



REQUEST FOR PROPOSALS

UK-2509-25

Third-Party Administrator to provide Recordkeeping Services for the Defined Contribution Plans

ADDENDUM # 2

4/25/25

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: RFP AND ADDENDUM MUST BE RECEIVED BY 5/6/2025 @ 3:00 P.M. LEXINGTON, KY TIME

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposals.

This addendum is to:

Extend the "Received by" to 5/6/25

To add the following documents to the RFP:

UK-2509-25 Written Questions and Answers

Attachment C - 403b Matching Supplemental GOVT.aaa TIAA

Attachment D - 403b Voluntary Govt.aaa TIAA

Attachment E - 457b GOVT.aaa TIAA

Attachment F - 401a PS GOVT_Cycle 3 TIAA Governmental.aaa

Attachment G - UK Signed 457f Plan Document

Attachment H - UK Supplemental Arrangement 414(m) final

Attachment I - University of Kentucky – Investment List

They are posted at <https://purchasing.uky.edu/bid-and-proposal-opportunities>

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Rebecca Purcell

Rebecca Purcell/Category Specialist/859-257-5479

SIGNATURE

Typed or Printed Name

University of Kentucky
Procurement Services
322 Peterson Service Building
Lexington, KY 40506-0005

An Equal Opportunity University

ADOPTION AGREEMENT #001
NON-ERISA GOVERNMENTAL 403(b) VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the TIAA Non-ERISA Governmental 403(b) Volume Submitter Plan (basic plan document #25). This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

ARTICLE 1
DEFINITIONS

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

(a) **Employer Information**

Name of Adopting Employer: University of Kentucky

Address: 115 Scovell Hall

City Lexington State Kentucky Zip 40506-0064

Telephone: (859) 257-8880

EIN: 61-6001218

(b) **Plan Information**

Plan name: University of Kentucky Retirement Plan

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

(1) ☒ **Public School.** See 1.57.

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

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

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

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

3. **ERISA STATUS.** This Plan is a governmental plan exempt from ERISA.

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

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

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

(a) ☒ **December 31.**

(b) ☐ **Fiscal Plan Year:** ending: _____.

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

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

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

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

- (a) ☐ **New Plan.**
 (b) ☒ **Restated Plan.**

Initial Effective Date of Plan (enter date)

- (c) July 1, 1964 (hereinafter called the "Effective Date" unless 5(d) is entered below)

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

- (d) ☒ January 1, 2020 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

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

Additional Effective Dates (Choose if applicable)

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

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

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

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____
b.	_____	_____	_____

- (f) ☐ **Special Effective Date for Elective Deferral provisions:** _____

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

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

- (a) ☒ **Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.
 (b) ☐ **Pre-Tax Elective Deferrals.** See Section 3.02 and Elections 19 - 21.
 (1) ☐ **Roth Deferrals.** See Section 3.02(F) and Elections 19 - 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]
 (c) ☐ **Matching.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.
 (d) ☒ **Nonelective.** See Sections 1.48 and 3.04 and Elections 25 through 28.
 (e) ☐ **Employee (after-tax).** See Section 3.09 and Election 32.
 (f) ☐ **None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

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

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

- (a) ☐ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
 (b) ☐ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (i). Choose column (1) for each exclusion elected at (e) through (h).):
 (c) ☒ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (i)):

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

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No exclusions. No exclusions as to the designated Contribution Type. (See Election 7(a))	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Non-Resident Aliens. See Section 1.35(B).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input checked="" type="checkbox"/> Employees who normally work less than 20 hours per week. See Section 1.35(E). (e.g., if any such excluded Employee actually completes a Year of Service).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input checked="" type="checkbox"/> Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Other Employer plan. Employees who are eligible to participate in another plan of the Employer which is a <i>(Choose one or more of a. through c.):</i> a. <input type="checkbox"/> 401(k) plan b. <input type="checkbox"/> 403(b) plan c. <input type="checkbox"/> governmental 457(b) plan	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Collective Bargaining (union) Employees. See Section 1.35(A).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Per Diem Employees.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input checked="" type="checkbox"/> Describe exclusion: <u>employees (except an employee in the weekend pay plan) whose full time equivalency is less than 0.75, employees in the weekend pay plan whose full time equivalency is less than 0.60, an executive designated by the president as excluded, post-doctorate scholar, post-doctorate fellow, house staff, visiting scholar, temporary employee, fellowship (alien or U.S. citizen), on-call nurse, house director, military science employee</u>	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) <input type="checkbox"/> Describe exclusion: _____ (e.g., exclude hourly paid employees).					

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

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

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

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

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 wages increased by Elective Deferrals.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 federal income tax withholding wages increased by Elective Deferrals.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(c) ☐ **415 Compensation.** ☐ **OR** ☐ ☐ ☐ ☐

(d) ☐ **Describe Compensation by Contribution Type or by Participant Group:** ☐ **OR** ☐ ☐ ☐ ☐

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

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

(f) ☐ **Allocate based on specified 12-month period.** ☐ **OR** ☐ ☐ ☐ ☐

The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows:

_____.

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

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

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

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

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

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

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

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

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

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

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

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
Post-Severance Compensation:					
(h) <input type="checkbox"/> None. The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Exclude All. Exclude all Post-Severance Compensation. <i>[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</i>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Regular Pay. Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(l)(1)(a). <i>[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</i>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Leave cash-out. Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(l)(1)(b).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input checked="" type="checkbox"/> Deferred Compensation. Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(l)(1)(c).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
(n) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:					

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

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

- (a) ☐ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (skip to Election 11).
- (b) ☒ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

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

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

- (g) ☐ **Compensation exceeding \$_____.** ☐ **OR** ☐ ☐ ☐ ☐
- (h) ☒ **Bonus.** ☒ **OR** ☐ ☐ ☐ ☐
- (i) ☐ **Commission.** ☐ **OR** ☐ ☐ ☐ ☐
- (j) ☒ **Overtime.** ☒ **OR** ☐ ☐ ☐ ☐
- (k) ☐ **Leave of Absence Pay.** ☐ **OR** ☐ ☐ ☐ ☐
- (l) ☐ **Related Employers.** See Section 1.29(B).
(If there are Related Employers, choose one or both of a. and b.):
- a. ☐ **Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer. ☐ **OR** ☐ ☐ ☐ ☐
- b. ☐ **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f). ☐ **OR** ☐ ☐ ☐ ☐
- (m) ☒ **Describe Compensation adjustment(s):** ☒ **OR** ☐ ☐ ☐ ☐
shift differentials will be excluded
- (n) ☒ **Describe Compensation adjustment(s):** Certain Summer/Interim Assignment Faculty Pay under Admin Reg 3:1 are excluded from all contributions

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

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

- | | (1)
All
Purposes | (2)
Eligibility | (3)
Vesting | (4)
Allocation
Conditions |
|--|-------------------------------------|------------------------------------|--------------------------|---------------------------------|
| (a) <input type="checkbox"/> Actual (hourly) Method. | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> Equivalency Method: _____ (e.g., daily, weekly, etc.) | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input checked="" type="checkbox"/> Elapsed Time Method. See Section 1.40(D)(3). | <input checked="" type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) <input type="checkbox"/> Actual (hourly) and Equivalency other.
Equivalency Method: _____ (e.g., daily, weekly, etc.) for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees. | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- (e) ☐ **Describe:** _____

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

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

- (a) ☐ **Not applicable.** No elective Predecessor Employer Service crediting applies.
- (b) ☒ **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (Complete (1). Choose (2) and/or (3) if applicable):

- | | (1)
All
Purposes | (2)
Eligibility | (3)
Vesting | (4)
Allocation
Conditions |
|--|--------------------------|--------------------------|-------------------------------------|---------------------------------|
| (1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) <i>(Choose one or more)</i> : | | | | |
| a. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. <input checked="" type="checkbox"/> Type of Predecessor. Credit service with any Predecessor Employer which is <i>(Choose one or more of i. – v.)</i> : | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i. <input type="checkbox"/> An Educational Organization. | | | | |
| ii. <input type="checkbox"/> An Educational Organization providing post-secondary education. | | | | |
| iii. <input type="checkbox"/> An Eligible Employer. | | | | |
| iv. <input type="checkbox"/> A nonprofit research institution. | | | | |
| v. <input checked="" type="checkbox"/> Other: <u>A company or institution that is acquired by the University.</u>
<i>(specify organization type)</i> | | | | |
| (2) <input type="checkbox"/> Time period. Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below <i>(Choose a. and/or b. if applicable)</i> : | | | | |
| a. <input type="checkbox"/> Service after. All service, which is or was rendered after: _____ <i>(specify date)</i> . | | | | |
| b. <input type="checkbox"/> Service before. All service, which is or was rendered before: _____ <i>(specify date)</i> . | | | | |
| (3) <input type="checkbox"/> Describe elective Predecessor Employer Service crediting: | | | | |

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

ARTICLE 2 ELIGIBILITY REQUIREMENTS

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

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

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

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

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

- (1) ☐ **Consecutive.** Must be consecutive.
 (2) ☐ **Not consecutive.** Need not be consecutive.

- (h) ☐ ☐ **Describe eligibility conditions:** _____ ☐ **OR** ☐ ☐ ☐ ☐

- (i) ☐ ☐ **Describe eligibility conditions:** _____.

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

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

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

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

- (2) ☐ ☐ **Describe special eligibility Effective Date(s):** _____.

