employer shall authorize Investment Products in which Participants may invest their Accounts, provided that any authorized Investment Product must be held for the exclusive benefit of Participants and their Beneficiaries in a Trust or alternate funding vehicle that qualifies as a Trust pursuant to Section 1.17 of the Plan. Accounts may only be invested in Investment Products approved and authorized by the Employer.

4.3 ESTABLISHMENT OF ACCOUNTS. Appropriate Accounts shall be established for each Participant. These Accounts shall reflect the Contributions, if any, made for each Participant, and investment earnings or losses of the Investment Products utilized by the Participant to reflect any appreciation or depreciation in the fair market value of the Participants' Accounts. The fair market value of each Participant's Account shall represent the fair market value of all assets held, plus deposits and accrued earnings, less accrued expenses and proper charges against each Participant's Account as of each valuation. Each Account shall be valued at least once per calendar year.

4.4 TRUST REQUIREMENT. Accounts shall be held in trust for the exclusive benefit of Participants in a Trust or alternative instrument that qualifies as a trust under Section 401(f) of the Code. Any investment made hereunder shall be subject to the terms and conditions of the Trust to the extent such terms are not inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.

4.5 ADMINISTRATION OF INVESTMENTS. Contributions made by or on behalf of Participants (including Inactive Participants) shall continue to be invested in the manner selected by the Participant until the Administrator has received new investment instructions. Unless otherwise restricted by the Trust or alternate instrument, a designation filed by a Participant changing his investment option may apply to investment of future Contributions and/or to amounts already accumulated in his Account as the Participant elects. A Participant may change his investment options only as permitted under the terms of the applicable Trust or alternate instrument.

4.6 CONDITIONS OF INVESTMENTS. Amounts allocated to each Participant’s Account shall be invested in the Investment Product selected by the Participant, or, if selected by Employer in the Adoption Agreement, in accordance with the default investment(s) so indicated. Participants invest their Accounts subject to the terms and conditions of any agreements governing the Investment Product in which their Accounts are invested. The terms and conditions of such Investment Products are considered part of, and shall be construed as having been incorporated into this Plan except to the extent any provision of an Investment Product agreement is inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.

ARTICLE V. DISTRIBUTIONS AND TRANSFERS OF BENEFITS

5.1 DISTRIBUTIONS UNDER THE PLAN. Except as provided in Section 5.2, a Participant’s Account may not be distributed to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

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(a) the Participant has severed employment with the Employer,
(b) the Participant has attained age 70 ½,
(c) the Participant has died, or
(d) the Plan has been terminated by Employer.

Notwithstanding the above, a Participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the Employer while on active duty may elect to receive a distribution of the Participant's deferrals into the Plan as permitted under Code Section 414(u). If a distribution of the Participant's deferrals is taken, then no deferrals into the Plan may be made by the Participant for a period of at least six (6) months from the date of the distribution.

5.2 UNFORESEEABLE EMERGENCY WITHDRAWALS. This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. Notwithstanding Section 5.1, a Participant may request an Unforeseeable Emergency withdrawal by submitting that request, in writing on the Plan's approved form, to the Administrator. After considering all information provided by the Participant, the Administrator shall approve or deny the request. If a request for an Unforeseeable Emergency withdrawal is approved, the Administrator shall direct the provider of the applicable Investment Products to distribute the approved amount from the Participant's Account. For purposes of this Section, "Unforeseeable Emergency" is defined in Section 457(d) (1) (A) (iii) and the regulations issued thereunder.

5.3 TIMING OF DISTRIBUTIONS. Upon the occurrence of an event described in Section 5.1, but no later than the mandatory distribution date determined under Section 5.4, a Participant may elect any benefit distribution option as permitted by the Investment Products in which the Participant's Account is invested. Such an election will be effective only if made on forms provided by the Administrator and received in the office of the Administrator in accordance with such procedures as the Administrator may establish. If a Participant fails to make an election as to the form or timing of his distribution, the Participant's benefit will be paid in installments calculated by the providers of the Investment Products to satisfy the requirements of Section 5.4.