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

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

- (1) ☐ ☐ **No conditions.**
 (2) ☐ ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
 a. ☐ ☐ **Age** _____
 b. ☐ ☐ _____ **Year(s) of Service** (may not exceed 2 Years of Service);
 c. ☐ ☐ _____ **months** (may not exceed 24 months). Service need not be continuous (mere passage of time).
 d. ☐ ☐ **Describe eligibility conditions:** _____

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

- (1) ☐ ☐ **Matching**
 (2) ☐ ☐ **Nonelective**
 (3) ☐ ☐ **Employee/Mandatory**

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

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

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

- (1) ☐ ☐ **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
 (2) ☐ ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

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

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

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

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

- | | (1)
All Applicable
Contributions | | (2)
Matching | | (3)
Nonelective | | (4)
Employee/
Mandatory |
|--|--|----|--------------------------|--|--------------------------|--|-------------------------------|
| (a) <input type="checkbox"/> Semi-annual. The first day of the first month and of the seventh month of the Plan Year. | <input type="checkbox"/> | OR | <input type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> |
| (b) <input type="checkbox"/> First day of Plan Year. | <input type="checkbox"/> | OR | <input type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> |
| (c) <input type="checkbox"/> First day of each Plan Year quarter. | <input type="checkbox"/> | OR | <input type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> |
| (d) <input type="checkbox"/> The first day of each month. | <input type="checkbox"/> | OR | <input type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> |
| (e) <input checked="" type="checkbox"/> Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions. | <input checked="" type="checkbox"/> | OR | <input type="checkbox"/> | | <input type="checkbox"/> | | <input type="checkbox"/> |
| (f) <input type="checkbox"/> Describe: _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.) | | | | | | | |

Mandatory Contribution - entry date (Choose if applicable):

- (g) ☐ **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one):
- (1) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (2) ☐ **First day of Plan Year.**
- (3) ☐ **The first day of each month.**
- (4) ☐ **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) ☐ **Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

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

- (a) ☐ **Immediately following** the date the Employee completes the eligibility conditions.
- (b) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (c) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
- (d) ☐ **Nearest** the date the Employee completes the eligibility conditions.
- (e) ☐ **Describe:** _____
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

ARTICLE 3 PLAN CONTRIBUTIONS

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

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

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

- (a) ☒ **Uniform %.** 5 % of each Participant's Compensation, per Plan Year.
- (b) ☐ **Fixed dollar amount.** \$_____, per Plan Year.

- (c) ☐ **Describe:** _____ (e.g., *The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f)(1) below.*)

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

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

- (d) ☒ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (Choose one):
- (1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
- (2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional Provisions (Choose if applicable)

- (f) ☒ **Provisions** (Choose one or more of (1) or (2) as applicable.):

- (1) ☐ **Time period.** Instead of the Plan Year, the time period will be per _____ (e.g., *month, Hour of Service, per Participant per month*).
- (2) ☒ **Describe additional conditions related to Mandatory Employee Contributions**
A one-time irrevocable election can be made by the Employee to participate prior to age 30. Participation after the age of 30 is mandatory as a condition of employment
 (e.g., *contributions are elective up to age 30 or for 10 years and mandatory thereafter*).

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

- (1) ☒ **Percentage of Compensation.** An amount equal to 10 % of such Employee's Compensation.
- (2) ☐ **Other formula** (Specify an amount equal to a percentage of the Mandatory Employee Contributions): _____.

[Note: The Employer Contribution formula must be definitely determinable (e.g., a fixed Contribution equal to 50% of Mandatory Employee Contributions).]

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

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

- (a) ☐ **Do not apply.** The Plan is not an ACA or EACA (skip to Election 20).
- (b) ☐ **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):
- (1) **Type of Automatic Deferral Arrangement.** The Plan is an (Choose a. or b.):
- a. ☐ **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
- b. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).
- (2) **Participants affected.** The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):
- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- b. ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
- d. ☐ **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
- e. ☐ **Describe affected Participants:** _____.

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

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

- a. ☐ **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, _____% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

- b. ☐ **Increasing schedule.** The Automatic Deferral Percentage will be:

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

- c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- d. ☐ **Describe Automatic Deferral percentage:** _____.

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

- e. ☐ **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. ☐ **Automatic increase.** The Automatic Deferral Percentage will increase by _____% per year up to a maximum of _____% of Compensation.
- g. ☐ **Describe increase:** _____.

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

- h. ☐ **First day of the Plan Year.**
- i. ☐ **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually)

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

- j. ☐ **The increase will apply as of the second Change Date thereafter.**
- k. ☐ **Describe first year increase:** _____ (e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

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

- a. ☐ **Do not apply.**
- b. ☐ **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.
- c. ☐ **30-90 day withdrawal.** Apply, within _____ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).

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

- a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
- b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]

(6) ☐ **Describe Automatic Deferral:** _____.

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

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

(a) ☐ **Do not apply.**

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

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

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

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

c. ☐ **Describe affected Participants:** _____.

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

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

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

b. ☐ **Describe increase:** _____.

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

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

a. ☐ **First day of the Plan Year.**

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

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

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

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

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

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

(1) ☐ **Age 50 Catch-Up.**

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

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

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

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> Discretionary - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
(b) <input type="checkbox"/> Fixed - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

(c) ☐ **Fixed - tiered** _____ ☐ ☐ ☐ _____

	<u>Elective Deferral %</u>	<u>Matching Rate</u>
(e.g., up to 3)	_____ %	_____ %
(e.g., more than 3 up to 5)	_____ %	_____ %
	_____ %	_____ %
	_____ %	_____ %

(d) ☐ **Fixed - Years of Service** _____ ☐ ☐ ☐ _____

	<u>Years of Service</u>	<u>Matching Rate</u>
(e.g., up to 2)	_____	_____ %
(e.g., more than 2 up to 5)	_____	_____ %
	_____	_____ %
	_____	_____ %

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

- a. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
 b. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

(e) ☐ **Fixed - Based on age at end of period** _____ ☐ ☐ ☐ _____

	<u>Age</u>	<u>Matching Rate</u>
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

(f) ☐ **Fixed - Job location or classification** _____ ☐ ☐ ☐ _____
 (must be objectively determinable)

	<u>Location or Class</u>	<u>Matching Rate</u>
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

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

(h) ☐ **Describe:** _____
 (e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

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

Additional Provisions (Choose if applicable)

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

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

- (1) ☐ Pre-Tax Elective Deferrals.
- (2) ☐ Roth Elective Deferrals.
- (3) ☐ Employee (after-tax) Contributions.
- (4) ☐ Elective Deferrals made to the following plan: _____ (enter name of plan).
- (5) ☐ Describe: _____

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

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

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

- | | <u>Age 50
Catch-Ups</u> | <u>Qualified
Organization
Catch-Ups</u> |
|--|-----------------------------|---|
| (a) <input type="checkbox"/> Match. Will match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> No Match. Will not match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> Describe. _____
(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals) | | |

24. [Reserved]

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

- (a) ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☒ **Fixed.** (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
- (1) ☐ **Uniform %.** _____% of each Participant's Compensation, per _____ (e.g., Plan Year, month).
- (2) ☐ **Fixed dollar amount.** \$_____, per _____ (e.g., Plan Year, month, Hour of Service, per Participant per month).
- (3) ☐ **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

<u>Age</u>	<u>Contribution Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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

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

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

- i. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- ii. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (5) ☒ **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

<u>Job Classification or Business Location</u>	<u>Contribution Percentage</u>
<u>Certain executives identified by the president</u>	<u>15</u> %
_____	_____%
_____	_____%
_____	_____%

- (6) ☐ **FICA Replacement Contributions:**
This Plan requires the following minimum level of contributions:
- a. ☐ The Institution shall make an annual contribution to each Participant's account equal to _____% of such Participant's Compensation.

[Note: The minimum amount of contributions here must total at least 7.5% of the Participant's Compensation up to the current Taxable Wage Base (\$127,200 for 2017, and as adjusted for cost of living increases for each year thereafter.)]

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

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

- a. ☐ Sick leave
 b. ☐ Vacation leave
 c. ☐ Personal leave

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

- d. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
- i. ☐ The Former Employee must be at least age _____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$_____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. ☐ **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):
- i. ☐ The Employee must be at least age _____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$_____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours are over _____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours

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

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

- (c) ☒ **Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period as set forth in Employer's disability policy. (*Specify a fixed or determinable period. Choose (1) or (2)*):

- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.
 (2) ☒ **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
 (4) ☒ **Describe:** an amount set forth in Employer's disability policy (must be definitely determinable (e.g., amount set forth in long-term disability policy)).

- (d) ☐ **Describe:** _____

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

Additional Provisions (*Choose if applicable*)

- (e) ☐ **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (*Choose (1), (2) or (3)*):
- (1) ☐ **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).

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

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

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

- (4) ☐ **All Former Employees.**
- (5) ☐ **The following Former Employees** (Choose one or more of a. through e.):
- a. ☐ **Union Employees.** Collectively bargained employees who participate in the following unions: _____.
 - b. ☐ **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
 - c. ☐ **School superintendent.**
 - d. ☐ **School principals.**
 - e. ☐ **Describe inclusion:** _____.
(e.g., include administration Employees). [Note: Must be definitely determinable.]

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

- (a) ☐ **Pro rata.** As a uniform percentage of Participant Compensation.
- (b) ☐ **Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2)):
- (1) ☐ **Percentage amount.** _____% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$ _____ (not exceeding the Taxable Wage Base).
 - (2) ☐ **Dollar amount.** The following amount: \$ _____ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).

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

- (c) ☒ **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.
- (d) ☐ **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). (Complete (1) and (2).):

- (1) **Description of the classifications.** The classifications are (Choose a. or b.):
- a. ☐ **Each in own classification.** Each Participant constitutes a separate classification.
 - b. ☐ **Describe the classifications:** _____.

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

- (2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):
- a. ☐ **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.
 - b. ☐ **Flat dollar.** The same dollar amount to each Participant within the classification.
 - c. ☐ **Describe:** _____.
(e.g., Allocate pro rata to group A and flat dollar to group B.)

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

- (e) ☐ The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

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

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

27. [Reserved]

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

- (a) ☒ **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (b) ☐ **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures *(Choose one or more of (1) through (7). Choose Contribution Type as applicable):*

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

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> None.	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 501 Hours of Service/terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Last day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Last day of the Election 28(c) time period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> 1,000 Hours of Service in the Plan Year (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) <input type="checkbox"/> Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	<input type="checkbox"/> _____	OR	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
(7) <input type="checkbox"/> Describe conditions: _____ <i>(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)</i>					
(c) <input type="checkbox"/> Time period. Under Section 3.06(C), Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures will be applied based on each Plan Year for all contributions/forfeitures unless otherwise elected below <i>(Choose one or more of (1) through (5). Choose Contribution Type as applicable):</i>					
(1) <input type="checkbox"/> Plan Year.	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Plan Year quarter.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Calendar month.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Payroll period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> Describe time period: _____					

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

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

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

- (a) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (*Choose (1) or (2).*):
- (1) ☐ **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (2) ☐ **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.
- (b) ☐ **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment (or is on a paid leave of absence), apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability, attainment of Normal Retirement Age or Early Retirement Age, or is on a paid leave of absence, as specified, and as applied to the specified Contribution Types/forfeitures (*Choose one or more of (1) through (5). Choose Contribution Type as applicable.*):

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> Death.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Disability.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Normal Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Early Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> Paid Leave of Absence.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. **FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07. The Plan Administrator may first apply forfeitures to pay Plan expenses.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (*Choose one or more of (a) through (d) and choose Contribution Type as applicable.*):

	(1) All Forfeitures		(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a) <input checked="" type="checkbox"/> Reduce Nonelective. Apply to Nonelective Contribution.	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Reduce Match. Apply to Matching Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Pro rata. Allocate pro-rata based on Compensation.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe: _____ (e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)				

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

- (a) ☐ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation and the Vendor with regard to the following amounts. (*Choose one.*)
- (1) ☐ Only otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
- (2) ☐ Otherwise distributable and nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

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

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

**ARTICLE 4
LIMITATIONS AND TESTING**

33. [Reserved]

**ARTICLE 5
VESTING REQUIREMENTS**

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

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

- (a) ☒ **Specific age.** The date the Participant attains age 65.
- (b) ☐ **Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) ☐ **Describe:** _____
(For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service.)

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

- (d) ☐ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (e) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

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

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

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (f) ☒ **Describe:** age plus Years of Service must equal 75 with a minimum 15 consecutive Years of Service.

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

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

- (a) ☒ **Death.**
- (b) ☒ **Disability.**
- (c) ☐ **Early Retirement Age.**

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

- (a) ☐ **Immediate vesting.** 100% Vested at all times in all Accounts.

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

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

	(1) All Contributions		(2) Nonelective	(3) Matching
(1) <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 6-year graded.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input checked="" type="checkbox"/> 3-year cliff.	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

(4) ☐ **Modified Schedule.**☐**OR**☐☐

<u>Years of Service</u>	<u>Vested %</u>
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____ or more	100%

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

- (c) ☒ **Special vesting provisions:** For Plan Years prior to January 1, 2013, the Nonelective Contribution for the Mandatory Employee Contribution was 100% immediate vesting. For Plan Years beginning on or after January 1, 2013, the Nonelective Contribution for the Mandatory Employee Contribution shall be subject to the current vesting schedule _____.

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

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

- (a) ☐ **Year of Service.** An Employee must complete at least _____ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]
- (b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):
- (1) ☐ **Plan Year.**
- (2) ☐ **Anniversary Year.**

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

- (a) ☐ **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.
- (b) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (c) ☐ **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).
- (d) ☐ **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.
- (e) ☐ **Other exclusions:** _____.

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

ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE

39. **POST-SEVERANCE DISTRIBUTIONS.** To the extent permitted by the Investment Arrangement Documentation, the provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

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

- (1) ☒ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.
- (2) ☐ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation and the Participant's Accumulated Benefit does not exceed the Mandatory Distribution amount.

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

- a. ☐ **\$5,000.**
- b. ☐ **\$1,000.**
- c. ☐ **Specify amount: \$_____.**

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

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

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

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

- e. ☐ **Disregards Rollover Contribution Account.**
- f. ☐ **Includes Rollover Contribution Account.**

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

- (1) ☒ **Lump-Sum.**
- (2) ☐ **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
- (3) ☒ **Installments.**
- (4) ☒ **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
- (5) ☒ **Ad-Hoc distributions.**
- (6) ☐ **Describe distribution method(s): _____.**

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof (e.g., as to any Participant group or Accounts). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; and (iii) preserve Protected Benefits as required.]

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

- (1) ☐ Under any distribution method available under the Investment Arrangement Documentation.
- (2) ☒ Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

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

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

- (1) ☐ Attainment of age _____.
- (2) ☐ Describe: _____.

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; and (iii) preserve Protected Benefits as required.]

- (e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment (*Choose one or both of (1) and/or (2)*):
- (1) ☐ **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.
- (2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

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

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

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.
- (b) ☒ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (*Choose one or more of (1) through (8).*):

[Note: Unless the Employer elects otherwise in Election (b)(8) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> None. Except for Election 40(a) exceptions. (See Election 40(a))	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/> Age (<i>Choose one or more of a. through e.</i>)					
a.	<input type="checkbox"/> Age _____ (<i>must be at least 59 1/2</i>).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> Age _____ (<i>may be less than 59 1/2</i>).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c.	<input type="checkbox"/> Age 59 1/2	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/> Age and participation. <input type="checkbox"/> OR The Participant must have attained age _____ and completed _____ years of Plan participation or _____ Years of Service for purposes of vesting. (<i>Fill in whichever blank applies.</i>)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	<input type="checkbox"/> Upon attaining Normal Retirement Age (<i>Normal Retirement Age must be at least 59 1/2.</i>)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> Hardship	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
(4)	<input type="checkbox"/> Disability.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<input type="checkbox"/> _____ months of participation. (<i>specify minimum of 60 months</i>)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(6)	<input type="checkbox"/> Qualified Reservist Distribution. See Section 6.01(D)(10).	N/A	<input type="checkbox"/>	N/A	N/A	N/A
(7)	<input type="checkbox"/> Deemed Severance Distribution. See Section 6.11.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<input checked="" type="checkbox"/> Describe: <u>The non-safe harbor hardship provisions of Section 6.07(A) will apply to Nonelective/Mandatory Contributions.</u>					

[Note: The Employer under Election 40(b)(8) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(8) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; and (iv) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

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

- (a) ☐ **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or more of (1) or (2)):
- (1) ☐ **Hardship distributions.** Distributions based on hardship.
- (2) ☐ **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$_____ (specify amount).
- (c) ☐ **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) ☐ **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) ☐ **Describe other conditions:** _____

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

42. **JOINT AND SURVIVOR ANNUITY/SPOUSAL CONSENT REQUIREMENTS (6.04).** Subject to the terms of the Investment Arrangement Documentation, the joint and survivor annuity distribution requirements of Section 6.04 and no other spousal consent requirements apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

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

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

- (1) ☐ **Applies.** The one-year marriage rule applies.
- (2) ☐ **Does not apply.** The one-year marriage rule does not apply.
- (b) ☐ **Spousal consent required.** Spousal consent is required for (Choose one or both):
- (1) ☐ **Distributions.** A married Participant's Spouse must consent to a distribution (other than Required Minimum Distributions).
- (2) ☐ **Beneficiary designations.** A married Participant's Beneficiary will be the Participant's Spouse unless the Spouse consents to an alternative Beneficiary.

One-year marriage rule. Under Section 7.05(A)(3) (Choose (3) or (4)):

- (3) ☐ **Applies.** The one-year marriage rule applies.
- (4) ☐ **Does not apply.** The one-year marriage rule does not apply.

ARTICLE 7 ADMINISTRATIVE PROVISIONS

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

- (a) ☐ **No Loans.** Plan loans are not permitted.
- (b) ☒ **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

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

- (a) ☐ **No Rollovers**. Rollover Contributions are not permitted into the Plan.
- (b) ☒ **Rollovers allowed**. The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

ARTICLE 10 MULTIPLE EMPLOYER PLAN

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

- (a) ☒ **Not applicable**. The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) ☐ **Applies**. The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: _____. The Employer makes the following additional elections (*Choose (1) or (2)*):
- (1) ☐ **Participating Employer may modify**. See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
- a. ☐ **All**. May modify all elections.
- b. ☐ **Specified elections**. May modify the following elections: _____ (*specify by election number*).
- c. ☐ **Restrictions**. May modify subject to the following additional restrictions: _____.
(*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
- (2) ☐ **Participating Employer may not modify**. See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

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

Plan ExecutionEmployer: University of KentuckyDate: [signed electronically]Signed: [signed electronically][print representative name/title]

Vendor: _____

[vendor signature is optional]

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

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

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

APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

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

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

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

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

- (b) ☐ **Contribution Types (1.12).** The Contribution Types under Election(s) 6 _____ are effective: _____.
- (c) ☐ **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 _____ are effective: _____.
- (d) ☐ **Compensation (1.11).** The Compensation definition under Election(s) _____ (specify 8 - 10 as applicable) are effective: _____.
- (e) ☐ **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ (specify 11 - 12 as applicable) are effective: _____.
- (f) ☐ **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ (specify 14 - 17 as applicable) are effective: _____.
- (g) ☐ **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: _____.
- (h) ☐ **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) _____ (specify 19 - 21 as applicable) are effective: _____.
- (i) ☐ **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) _____ (specify 22 - 23 as applicable) are effective: _____.
- (j) ☐ **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ (specify 25 - 27 as applicable) are effective: _____.
- (k) ☐ **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ (specify 28 - 29 as applicable) are effective: _____.
- (l) ☐ **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 _____ are effective: _____.
- (m) ☐ **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 _____ are effective: _____.
- (n) ☐ **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 _____ are effective: _____.
- (o) ☐ **Vesting (5.03).** The vesting provisions under Election(s) _____ (specify 34 - 38 as applicable) are effective: _____.
- (p) ☐ **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ (specify 39 - 42 as applicable) are effective: _____.
- (q) ☐ **Special Effective Date(s) for other elections (specify elections and dates):** _____

APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

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

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

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

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

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

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

- a. ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

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

- a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after _____ (*may not be earlier than December 31, 2008*).
- b. ☐ **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. ☐ **Other:** _____
(specify other Contribution Type Compensation which includes Differential Wage Payments)

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

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

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

(c) ☐ **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: _____

(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4)).