5.4 MANDATORY DISTRIBUTION. Notwithstanding any other provision of this Plan, a Participant's Account shall begin distribution by April 1 of the calendar year following the calendar year in which occurs the later of the Participant's attainment of age 70-1/2 or severance from employment, unless a later date is authorized under the Code or applicable regulations. The Participant's Account shall then be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 457(d) and 401(a) (9) of the Code and in conformity with the requirements of Treas. Regs. 1.401(a) (9)-1 through 1.401(a) (9)-9. For the calendar year 2009 only, a Participant who would have been required to receive a distribution under this Section 5.4 but for the enactment of WRERA ("2009" mandatory distribution"), and who would have satisfied that requirement by receiving a distribution from the Plan will not receive a 2009 mandatory distribution. However, the Participant may affirmatively elect to receive such amount in 2009 which shall not be a mandatory distribution under this Section of the Plan.

5.5 DEATH DISTRIBUTIONS. A Participant's Beneficiary shall be entitled to receive the Participant's Account balance in the event of the Participant's death. A Beneficiary entitled to payment hereunder may elect in what form distributions shall be made, provided that any such distribution form is offered at that time and satisfies the requirements of Sections 457(d) and 401(a)(9) of the Code and regulations applicable thereunder. If a Participant fails to validly designate a Beneficiary prior to his

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death, or the Beneficiary is not alive at the time of the Participant's death, the provisions of Section 5.14 shall determine who the Participant's Beneficiary shall be for purposes of this Section 5.5. Distributions due to death are payable when the Administrator has received satisfactory proof of the Participant's death, all required tax information and any other required forms.

5.6 DEATH BEFORE DISTRIBUTIONS HAVE BEGUN. If the Participant dies before Mandatory Distributions (under Section 5.4) have begun, the Participant's Account shall either be totally distributed no later than the fifth year following the year of the Participant's death, or over a period not exceeding the joint and last survivor life expectancies of the Participant and Designated Beneficiary, provided that the distributions begin no later than the last day of the calendar year following the year in which the Participant died. If the sole Designated Beneficiary is the Participant's surviving Spouse, then lifetime distributions must begin by the later of the last day of the calendar year following the year in which the Participant died, or the last day of the calendar year in which the Participant would have attained age 70 ½. If there is no Designated Beneficiary named by September 30 of the calendar year following the year in which the Participant died, the Participant's entire Account shall be distributed no later than the fifth year following the year of the Participant's death.

5.7 DEATH FOLLOWING THE COMMENCEMENT OF BENEFITS. If the Participant dies on or after Mandatory Distributions (under Section 5.4) must have begun, the remaining Account balance must be distributed at least as rapidly as was payable under the Mandatory Distributions requirements.

5.8 DISTRIBUTION FOR MINOR BENEFICIARY. If a distribution is payable to a legal minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none has been duly appointed, then to any of the following:

(a) any parent of the minor Beneficiary, or
(b) the custodian for the minor Beneficiary under a Uniform Gift/Transfer to Minors Act, if such is permitted by the laws of the state in which Beneficiary resides.

Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the provider of the Investment Products, the Administrator, Employer, and Plan from further liability on account thereof.

5.9 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN. If all, or any portion, of the distribution payable to a Participant or his Beneficiary from the Plan remains unpaid solely by reason of the inability of the Administrator to locate such Participant or his Beneficiary, the amount so distributable shall be treated as a forfeiture pursuant to the Plan and maintained in a forfeiture account under the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being held in such account, such benefit shall be restored, including any applicable interest, and paid, to the Participant or Beneficiary, in accordance with the terms of the Plan.

5.10 ROLLOVERS FROM THE PLAN. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 5.10, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee as a Direct Rollover. The Distributee shall, in the time and manner prescribed by the Administrator, specify the amount to be rolled over and the Eligible Retirement Plan to receive the rollover. Any portion of a distribution that is not rolled over shall be distributed to the Participant. For purposes of this Section 5.10, the following terms have the following meanings:

(a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

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(b) "Distributee" means an Employee or former Employee entitled to receive a distribution hereunder. In addition, an Employee's surviving spousal Beneficiary and an Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(c) "Eligible Retirement Plan" means an eligible retirement plan described in Section 402(c) (8) (B) of the Code.

(d) "Eligible Rollover Distribution" means any distribution to a Distributee that qualifies as such under Section 402(c) (4) of the Code. Amounts required to be distributed under Section 401(a) (9) of the Code are not Eligible Rollover Distributions and amounts paid under Section 5.4 of this Plan are not Eligible Rollover Distributions hereunder.