(d) ☐ **Contribution/allocation (Article 3) overrides.** (*Choose one or more of (1) through (5) if applicable.*):

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

- a. ☐ **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. ☐ **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. ☐ **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
- d. ☐ **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more.*):
 - (i) ☐ Elective Deferrals
 - (ii) ☐ Matching Contributions
 - (iii) ☐ Nonelective Contributions

- (iv) ☐ Rollovers
 - (v) ☐ Transfers
 - (vi) ☐ Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- (2) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-rata based on days, the Plan Administrator (Choose a. or b.):
- a. ☐ **No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.
 - b. ☐ **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) ☐ **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (4) ☐ **Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (5) ☐ **Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (Choose a., b. or c.):
- a. ☐ **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. ☐ **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. ☐ **One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) ☐ **Testing (Article 4) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
 - (2) ☐ **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) ☐ **Vesting (Article 5) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) ☐ **Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).
- (g) ☒ **Distribution (Article 6) overrides.** (Choose one or more of (1) through (4) as applicable.):
- (1) ☒ **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
 - a. ☐ **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
 - b. ☐ **Deferrals.** Under the same provisions which apply to Elective Deferrals.
 - c. ☐ **Match.** Under the same provisions which apply to Matching Contributions.
 - d. ☐ **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
 - e. ☒ **Other:** Participants may request distribution of Rollover Contributions only at the earliest time they are otherwise entitled to a distribution from the Plan.

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

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

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

(i) ☐ **Age.** The Participant has attained age _____.

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

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

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

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

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

b. ☐ **Minimum amount.** The minimum amount that may be rolled over is \$_____.

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

(4) ☐ **Annuity Distributions (6.04).** (Choose one or both of a. and b. if applicable.):

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

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

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

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

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

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

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions. For example, the selected definition will apply to the determination of default beneficiary designations.]

(4) ☐ **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply unless restricted by the Investment Arrangement or Vendor: _____ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)

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

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

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

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

b. ☐ The excess funds will be allocated pro rata based on account balance.

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

- (i) **[X] Transfer overrides (Article 9).** *(Choose one or more of (1) through (4) if applicable.):*
- (1) **[] Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*
- []** The Plan does not provide for or permit such exchanges.
 - []** The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
 - []** The Plan provides for and permits such transfers under the following circumstances: _____.
- (2) **[] Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*
- []** The Plan does not provide for or permit such exchanges.
 - []** The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
 - []** The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: _____.
- (3) **[X] Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan or to other plans, the Plan allows transfers to this Plan or to other plans as elected below *(Choose a., b., and/or c. if applicable):*
- []** The Plan allows transfers to this Plan.
 - [X]** The Plan allows transfers to other plans.
 - []** The Plan provides for and permits such transfers under the following circumstances: _____.
- Eligible Employees.** If transfers to this Plan are allowed (i.e., a. is selected), then such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose d., e. or f. if applicable):*
- []** current employees only.
 - []** current and former Employees.
 - []** only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.
- Withdrawals of Transfers.** An Employee will be entitled to request a distribution of transferred amounts at any time if permitted under the Investment Arrangement and under the Code unless otherwise elected below *(Choose g. if applicable):*
- []** withdrawals of transfers are only allowed at such time as other distributions are permitted under the Plan.
- (4) **[] Transfers to purchase service credit in a defined benefit plan (9.06(G)).** If this Election (i)(4) is selected, then a Participant who is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d)) that provides for the acceptance of plan-to-plan transfers may elect to have transfers in accordance with following *(Choose a., b. or c.):*
- []** The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit governmental plan at any time.
 - []** The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit governmental plan upon Severance from Employment.
 - []** The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit plan related to the Employer at any time _____ (name of plan).
- (j) **[X] Protected Benefits (9.02(C)).** The following Protected Benefits no longer apply to all Participants or do not apply to designated amounts/Participants as indicated: *(specify the Protected Benefits).*
- (1) **[X]** University of Kentucky Retirement Plan: Service Amendment-2013; For Plan Years prior to January 1, 2013, the Nonelective Contribution on the Mandatory Employee Contribution was 100% immediate vesting. For Plan Years beginning on or after January 1, 2013, the Nonelective Contribution shall be subject to the current vesting schedule
 - (2) **[]** _____
 - (3) **[]** _____

- (k) ☐ **Distributions under a QDRO (6.05).** In lieu of Section 6.05(A), permitting a distribution to an alternate payee under a QDRO at any time irrespective of whether the Participant has attained his/her earliest retirement age, the following applies (*Choose (1), (2) or (3)*):
- (1) ☐ Participant must meet a distribution event in order for the alternate payee to take a distribution.
 - (2) ☐ Participant must terminate employment in order for the alternate payee to take a distribution.
 - (3) ☐ Participant must meet earliest retirement age as defined under Code §414(p)(4)(B) in order for the alternate payee to take a distribution (includes distribution event).

APPENDIX C
[RESERVED]

This document is generated through an electronic signature system. The sole purpose of this document is to accurately report information contained in the system regarding the document(s) signed, the individual(s) who signed such document(s) and the date such individual(s) electronically signed said document(s).

Document	Document Id
403(b) Adoption Agreement	263220

Signer Name	Role	Date
Eric Monday	Employer	11/24/2020 10:08:41 AM ET

ADOPTION AGREEMENT #001
NON-ERISA GOVERNMENTAL 403(b) VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the TIAA Non-ERISA Governmental 403(b) Volume Submitter Plan (basic plan document #25). This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

ARTICLE 1
DEFINITIONS

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

(a) **Employer Information**

Name of Adopting Employer: University of Kentucky

Address: 115 Scovell Hall

City Lexington State Kentucky Zip 40506-0064

Telephone: (859) 257-8880

EIN: 61-6001218

(b) **Plan Information**

Plan name: University of Kentucky 403(b) Voluntary Plan

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

(1) ☒ **Public School.** See 1.57.

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

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

Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

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

3. **ERISA STATUS.** This Plan is a governmental plan exempt from ERISA.

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

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

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

(a) ☒ **December 31.**

(b) ☐ **Fiscal Plan Year:** ending: _____.

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

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

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

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

- (a) ☐ **New Plan.**
 (b) ☒ **Restated Plan.**

Initial Effective Date of Plan (enter date)

- (c) July 1, 1964 (hereinafter called the "Effective Date" unless 5(d) is entered below)

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

- (d) ☒ January 1, 2020 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

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

Additional Effective Dates (Choose if applicable)

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

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

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

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____
b.	_____	_____	_____

- (f) ☐ **Special Effective Date for Elective Deferral provisions:** _____

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

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

- (a) ☐ **Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.
 (b) ☒ **Pre-Tax Elective Deferrals.** See Section 3.02 and Elections 19 - 21.
 (1) ☒ **Roth Deferrals.** See Section 3.02(F) and Elections 19 - 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]
 (c) ☐ **Matching.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.
 (d) ☐ **Nonelective.** See Sections 1.48 and 3.04 and Elections 25 through 28.
 (e) ☐ **Employee (after-tax).** See Section 3.09 and Election 32.
 (f) ☐ **None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

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

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

- (a) ☐ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
 (b) ☒ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (i). Choose column (1) for each exclusion elected at (e) through (h).):
 (c) ☐ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (i)):

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

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

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

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

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

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

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 wages increased by Elective Deferrals.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 federal income tax withholding wages increased by Elective Deferrals.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____					

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

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

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

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

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

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

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

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

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

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

- (e) ☒ **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (skip to Election 10).
- (f) ☐ **Same for all Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types (Choose one or more of (i) through (n). Choose column (1) for each option elected at (i) through (m).):
- (g) ☐ **Adjustments - different conditions apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (Choose one or more of (h) through (n). Choose Contribution Type as applicable.):

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

- (j) ☐ **Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(l)(1)(a).
[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]
- (k) ☐ **Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(l)(1)(b).
- (l) ☐ **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(l)(1)(c).
- (m) ☐ **Describe Post-Severance Compensation by Contribution Type or by Participant group:**
-
- (n) ☐ **Describe Post-Severance Compensation by Contribution Type or by Participant group:**
-

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

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

- (a) ☒ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (skip to Election 11).
- (b) ☐ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

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

		(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
Compensation Exclusions						
(d)	<input type="checkbox"/> No exclusions. No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e)	<input type="checkbox"/> Elective Deferrals. See Section 1.24. (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f)	<input type="checkbox"/> Fringe benefits. As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g)	<input type="checkbox"/> Compensation exceeding \$_____.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h)	<input type="checkbox"/> Bonus.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i)	<input type="checkbox"/> Commission.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j)	<input type="checkbox"/> Overtime.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k)	<input type="checkbox"/> Leave of Absence Pay.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (l) ☐ **Related Employers.** See Section 1.29(B).
(If there are Related Employers, choose one or both of a. and b.):

- a. ☐ **Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer. ☐ **OR** ☐ ☐ ☐ ☐
- b. ☐ **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f). ☐ **OR** ☐ ☐ ☐ ☐

- (m) ☐ **Describe Compensation adjustment(s):** ☐ **OR** ☐ ☐ ☐ ☐

- (n) ☐ **Describe Compensation adjustment(s):** _____.

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

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

- | | (1)
All
Purposes | (2)
Eligibility | (3)
Vesting | (4)
Allocation
Conditions |
|--|-------------------------------------|------------------------------------|--------------------------|---------------------------------|
| (a) <input checked="" type="checkbox"/> Actual (hourly) Method. | <input checked="" type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> Equivalency Method: _____ (e.g., daily, weekly, etc.) | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> Elapsed Time Method. See Section 1.40(D)(3). | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) <input type="checkbox"/> Actual (hourly) and Equivalency other.
Equivalency Method: _____ (e.g., daily, weekly, etc.) for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees. | <input type="checkbox"/> | OR <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- (e) ☐ **Describe:** _____.

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

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

- (a) ☒ **Not applicable.** No elective Predecessor Employer Service crediting applies.
- (b) ☐ **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (Complete (1). Choose (2) and/or (3) if applicable):

- | | (1)
All
Purposes | (2)
Eligibility | (3)
Vesting | (4)
Allocation
Conditions |
|--|--------------------------|--------------------------|--------------------------|---------------------------------|
| (1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) <i>(Choose one or more)</i> : | | | | |
| a. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. <input type="checkbox"/> Employer: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. <input type="checkbox"/> Type of Predecessor. Credit service with any Predecessor Employer which is <i>(Choose one or more of i. – v.)</i> : | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. <input type="checkbox"/> An Educational Organization. | | | | |
| ii. <input type="checkbox"/> An Educational Organization providing post-secondary education. | | | | |
| iii. <input type="checkbox"/> An Eligible Employer. | | | | |
| iv. <input type="checkbox"/> A nonprofit research institution. | | | | |
| v. <input type="checkbox"/> Other: _____
<i>(specify organization type)</i> | | | | |
| (2) <input type="checkbox"/> Time period. Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below <i>(Choose a. and/or b. if applicable)</i> : | | | | |
| a. <input type="checkbox"/> Service after. All service, which is or was rendered after: _____ <i>(specify date)</i> . | | | | |
| b. <input type="checkbox"/> Service before. All service, which is or was rendered before: _____ <i>(specify date)</i> . | | | | |
| (3) <input type="checkbox"/> Describe elective Predecessor Employer Service crediting: | | | | |

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

ARTICLE 2 ELIGIBILITY REQUIREMENTS

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

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

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

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

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

- (1) ☐ **Consecutive.** Must be consecutive.
 (2) ☐ **Not consecutive.** Need not be consecutive.

- (h) ☐ ☐ **Describe eligibility conditions:** _____ ☐ **OR** ☐ ☐ ☐ ☐

- (i) ☐ ☐ **Describe eligibility conditions:** _____.

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

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

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

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

- (2) ☐ ☐ **Describe special eligibility Effective Date(s):** _____.

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

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

- (1) ☐ ☐ **No conditions.**
 (2) ☐ ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
 a. ☐ ☐ **Age** _____
 b. ☐ ☐ _____ **Year(s) of Service** (may not exceed 2 Years of Service);
 c. ☐ ☐ _____ **months** (may not exceed 24 months). Service need not be continuous (mere passage of time).
 d. ☐ ☐ **Describe eligibility conditions:** _____

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

- (1) ☐ ☐ **Matching**
 (2) ☐ ☐ **Nonelective**
 (3) ☐ ☐ **Employee/Mandatory**

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

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

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

- (1) ☐ ☐ **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
 (2) ☐ ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

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

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

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

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

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> Semi-annual. The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> First day of Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> First day of each Plan Year quarter.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> The first day of each month.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Describe: _____ (e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)				

Mandatory Contribution - entry date (Choose if applicable):

- (g) ☐ **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one):
- (1) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (2) ☐ **First day of Plan Year.**
- (3) ☐ **The first day of each month.**
- (4) ☐ **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) ☐ **Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

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

- (a) ☐ **Immediately following** the date the Employee completes the eligibility conditions.
- (b) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (c) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
- (d) ☐ **Nearest** the date the Employee completes the eligibility conditions.
- (e) ☐ **Describe:** _____
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

ARTICLE 3 PLAN CONTRIBUTIONS

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

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

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

- (a) ☐ **Uniform %.** _____% of each Participant's Compensation, per Plan Year.
- (b) ☐ **Fixed dollar amount.** \$_____, per Plan Year.

- (c) ☐ **Describe:** _____ (e.g., *The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f)(1) below.*)

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

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

- (d) ☐ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (Choose one):
- (1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
- (2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional Provisions (Choose if applicable)

- (f) ☐ **Provisions** (Choose one or more of (1) or (2) as applicable.):

- (1) ☐ **Time period.** Instead of the Plan Year, the time period will be per _____ (e.g., *month, Hour of Service, per Participant per month*).

- (2) ☐ **Describe additional conditions related to Mandatory Employee Contributions**

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

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

- (1) ☐ **Percentage of Compensation.** An amount equal to _____% of such Employee's Compensation.
- (2) ☐ **Other formula** (Specify an amount equal to a percentage of the Mandatory Employee Contributions): _____

[Note: The Employer Contribution formula must be definitely determinable (e.g., a fixed Contribution equal to 50% of Mandatory Employee Contributions).]

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

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

- (a) ☒ **Do not apply.** The Plan is not an ACA or EACA (skip to Election 20).
- (b) ☐ **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):

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

- a. ☐ **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
- b. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

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

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- b. ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
- d. ☐ **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
- e. ☐ **Describe affected Participants:** _____

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

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

- a. ☐ **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, _____% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

- b. ☐ **Increasing schedule.** The Automatic Deferral Percentage will be:

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

- c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- d. ☐ **Describe Automatic Deferral percentage:** _____.

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

- e. ☐ **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. ☐ **Automatic increase.** The Automatic Deferral Percentage will increase by _____% per year up to a maximum of _____% of Compensation.
- g. ☐ **Describe increase:** _____.

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

- h. ☐ **First day of the Plan Year.**
- i. ☐ **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually)

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

- j. ☐ **The increase will apply as of the second Change Date thereafter.**
- k. ☐ **Describe first year increase:** _____ (e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

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

- a. ☐ **Do not apply.**
- b. ☐ **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.
- c. ☐ **30-90 day withdrawal.** Apply, within _____ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).

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

- a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
- b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]

(6) ☐ **Describe Automatic Deferral:** _____.

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

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

(a) ☒ **Do not apply.**

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

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

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

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

c. ☐ **Describe affected Participants:** _____.

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

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

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

b. ☐ **Describe increase:** _____.

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

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

a. ☐ **First day of the Plan Year.**

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

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

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

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

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

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

(1) ☒ **Age 50 Catch-Up.**

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

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

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

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> Discretionary - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Fixed - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(c) ☐ **Fixed - tiered** _____ ☐ ☐ ☐ _____

	<u>Elective Deferral %</u>	<u>Matching Rate</u>
(e.g., up to 3)	_____ %	_____ %
(e.g., more than 3 up to 5)	_____ %	_____ %
	_____ %	_____ %
	_____ %	_____ %

(d) ☐ **Fixed - Years of Service** _____ ☐ ☐ ☐ _____

	<u>Years of Service</u>	<u>Matching Rate</u>
(e.g., up to 2)	_____	_____ %
(e.g., more than 2 up to 5)	_____	_____ %
	_____	_____ %
	_____	_____ %

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

- a. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
 b. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

(e) ☐ **Fixed - Based on age at end of period** _____ ☐ ☐ ☐ _____

	<u>Age</u>	<u>Matching Rate</u>
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

(f) ☐ **Fixed - Job location or classification** _____ ☐ ☐ ☐ _____
 (must be objectively determinable)

	<u>Location or Class</u>	<u>Matching Rate</u>
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

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

(h) ☐ **Describe:** _____
 (e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

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

Additional Provisions (Choose if applicable)

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

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

- (1) ☐ Pre-Tax Elective Deferrals.
- (2) ☐ Roth Elective Deferrals.
- (3) ☐ Employee (after-tax) Contributions.
- (4) ☐ Elective Deferrals made to the following plan: _____ (enter name of plan).
- (5) ☐ Describe: _____

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

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

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

- | | <u>Age 50
Catch-Ups</u> | <u>Qualified
Organization
Catch-Ups</u> |
|--|-----------------------------|---|
| (a) <input type="checkbox"/> Match. Will match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> No Match. Will not match the Catch-Up Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> Describe. _____
(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals) | | |

24. [Reserved]

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

- (a) ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☐ **Fixed.** (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
- (1) ☐ **Uniform %.** _____% of each Participant's Compensation, per _____ (e.g., Plan Year, month).
- (2) ☐ **Fixed dollar amount.** \$_____, per _____ (e.g., Plan Year, month, Hour of Service, per Participant per month).
- (3) ☐ **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

<u>Age</u>	<u>Contribution Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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

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

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

- i. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- ii. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (5) ☐ **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

<u>Job Classification or Business Location</u>	<u>Contribution Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- (6) ☐ **FICA Replacement Contributions:**
This Plan requires the following minimum level of contributions:
- a. ☐ The Institution shall make an annual contribution to each Participant's account equal to _____% of such Participant's Compensation.

[Note: The minimum amount of contributions here must total at least 7.5% of the Participant's Compensation up to the current Taxable Wage Base (\$127,200 for 2017, and as adjusted for cost of living increases for each year thereafter.)]

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

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

- a. ☐ Sick leave
 b. ☐ Vacation leave
 c. ☐ Personal leave

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

- d. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
- i. ☐ The Former Employee must be at least age _____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$_____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. ☐ **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):
- i. ☐ The Employee must be at least age _____ (e.g., 55)
 - ii. ☐ The value of the unused accumulated leave must be at least \$_____ (e.g., \$2,000)
 - iii. ☐ A contribution will only be made if the total hours are over _____ (e.g., 10) hours
 - iv. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours

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

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

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

- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.
 (2) ☐ **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
 (4) ☐ **Describe:** _____ (must be definitely determinable (e.g., amount set forth in long-term disability policy)).

- (d) ☐ **Describe:** _____

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

Additional Provisions (*Choose if applicable*)

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

- (1) ☐ **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
 (2) ☐ **Percent of Deemed Includible Compensation.** The Employer will contribute _____ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated

from Service and then for the next ____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) ☐ **Describe:** _____.

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

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

(4) ☐ **All Former Employees.**

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

- a. ☐ **Union Employees.** Collectively bargained employees who participate in the following unions: _____.
- b. ☐ **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
- c. ☐ **School superintendent.**
- d. ☐ **School principals.**
- e. ☐ **Describe inclusion:** _____
(e.g., include administration Employees). [Note: Must be definitely determinable.]

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

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

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

- (1) ☐ **Percentage amount.** ____% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$_____ (not exceeding the Taxable Wage Base).
- (2) ☐ **Dollar amount.** The following amount: \$_____ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).