5.11 PURCHASING SERVICE CREDITS UNDER A STATE OR LOCAL RETIREMENT SYSTEM. If permitted under the Investment Products in which a Participant's Account is invested, a Participant may direct the Administrator to transfer amounts in his Account in accordance with Section 457(e) (17) of the Code to a state or local retirement system for the purpose of purchasing past years of service credits under the system or to repay amounts previously cashed out under the system.

5.12 TRANSFERS TO OTHER 457 PLANS. Prior to a Participant's severance from service, transfers may be made from the Plan to another 457(b) plan sponsored by a Governmental Employer only if all of the assets of the Plan are being transferred to another 457(b) plan sponsored by the Employer, or if the Plan's assets are being transferred to another governmental plan within the same state. On or after a severance from service, a Participant may transfer his Account to the 457(b) plan of another Governmental Employer for whom the individual is currently performing services. Notwithstanding the preceding, transfers may only occur to the extent permitted by the Investment Products in which a Participant's Accounts are invested and subject to any terms thereof and provided such other plan provides or is able to provide for the acceptance of such transferred amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this Plan.

5.13 DISTRIBUTION TO ALTERNATE PAYEE. Notwithstanding any other provision herein, the Administrator may, with the Participant's consent, authorize an immediate distribution to any alternate payee named under a domestic relations order which has been issued by a court of competent jurisdiction and determined by the Administrator to be a qualified domestic relations order under Section 414(p) of the Code.

5.14 NO NAMED BENEFICIARY. If no valid Beneficiary designation is on file on the date of the Participant's death, or if such designation is not valid or effective for any reason, then a deceased Participant shall be deemed to have designated his legal spouse. If the Participant has no spouse, then his Beneficiary shall first be deemed to be the Participant's children who survive the Participant, in equal shares, then if the Participant has no surviving children, the Participant's estate.

5.15 NONSPOUSAL BENEFICIARY. Effective July 1, 2007, a nonspouse beneficiary receiving a distribution from the Plan which would be an Eligible Rollover Distribution (as defined in Section 5.10) if the recipient were a Distributee, may rollover an Eligible Rollover Distribution to an individual retirement account, provided such account is treated as an inherited IRA with respect to such nonspouse beneficiary.

5.16 BENEFICIARY WRERA RIGHTS. For the calendar year 2009 only, a Beneficiary who would have been required to receive a mandatory distribution under section 401(a)(9) of the Code but for the enactment of WRERA will not receive a 2009 mandatory distribution unless the Beneficiary elects to receive such amount.

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ARTICLE VI. ADMINISTRATION

6.1 AUTHORITY OF EMPLOYER. Employer has full authority to interpret and construe the Plan in a manner consistent with its terms and with Section 457 of the Code and to establish practices and procedures conforming to those provisions. In all such cases, the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of the Plan, and Employer shall have the right to resolve all such questions.

6.2 APPOINTMENT OF ADMINISTRATOR. Employer shall act as Administrator of the Plan, however, Employer is authorized to appoint an alternate Administrator and to change an alternate Administrator as he deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. Employer may appoint a committee ("Committee") of one or more Employees or local public officials to serve as the Administrator and to discharge the Administrator's responsibilities under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created.

6.3 DELEGATION OF RESPONSIBILITIES. The Administrator may delegate responsibilities to other qualified parties, provided that the Administrator shall remain responsible for the quality of the performance of each such delegated duty.

6.4 ADVISORS. The Administrator may appoint and employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants, and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan.

6.5 POWERS AND DUTIES OF ADMINISTRATOR. The primary responsibility of the Administrator is to administer the Plan for the benefit of the Participants and their Beneficiaries, in accordance with applicable laws and subject to the specific terms of the Plan. The Administrator shall have the power and absolute discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Section 457(b) of the Code. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan. The Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(a) the discretion to determine all questions relating to the eligibility of Employees and Independent Contractors to participate or remain a Participant hereunder and to receive benefits under the Plan;
(b) to determine the amounts to be contributed to each Participant's Account;
(c) to authorize and direct the providers of Investment Products with respect to all disbursements to which a Participant is entitled under the Plan;
(d) to maintain all necessary records for the administration of the Plan;
(e) to maintain practices and procedures necessary to administer the Plan as are consistent with the terms hereof; and

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(f) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

6.6 INFORMATION FROM EMPLOYER. To enable the Administrator to perform his functions, Employer shall supply the necessary information to the Administrator on a timely basis regarding the Participants in the Plan, including but not limited to compensation, date of hire, date of death, disability, or termination of employment, and such other pertinent facts as the Administrator may require. The Administrator may rely upon such information as is supplied by Employer and shall have no duty or responsibility to verify such information.

6.7 PAYMENT OF EXPENSES. Expenses of the Plan may be paid by Employer, Participants, and/or providers of Investment Products, as determined from time to time by Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Notwithstanding the preceding, any expenses or fees related to and charged under Investment Products shall be paid by each Participant in accordance with the terms of the Investment Products in which each Participant's Account is invested.

ARTICLE VII. MISCELLANEOUS

7.1 EXCLUSIVE BENEFIT RULE. All amounts held under the Plan, all property and rights which may be purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust (or custodial account or annuity contract described in Section 401(f) of the Code) for the exclusive benefit of Participants and their Beneficiaries. All such amounts shall not be subject to the claims of the Employer's creditors.

7.2 PARTICIPANT RIGHTS. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant, Employee, or Independent Contractor. Nothing contained in this Plan shall be deemed to give any Participant, Employee, or Independent Contractor the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant, Employee or Independent Contractor at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

7.3 ALIENATION. Subject to applicable state law and Section 401(g) of the Code, no benefit which shall be payable to any Participant or Beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

7.4 STATE LAW. This Plan shall be construed and enforced according to the state and local laws of the state in which the Employer's principal office is located.

7.5 RECEIPT AND RELEASE FOR PAYMENTS. Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the provider of an Investment Product, Administrator and Employer.

7.6 QUALIFIED MILITARY SERVICE BENEFITTS. Notwithstanding any provision of the Plan, any Participant whose employment is interrupted by qualified uniformed service in the US military under

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section 414(u) of the Code shall be entitled to all rights, benefits and protections afforded to such individuals thereunder, and such provisions are incorporated into this Plan. Uniformed services by any individual shall be determined as described as described in section 3401(h)(2)(A) of the Code.

7.7 PRE-1979 ACCOUNTS. Any amounts held by the Employer that can be identified as resulting from deferrals made by a Participant before January 1, 1979 shall be held under this Plan until the latest of (a) the Effective Date; (b) the date on which the Participant elects to have this Plan apply to such amount; or (c) the date on which such Participant exercises any right or power available under this Plan but not under the Plan agreement pursuant to which such deferral was made. All such persons who were Participants in any prior plan, who exercise any such right or privilege and who have not yet received a distribution of the amounts to which they are entitled under such prior plan shall be deemed to be Participants under this Plan for all purposes.

7.8 LOANS. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Investment Product agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his Account under the Plan. The following limit shall apply to any loan made under the Plan unless the terms of the applicable Investment Product(s) are more restrictive:

(a) Maximum loan amount. No loan to a Participant under the Plan may exceed the lesser of (1) or (2) below:

(1) $50,000, reduced by the greater of:

(A) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or

(B) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).

(2) the greater of one half of the value of the Participant's vested Account (as of the date immediately preceding the date on which such loan is approved by the Administrator) or $10,000. For purposes of this Section 7.8, any loan from any other plan maintained by the Employer and any related organization shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this Section shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this section.

(b) Loan Repayments for Employees in Military Service. Notwithstanding any other provision of the Plan or any Investment Product agreement, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

7.9 INCORPORATION OF INVESTMENT PRODUCT AGREEMENTS. The Plan, together with the Adoption Agreement and any Investment Product agreements governing Participant Accounts, are intended to satisfy the requirements of section 457(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable agreements are hereby

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incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 457(b) of the Code. In such event, the agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.

7.10 CONSTRUCTION. It is intended that this Plan qualify under section 457(b) of the Code. In accordance with such intent, this Plan shall be construed and administered in a manner consistent with the purpose and all applicable laws and regulations.

7.11 STATE LAW. The Plan shall be construed, administered and governed in all respects in accordance with the laws of the State of the Employer's principal address as indicated on the Adoption Agreement to the extent such laws are not superseded by federal law. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision hereof shall continue to be fully effective.

ARTICLE VIII. AMENDMENT AND TERMINATION

8.1 AMENDMENT. The Employer has the right at any time to amend this Plan, provided that no amendment to the Plan shall be effective if it authorizes or permits any part of the Investment Product (other than such part as is required to pay taxes, investment charges and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Investment Product to revert to or become property of the Employer. Any such amendment shall become effective as provided therein upon its execution, except that any amendment which conforms the Plan to the requirements of any applicable law or regulation shall be effective as of the date required for continued qualification under Section 457(b) of the Code.