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

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

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

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

- a. ☐ **Each in own classification.** Each Participant constitutes a separate classification.
- b. ☐ **Describe the classifications:** _____.

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

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

- a. ☐ **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.
- b. ☐ **Flat dollar.** The same dollar amount to each Participant within the classification.
- c. ☐ **Describe:** _____
(e.g., Allocate pro rata to group A and flat dollar to group B.)

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

- (e) ☐ The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

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

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

27. [Reserved]

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

- (a) ☒ **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (b) ☐ **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures *(Choose one or more of (1) through (7). Choose Contribution Type as applicable):*

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

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> None.	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 501 Hours of Service/terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Last day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Last day of the Election 28(c) time period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> 1,000 Hours of Service in the Plan Year (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) <input type="checkbox"/> Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	<input type="checkbox"/> _____	OR	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
(7) <input type="checkbox"/> Describe conditions: _____ <i>(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)</i>					
(c) <input type="checkbox"/> Time period. Under Section 3.06(C), Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures will be applied based on each Plan Year for all contributions/forfeitures unless otherwise elected below <i>(Choose one or more of (1) through (5). Choose Contribution Type as applicable):</i>					
(1) <input type="checkbox"/> Plan Year.	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Plan Year quarter.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Calendar month.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Payroll period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> Describe time period: _____					

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

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

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

- (a) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (*Choose (1) or (2).*):
- (1) ☐ **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (2) ☐ **Apply allocation conditions.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.
- (b) ☐ **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment (or is on a paid leave of absence), apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability, attainment of Normal Retirement Age or Early Retirement Age, or is on a paid leave of absence, as specified, and as applied to the specified Contribution Types/forfeitures (*Choose one or more of (1) through (5). Choose Contribution Type as applicable.*):

	(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> Death.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Disability.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Normal Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Early Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> Paid Leave of Absence.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. **FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07. The Plan Administrator may first apply forfeitures to pay Plan expenses.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (*Choose one or more of (a) through (d) and choose Contribution Type as applicable.*):

	(1) All Forfeitures		(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a) <input type="checkbox"/> Reduce Nonelective. Apply to Nonelective Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Reduce Match. Apply to Matching Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input checked="" type="checkbox"/> Pro rata. Allocate pro-rata based on Compensation.	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe: _____ (e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)				

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

- (a) ☐ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) ☒ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation and the Vendor with regard to the following amounts. (*Choose one.*)
- (1) ☐ Only otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
- (2) ☒ Otherwise distributable and nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

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

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

**ARTICLE 4
LIMITATIONS AND TESTING**

33. [Reserved]

**ARTICLE 5
VESTING REQUIREMENTS**

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

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

- (a) ☒ **Specific age.** The date the Participant attains age 59.5.
- (b) ☐ **Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) ☐ **Describe:** _____
(For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service.)

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

- (d) ☒ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (e) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

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

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

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

(f) ☐ **Describe:** _____

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

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

- (a) ☐ **Death.**
- (b) ☐ **Disability.**
- (c) ☐ **Early Retirement Age.**

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

- (a) ☒ **Immediate vesting.** 100% Vested at all times in all Accounts.

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

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

	(1) All Contributions		(2) Nonelective	(3) Matching
(1) <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 6-year graded.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> 3-year cliff.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

(4) ☐ **Modified Schedule.** ☐ **OR** ☐ ☐

<u>Years of Service</u>	<u>Vested %</u>
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%
_____ or more	100%

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

(c) ☐ **Special vesting provisions:** _____.

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

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

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

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

(1) ☐ **Plan Year.**

(2) ☐ **Anniversary Year.**

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

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

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

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

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

(e) ☐ **Other exclusions:** _____.

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

ARTICLE 6 DISTRIBUTION OF ACCOUNT BALANCE

39. **POST-SEVERANCE DISTRIBUTIONS.** To the extent permitted by the Investment Arrangement Documentation, the provisions in this Election 39 apply to distributions to Participants following Severance from Employment. (Complete (a), (b) and (c). Choose (d) and (e) if applicable.)

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

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

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

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

a. ☐ **\$5,000.**

b. ☐ **\$1,000.**

c. ☐ **Specify amount: \$_____.**

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

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

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

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

- e. ☐ **Disregards Rollover Contribution Account.**

- f. ☐ **Includes Rollover Contribution Account.**

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

- (1) ☒ **Lump-Sum.**

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

- (3) ☒ **Installments.**

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

- (5) ☒ **Ad-Hoc distributions.**

- (6) ☐ **Describe distribution method(s):** _____.

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof (e.g., as to any Participant group or Accounts). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; and (iii) preserve Protected Benefits as required.]

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

- (1) ☒ Under any distribution method available under the Investment Arrangement Documentation.

- (2) ☐ Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

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

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

- (1) ☐ Attainment of age _____.

- (2) ☐ Describe: _____.

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable; (ii) not be subject to Employer or Plan Administrator discretion; and (iii) preserve Protected Benefits as required.]

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

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

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

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

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

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.
- (b) ☒ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (8).):

[Note: Unless the Employer elects otherwise in Election (b)(8) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> None. Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/> Age (Choose one or more of a. through e.)					
a.	<input type="checkbox"/> Age _____ (must be at least 59 1/2).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> Age _____ (may be less than 59 1/2).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c.	<input checked="" type="checkbox"/> Age 59 1/2	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/> Age and participation. [] OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	The Participant must have attained age _____ and completed _____ years of Plan participation or _____ Years of Service for purposes of vesting. (Fill in whichever blank applies.)					
e.	<input type="checkbox"/> Upon attaining Normal Retirement Age (Normal Retirement Age must be at least 59 1/2.)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> Hardship	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(4)	<input checked="" type="checkbox"/> Disability.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<input type="checkbox"/> _____ months of participation. (specify minimum of 60 months)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
(6)	<input checked="" type="checkbox"/> Qualified Reservist Distribution. See Section 6.01(D)(10).	N/A	<input checked="" type="checkbox"/>	N/A	N/A	N/A
(7)	<input checked="" type="checkbox"/> Deemed Severance Distribution. See Section 6.11.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<input checked="" type="checkbox"/> Describe: <u>The safe harbor hardship provisions of Section 6.07(C) will apply to Elective Deferrals. Pre-1989 Elective Deferrals and pre-1989 earnings thereon in an Annuity Contract may be distributed at any time.</u>					

[Note: The Employer under Election 40(b)(8) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(8) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; and (iv) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

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

- (a) ☐ **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to *(Choose one or more of (1) or (2))*:
- (1) ☐ **Hardship distributions.** Distributions based on hardship.
- (2) ☐ **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$_____ *(specify amount)*.
- (c) ☐ **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) ☐ **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) ☐ **Describe other conditions:** _____.

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

42. **JOINT AND SURVIVOR ANNUITY/SPOUSAL CONSENT REQUIREMENTS (6.04).** Subject to the terms of the Investment Arrangement Documentation, the joint and survivor annuity distribution requirements of Section 6.04 and no other spousal consent requirements apply unless otherwise elected below *(Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.)*:

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

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

- (1) ☐ **Applies.** The one-year marriage rule applies.
- (2) ☐ **Does not apply.** The one-year marriage rule does not apply.
- (b) ☐ **Spousal consent required.** Spousal consent is required for *(Choose one or both)*:
- (1) ☐ **Distributions.** A married Participant's Spouse must consent to a distribution (other than Required Minimum Distributions).
- (2) ☐ **Beneficiary designations.** A married Participant's Beneficiary will be the Participant's Spouse unless the Spouse consents to an alternative Beneficiary.

One-year marriage rule. Under Section 7.05(A)(3) *(Choose (3) or (4))*:

- (3) ☐ **Applies.** The one-year marriage rule applies.
- (4) ☐ **Does not apply.** The one-year marriage rule does not apply.

ARTICLE 7 ADMINISTRATIVE PROVISIONS

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

- (a) ☐ **No Loans.** Plan loans are not permitted.
- (b) ☒ **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

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

- (a) ☐ **No Rollovers.** Rollover Contributions are not permitted into the Plan.
- (b) ☒ **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

**ARTICLE 10
MULTIPLE EMPLOYER PLAN**

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

- (a) ☒ **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) ☐ **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: _____. The Employer makes the following additional elections (*Choose (1) or (2)*):
- (1) ☐ **Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
- a. ☐ **All.** May modify all elections.
- b. ☐ **Specified elections.** May modify the following elections: _____ (*specify by election number*).
- c. ☐ **Restrictions.** May modify subject to the following additional restrictions: _____.
(*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
- (2) ☐ **Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

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

Plan ExecutionEmployer: University of KentuckyDate: [signed electronically]Signed: [signed electronically][print representative name/title]

Vendor: _____

[vendor signature is optional]

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

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

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

APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

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

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

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

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

- (b) ☐ **Contribution Types (1.12).** The Contribution Types under Election(s) 6 _____ are effective: _____.
- (c) ☐ **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 _____ are effective: _____.
- (d) ☐ **Compensation (1.11).** The Compensation definition under Election(s) _____ (specify 8 - 10 as applicable) are effective: _____.
- (e) ☐ **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ (specify 11 - 12 as applicable) are effective: _____.
- (f) ☐ **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ (specify 14 - 17 as applicable) are effective: _____.
- (g) ☐ **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: _____.
- (h) ☐ **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) _____ (specify 19 - 21 as applicable) are effective: _____.
- (i) ☐ **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) _____ (specify 22 - 23 as applicable) are effective: _____.
- (j) ☐ **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ (specify 25 - 27 as applicable) are effective: _____.
- (k) ☐ **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ (specify 28 - 29 as applicable) are effective: _____.
- (l) ☐ **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 _____ are effective: _____.
- (m) ☐ **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 _____ are effective: _____.
- (n) ☐ **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 _____ are effective: _____.
- (o) ☐ **Vesting (5.03).** The vesting provisions under Election(s) _____ (specify 34 - 38 as applicable) are effective: _____.
- (p) ☐ **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ (specify 39 - 42 as applicable) are effective: _____.
- (q) ☐ **Special Effective Date(s) for other elections (specify elections and dates):** _____

APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

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

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

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

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

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

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

- a. ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

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

- a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after _____ (*may not be earlier than December 31, 2008*).
- b. ☐ **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. ☐ **Other:** _____
(specify other Contribution Type Compensation which includes Differential Wage Payments)

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

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

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

(c) ☐ **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: _____

(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4)).