8.2 TERMINATION. The Employer has the right at any time to terminate the Plan by notifying all Active Participants and providers of Investment Products hereunder with written notice of such termination. Upon the complete and total termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner which is consistent with and satisfies the provisions of Article V.

ARTICLE IX. ROTH CONTRIBUTIONS

9.1 GENERAL APPLICATION**.** This Article IX shall apply only if Employer has elected to permit Roth 457(b) Contributions under the Plan as indicated on the Adoption Agreement.

9.2 ROTH 457(b) CONTRIBUTIONS. Participants may make Roth 457(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as deferrals of Includible Compensation and are therefore subject to the requirements and limitations imposed by Section 457(b)(2) of the Code. A Participant's Roth 457(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 9.3.

9.3 SEPARATE ACCOUNTING REQUIREMENTS. Contributions and withdrawals of Roth 457(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 457(b) Contributions. Except as provided in Section 9.6, no contributions other

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than Roth 457(b) Contributions and properly attributable earnings may be credited to each Participant's Roth subaccount.

9.4 DEPOSIT REQUIREMENTS. Roth 457(b) Contributions shall be deposited with the Investment Products selected by Participant as soon as practicable in accordance with Article IV of the Plan, unless an earlier date is required under state law.

9.5 DIRECT ROTH ROLLOVERS FROM THE PLAN. Notwithstanding Section 5.10 of the Plan, Participants may only make a direct rollover of a distribution of Roth 457(b) Contributions (and earnings thereon) to another governmental 457(b) plan with Roth 457(b) Contribution features, to a Roth 401(k) plan with Roth contribution features, to a Roth 403(b) plan with Roth contribution features or to a Roth IRA described in Section 408A of the Code, and only to the extent the Rollover is permitted under the rules of section 402(c) of the Code.

9.6 ROTH ROLLOVERS INTO THE PLAN. In conformity with Section 3.5 of the Plan, and unless otherwise indicated on the Adoption Agreement, the Plan shall only accept direct rollovers of Roth 457(b) Contributions from another governmental 457(b) plan with Roth contribution features, provided that the Investment Products utilized by the Participant will accept Roth 457(b) rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

9.7 CORRECTION OF EXCESS CONTRIBUTIONS. Contributions made in excess of the applicable annual limitations shall be corrected by first distributing the amount of Roth 457(b) contributions (plus earnings thereon) made during the Plan Year needed to correct the excess and then by distributing a Participant's pre-tax contributions (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an Excess Deferral in any Plan Year, he may designate the extent to which the excess amount is composed of pre-tax contributions and excess Roth 457(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then excess pre-tax contributions shall be distributed first, followed by excess Roth 457(b) Contributions.

9.8 DEFINITION OF ROTH 457(b) CONTRIBUTIONS. A Roth 457(b) Contribution is an Employee contribution that is designated irrevocably by the Employee on his enrollment form to be a Roth 457(b) Contribution and is treated by the Employer as includible in the Employee's income.

9.9 ROTH CAVEAT**.** Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 457(b) Contributions based on applicable IRS guidance related to Roth 457(b) Contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

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457(b) Adoption Agreement

San Leandro Unified School District, CA

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Adoption Agreement For

457(b) Deferred Compensation Plan
For Governmental Employers

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Governmental Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the Plan document.

PLAN IDENTIFICATION:

Name of Plan: The San Leandro Unified School District, CA
457(b) Deferred Compensation Plan

Effective Date: This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers:

☐ Establishes a new Plan effective as of _____ (the "Effective Date").

☒ Constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer. Unless otherwise specified in the Plan, the effective date of this amended and restated Plan is January 1, 2019 (hereinafter called the "Effective Date")

Administrator: The *Employer shall be the Administrator of the Plan* unless another party is named below:

Alternate Administrator: TSA Consulting Group, Inc.

Applicable Law: This Plan shall be interpreted under the laws of the state in which Employer's principal office is located unless another state is designated**:**

State of Applicable Law: CA

EMPLOYER INFORMATION

IMPORTANT NOTE: If Employer is NOT a governmental organization, this Adoption Agreement may not be used.

Name of Employer: San Leandro Unified School District

Address of Employer's Principal Office:

835 East 14th St. Suite 200

San Leandro, CA 94577

Telephone Number: _____

Name of Contact Person: _____

Contact Person's Telephone Number/Extension: _____

Email for Contact Person: _____

PLAN INFORMATION

Eligibility

1. Eligible Individuals for Purposes of Participant Deferral Contributions:

☐ All Employees
☒ All Employees other than the following group or groups of Employees elected below:

☐ Nonresident aliens with no U.S. source of income,

☐ Employees who normally work less than 20 hours per week,
☒ Students performing services for the Employer whose Compensation is not subject to wages under the Federal Insurance Contributions Act ("FICA"),
☐ Collectively bargained employees

☐ Only the following Employees (by Classification or Title): _____
_____

2. For purposes of eligibility to participate in the Plan, Independent Contractors:

☒ Are NOT eligible to participate in the Plan
☐ Are eligible to participate in the Plan

CONTRIBUTIONS AND ALLOCATIONS

Employee Contributions

3. Roth Contributions Choose one option below:

☐ Roth 457(b) contributions to the Plan are permitted on or after a specific date determined solely by the Plan Sponsor and upon written communication to the plan administrator and each provider of Roth investment products.
☒ Roth Contributions are NOT permitted under the Plan.

4. The Final Three Year Catch Up limit ☐ will ☒ will not be available to Participants under the Plan. If this option is selected, then the Normal Retirement Age for purposes of the catch up will be:

☐ Any age specified by the participant in the participation agreement provided such declared age is not before the earliest date at which a participant is entitled to an unreduced normal retirement benefit under the Employer's defined benefit pension nor later than age 70 ½.
☐ Age 65
☐ Age 70 1/2
☐ Other: _____ NOTE: Age specified for this option may not be less than age 65 or more than age 70 ½.

Employer Contributions (check box 5 or 6)

5. ☐ Employer Contributions will NOT be made to the Plan, or
6. ☒ Employer contributions, as indicated below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.

☐ *Matching Contributions* equal to _____ % of each Active Participant's deferral subject to a maximum of $_____ or _____ %.
☐ *Matching Contributions* as described hereafter: _____
_____
_____

☒ *Discretionary Contributions* if authorized and determined solely by the Employer.
☒ *Contributions* as required by separate contract or collective bargaining agreement.
☐ *Other:* (please describe) _____

IMPORTANT NOTE: ALL contributions to the Plan are always 100% vested to avoid problems with applicable annual contribution limits.

Investments

7. ☒ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts offered by the organizations listed on Appendix 1.

DISTRIBUTIONS

Defaults

8. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

   Default Option: ☐ Employer shall deposit contributions made on his behalf into the following Investment Product: _____

   No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

Beneficiary Rights

9. A beneficiary of a deceased Participant's account ☒ may ☐ may not designate his own beneficiary.

Unforeseeable Emergency Withdrawals

10. Unforeseeable Emergency Withdrawals ☒ will ☐ will not be permitted under the Plan.

Loans

11. Loans ☒ are permitted from the Plan, or ☐ are NOT permitted under the Plan.

CERTIFICATION AND SIGNATURE

Employer represents and warrants that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code. Employer further acknowledges receipt of a copy of the 457(b) Plan for Governmental Employers Plan document, and by affixing its signature hereto, adopts that Plan of which this Adoption Agreement is a part thereof.

EMPLOYER: San Leandro Unified School District

Authorized Representative: _____

By: _____ Dated: _____
Authorized Representative/Title

APPENDIX 1

Authorized Vendors under the Plan Are:

American Century Services, LLC
American Fidelity Assurance Co.
American Funds
Americo Financial Life and Annuity
Annuity Investors Life Insurance Co.
AXA Equitable Life Insurance Company
Fidelity Investments
Foresters Financial
FTJ Fund Choice, LLC
Global Atlantic (issued by Commonwealth)
Great American-Annuity Investors Life
Horace Mann Insurance Company
Lincoln Investment Planning, LLC
Lincoln National Life Insurance Company
Mass Mutual Life Insurance Company
Metropolitan Life Insurance Company
Midland National Life

Grandfathered Vendors Under the Plan Are:

* Vendor also offers Roth 457(b) accounts.

Important Note:

As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 457(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.

This Appendix is dated: January 1, 2019

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