(d) ☒ **Contribution/allocation (Article 3) overrides.** (*Choose one or more of (1) through (5) if applicable.*):

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

- a. ☐ **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. ☐ **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. ☐ **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
- d. ☒ **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more.*):
 - (i) ☒ Elective Deferrals
 - (ii) ☐ Matching Contributions
 - (iii) ☐ Nonelective Contributions

- (iv) ☐ Rollovers
 - (v) ☐ Transfers
 - (vi) ☐ Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- (2) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-rata based on days, the Plan Administrator (Choose a. or b.):
- a. ☐ **No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.
 - b. ☐ **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) ☐ **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (4) ☐ **Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (5) ☐ **Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (Choose a., b. or c.):
- a. ☐ **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. ☐ **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. ☐ **One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) ☐ **Testing (Article 4) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
 - (2) ☐ **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) ☐ **Vesting (Article 5) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) ☐ **Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).
- (g) ☒ **Distribution (Article 6) overrides.** (Choose one or more of (1) through (4) as applicable.):
- (1) ☐ **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
 - a. ☐ **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
 - b. ☐ **Deferrals.** Under the same provisions which apply to Elective Deferrals.
 - c. ☐ **Match.** Under the same provisions which apply to Matching Contributions.
 - d. ☐ **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
 - e. ☐ **Other:** _____

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

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

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

- (i) ☐ **Age.** The Participant has attained age _____.
- (ii) ☐ **Participation.** The Participant has _____ months of participation (specify minimum of 60 months). Section 6.01(C)(4)(a)(ii).
- (iii) ☐ **Seasoning.** The amounts being distributed have accumulated in the Plan for at least _____ years (at least 2). See Section 6.01(C)(4)(a)(i).
- (iv) ☐ **Other** (describe): _____
(must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))

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

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

- b. ☐ **Minimum amount.** The minimum amount that may be rolled over is \$_____.

(3) ☒ **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.(4) ☐ **Annuity Distributions (6.04).** (Choose one or both of a. and b. if applicable.):

- a. ☐ **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be _____. (Specify a percentage between 50% and 100%.)
- b. ☐ **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be _____. (Specify a percentage between 50% and 100%.)

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

- (1) ☐ **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
- (2) ☐ **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)
- (3) ☐ **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: _____ (Specify a definition.)

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions. For example, the selected definition will apply to the determination of default beneficiary designations.]

- (4) ☐ **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply unless restricted by the Investment Arrangement or Vendor: _____ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)
- (5) ☐ **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order _____ (Specify, in order, one or both: Forfeitures, Employer Contribution.)
- (6) ☐ **State law (7.09(H)).** The law of the following state will apply: _____ (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)
- (7) ☐ **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: (Choose a., b. or c.)
- a. ☐ Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
- b. ☐ The excess funds will be allocated pro rata based on account balance.
- c. ☐ The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.

- (i) ☐ **Transfer overrides (Article 9).** *(Choose one or more of (1) through (4) if applicable.):*
- (1) ☐ **Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*
- ☐ The Plan does not provide for or permit such exchanges.
 - ☐ The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
 - ☐ The Plan provides for and permits such transfers under the following circumstances: _____.
- (2) ☐ **Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*
- ☐ The Plan does not provide for or permit such exchanges.
 - ☐ The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
 - ☐ The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: _____.
- (3) ☐ **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan or to other plans, the Plan allows transfers to this Plan or to other plans as elected below *(Choose a., b., and/or c. if applicable):*
- ☐ The Plan allows transfers to this Plan.
 - ☐ The Plan allows transfers to other plans.
 - ☐ The Plan provides for and permits such transfers under the following circumstances: _____.
- Eligible Employees.** If transfers to this Plan are allowed (i.e., a. is selected), then such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose d., e. or f. if applicable):*
- ☐ current employees only.
 - ☐ current and former Employees.
 - ☐ only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.
- Withdrawals of Transfers.** An Employee will be entitled to request a distribution of transferred amounts at any time if permitted under the Investment Arrangement and under the Code unless otherwise elected below *(Choose g. if applicable):*
- ☐ withdrawals of transfers are only allowed at such time as other distributions are permitted under the Plan.
- (4) ☐ **Transfers to purchase service credit in a defined benefit plan (9.06(G)).** If this Election (i)(4) is selected, then a Participant who is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code §414(d)) that provides for the acceptance of plan-to-plan transfers may elect to have transfers in accordance with following *(Choose a., b. or c.):*
- ☐ The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit governmental plan at any time.
 - ☐ The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit governmental plan upon Severance from Employment.
 - ☐ The Participant may elect to have any portion of the Participant's Account Balance transferred to a defined benefit plan related to the Employer at any time _____ (name of plan).
- (j) ☐ **Protected Benefits (9.02(C)).** The following Protected Benefits no longer apply to all Participants or do not apply to designated amounts/Participants as indicated: *(specify the Protected Benefits).*
- (1) ☐ _____
 - (2) ☐ _____
 - (3) ☐ _____

- (k) ☐ **Distributions under a QDRO (6.05).** In lieu of Section 6.05(A), permitting a distribution to an alternate payee under a QDRO at any time irrespective of whether the Participant has attained his/her earliest retirement age, the following applies (*Choose (1), (2) or (3)*):
- (1) ☐ Participant must meet a distribution event in order for the alternate payee to take a distribution.
 - (2) ☐ Participant must terminate employment in order for the alternate payee to take a distribution.
 - (3) ☐ Participant must meet earliest retirement age as defined under Code §414(p)(4)(B) in order for the alternate payee to take a distribution (includes distribution event).

APPENDIX C
[RESERVED]

This document is generated through an electronic signature system. The sole purpose of this document is to accurately report information contained in the system regarding the document(s) signed, the individual(s) who signed such document(s) and the date such individual(s) electronically signed said document(s).

Document	Document Id
403(b) Adoption Agreement	263226

Signer Name	Role	Date
Eric Monday	Employer	11/24/2020 10:07:59 AM ET

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER (1.10).

Name: University of Kentucky

Address: 115 Scovell Hall Street

Lexington Kentucky 40506

City State Zip

Telephone: _____

Taxpayer Identification Number (TIN): 61-6001218

2. PLAN NAME.

Name: University of Kentucky 457(b) Voluntary Plan

3. **PLAN YEAR (1.26).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election b. and c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a. ☒ **December 31.**
- b. ☐ **Plan Year:** ending: _____.
- c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**
- b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. ☒ 1/1/2002 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

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

d. ☒ 1/1/2021 (enter month day, year)

Special Effective Dates: (optional)

e. ☐ **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose d. only):

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of a. through d. if applicable):

- a. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will **Roth Elective Deferrals** be made?

1. ☒ **Yes.** [Note: The Employer must also permit Pre-tax Elective Deferrals.]

2. ☐ **No.**

And will Matching Contributions be made with respect to **Pre-Tax Elective Deferrals**?

3. ☐ **Yes.** See Question 16.
4. ☒ **No. (By selecting this option, there will be No Matching Contributions)**

b. ☐ **Nonelective Contributions.** See Question 17.

c. ☒ **Rollover Contributions.** See Question 23.

Frozen Plan

d. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

6. **EXCLUDED EMPLOYEES (1.09).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

a. ☒ **No exclusions.** All Employees are eligible to participate.

b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
2. ☐ **Hourly-paid Employees.**
3. ☐ **Leased Employees.** The Plan excludes Leased Employees.
4. ☐ **Specify:** _____.

7. **INDEPENDENT CONTRACTOR (1.15).** The Plan (Choose one of a., b. or c.):

a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.

b. ☒ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

_____.

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b. or c.):

- a. ☒ Wages, tips and other compensation on Form W-2.
- b. ☐ Code §3401(a) wages (wages for withholding purposes).
- c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

d. ☒ **No modifications.** The Plan makes no modifications to the definition.

e. ☐ **Modifications** (Choose one or more of 1. through 5.):

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
2. ☐ **Elective Contributions. (1.05(E))** The Plan excludes a Participant's Elective Contributions.
3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (Choose one of f. or g.):

f. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. (N/A if no matching or nonelective contributions)

- g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. *(N/A if no matching or nonelective contributions)*
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.)*:
- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more)*:
1. ☒ **Regular Pay.** Post-Severance Compensation will include regular pay and it will apply to all Contribution Types.
 2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include leave cashouts and it will apply to all Contribution Types.
 3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include deferred compensation and it will apply to all Contribution Types.
 4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include salary continuation for disabled participants and it will apply to all Contribution Types.
 5. ☒ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.
10. **NORMAL RETIREMENT AGE (1.21).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.)*:
- a. ☒ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age 65. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*
- b. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. *[Note: The age may not exceed age 70 1/2.]*

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable):*

- c. ☐ **Police department employees.** (Plan Section 3.05(B)(3)) *(Choose 1. or 2.)*:
1. ☐ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. *[Note: The age may not exceed age 70 1/2.]*
- d. ☐ **Fire department employees.** (Plan Section 3.05(B)(3)) *(Choose 1. or 2.)*:
1. ☐ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.)*:

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.)*:
1. ☐ **Age.** Attainment of age _____.
 2. ☐ **Service.** Service requirement *(Choose one of a. or b.)*:
 - a. ☐ **Year of Service.** One year of Continuous Service.
 - b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
 3. ☐ **Specify:** _____.

12. **PLAN ENTRY DATE (1.25).** "Plan Entry Date" means the Effective Date and *(Choose one of a. through d.)*:

- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.

- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- c. ☐ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☒ **Specify:** Immediately upon meeting eligibility conditions, if any.

13. **SALARY REDUCTION CONTRIBUTIONS (1.31).** A Participant's Salary Reduction Contributions under Election 5.a. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).
 2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).
 3. ☐ **Specify:** _____.

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special Normal Retirement Age Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. ☒ **Permits.** Participants may make Normal Retirement Age catch-up contributions.
AND, Special Normal Retirement Age Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
 2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make Normal Retirement Age catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
 2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (6.03(C)).** The Plan (*Choose one of a. or b.*):

- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay. Notwithstanding anything to the contrary, for purposes of Salary Reduction Contributions, Compensation will include leave cash-outs (as defined in Section 1.05(F)) and accumulated sick pay, accumulated vacation pay and back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT AND AUTOMATIC ESCALATION (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose a. or b.*) Note: if Eligible Automatic Contribution Arrangement (EACA), also select 15c and complete Question 24:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 2. ☐ **New Participants.** Each Employee who enters the Plan on or following: _____.
 3. ☐ **Describe Application of Automatic Deferrals:** _____.
- c. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA). Complete Question 24.

AUTOMATIC ESCALATION (3.02(E)). The Automatic Escalation provisions of Section 3.02(E). (Choose d. or e.):

d. ☒ **Do not apply.**

e. ☐ **Apply.** (Complete 1., 2., 3., and if appropriate 4.):

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

a. ☐ **All Automatically Enrolled Participants.** All Participants who have been automatically enrolled.

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

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

d. ☐ **Describe affected Participants:** _____.

[Note: The Employer in Election 15(e)(1)d. may further describe affected Participants. The group of Participants must be definitely determinable and if an EACA under Election 15(c), must be uniform.]

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

a. ☐ **Automatic increase.** The Participant's Salary Reduction Contributions will increase by _____% per year up to a maximum of _____% of Compensation unless the Participant has filed a contrary election after the effective date of this Election or, as appropriate, any amendment thereto.

b. ☐ **Describe increase:** _____.

[Note: The Employer in Election 15(e)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

3. **Change Date.** The Salary Reduction Contributions will increase on the following day each Plan Year: (Choose a. or b.):

a. ☐ **First day of the Plan Year.**

b. ☐ **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually and is the first day of a month)

4. **First Year of Increase.** The Automatic Escalation provision will apply to a Participant beginning with the first Change Date after the Participant is subject to Automatic Escalation, unless otherwise elected below: (Choose a. or b., if applicable):

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

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

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.a. are made as follows (Choose one or more of a. through d.):

a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.

b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

e. ☐ **Plan Year.**

- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (*Choose one of i. through l.*):

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of m. or n.*):

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions (*Choose one or more of 1. through 4.*):
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.20).** The Nonelective Contributions under Election 5.b. are made as follows: (*Choose one*):

- a. ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed.** _____% of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows:
- _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of d. or e.*):

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions (*Choose one or more of 1. through 4.*):
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

18. **TIME AND OPTIONAL FORMS OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing and forms of payment. A Participant/Beneficiary may generally commence distribution of benefits at any time following Severance from Employment or death by submitting a request to the Investment Sponsor (subject to Investment Options, mandatory distribution rules and required minimum distribution rules (4.03)).

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (*Choose a. or b.*):

- a. ☒ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- b. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a lesser amount is selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

1. ☐ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$_____ (not to exceed \$5,000) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

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

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

Application of Rollovers to amount limit. In determining whether a Participant's Account Balance exceeds the Mandatory Distribution dollar limit in Election 18(b)(1), the Plan (Choose d. or e.):

- d. ☐ **Disregards Rollover Contribution Account.**
e. ☐ **Includes Rollover Contribution Account.**

19. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (Choose one of a. or b.):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (Choose one or more of 1. through 4.):
1. ☐ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 2. ☐ **One-time De minimis exception.** (Plan Section 4.05(B)) If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this One-time de minimis exception, then (Choose one of a. or b.):
 - a. ☐ **Participant election/optional distribution.** The Participant may elect to receive all of his/her Account.
 - b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 3. ☒ **Age 70.5.** A Participant who attains the specified age (no earlier than age 59 1/2) prior to Severance from Employment may elect distribution of any or all of his/her Account.
 4. ☐ **Specify:** _____.

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

20. **QDRO (4.06).** The QDRO provisions (Choose one of a., b. or c.):

- a. ☒ **Apply.**
b. ☐ **Do not apply.**
c. ☐ **Specify:** _____.

21. **HEART ACT PROVISIONS (1.32(C)(3)/3.12).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☒ **Not apply the benefit accrual provisions of Section 3.12.**
b. ☐ **Apply the benefit accrual provisions of Section 3.12.**

Distributions for deemed severance of employment (1.32(C)(3))

- c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**
d. ☐ **The Plan permits distributions for deemed severance of employment.**

22. **PLAN LOANS (5.02).** The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☐ **Does not permit.**
b. ☒ **Permitted pursuant to the loan policy.**

23. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.c. are made as follows:

Who may roll over (Choose one of a. or b.):

- a. ☐ **All Participants.**
b. ☒ **Active Participants only.**

Sources/Types. The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (*Choose one of e., f. or g.*):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

24. Other EACA Provisions. (Section 3.13)

- a. ☐ **Effective Date** (enter date):
1. ☐ EACA Effective Date: _____ (not earlier than December 31, 2007)
- EACA Termination Date** (leave blank if not applicable)
- a. ☐ EACA provisions no longer apply. The EACA provisions applied as of the Effective Date specified in 1. but the provisions no longer apply effective as of: _____.

Permissible Withdrawals. Does the Plan permit Participant permissible withdrawals within 90 days (or less) of first automatic deferral? (select one)

2. ☐ No.
3. ☐ Yes, within 90 days of first automatic deferral
4. ☐ Yes, within _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. For Plan Years beginning on or after January 1, 2010, will Participants who make an affirmative election continue to be covered by the EACA provisions (*i.e.*, their affirmative election will remain intact but they must receive an annual notice)? (select one)

5. ☐ Yes (if selected, then the annual notice must be provided to applicable Participants).
6. ☐ No.

25. In-Plan Roth Rollover Contributions. (Section 3.14) The following provisions apply regarding In-Plan Roth Rollover Contributions to the extent allowed by the Investment Sponsor (*Choose one of a. or b.*):

- a. ☐ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- b. ☒ **Applies.** The Plan permits In-Plan Roth Rollover Contributions with regard to the following amounts. (*Choose one.*)
1. ☐ Only otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
2. ☒ Otherwise distributable and nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

26. Plan-to-Plan Transfers to the Plan (Section 9.03): Plan-to-Plan Transfers to this Plan are prohibited by Section 9.03 unless elected below:

- a. ☒ Direct transfers may be made to the Plan from another Governmental Eligible 457(b) Plan to the extent permitted by law.
- b. ☐ Direct transfers may be made to the Plan from another Governmental Eligible 457(b) Plan, subject to the following limitations: _____
- c. ☐ Direct plan-to-plan transfers to this Plan are **not** allowed (Plan default under Section 9.03)

27. Plan-to-Plan Transfers from the Plan (Section 9.03): Plan-to-Plan Transfer from the Plan are prohibited by Section 9.03 unless elected below:

- a. ☒ Direct transfers from the Plan may be made to another Governmental Eligible 457(b) Plan to the extent permitted by law.
- b. ☐ Direct transfers from the Plan may be made to another Governmental Eligible 457(b) Plan, subject to the following limitations: _____
- c. ☐ Direct plan-to-plan transfers from this Plan are **not** allowed (Plan default under Section 9.03)

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: University of Kentucky

By: [signed electronically]

[signed electronically]
DATE SIGNED

This document is generated through an electronic signature system. The sole purpose of this document is to accurately report information contained in the system regarding the document(s) signed, the individual(s) who signed such document(s) and the date such individual(s) electronically signed said document(s).

Document	Document Id
Adoption Agreement	294304

Signer Name	Role	Date
Eric Monday	Employer	07/29/2021 10:11:06 AM ET

**ADOPTION AGREEMENT FOR
TIAA
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: University of Kentucky

Address: Attn: Human Resources: 115 Scovell Hall
Street

Lexington City Kentucky State 40506 Zip

Telephone: 859-257-9555

Taxpayer Identification Number (TIN): 61-6001218

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☒ State government or state agency
- b. ☐ County or county agency
- c. ☐ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

University of Kentucky 401(a) Qualified Pension Plan

5. PLAN STATUS

- a. ☐ New Plan
 - b. ☒ Amendment and restatement of existing Plan
- CYCLE 3 RESTATEMENT** (leave blank if not applicable)

- 1. ☒ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (cannot be earlier than the first day of the current Plan Year)

a. January 1, 2004 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. January 1, 2022 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

a. ☒ the calendar year
 b. ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

c. ☒ N/A
 d. ☐ beginning on _____ (enter month day, year; e.g., July 1, 2020)
 and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

a. ☒ Employer (use Employer address and telephone number)
 b. ☐ The Committee appointed by the Employer (use Employer address and telephone number)
 c. ☐ Other:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

10. TYPE OF PLAN (select one)

a. ☒ **Profit Sharing Plan.**
 b. ☐ **Money Purchase Pension Plan.**
 c. ☐ **Grandfathered 401(k) Plan adopted by the governmental entity before May 6, 1986**

NOTE: The governmental entity adopting the 401(k) feature must be the same employer as the Employer adopting this Plan. Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at h. - m. (optional), skip questions 12-18 and 22-30)
 2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. ☐ as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

b. ☐ **Employer contributions other than matching** (Questions 24-25)
 1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
 c. ☒ **Employer matching contributions** (Questions 27-28)
 d. ☒ **Mandatory Employee contributions** (Question 30)
 e. ☐ **After-tax voluntary Employee contributions**

- f. ☒ **Rollover contributions** (Question 36)
- g. ☐ **Grandfathered 401(k) Contributions adopted by the governmental entity before May 6, 1986** (Question 26). Also select below if Roth Elective Deferrals are permitted.
1. ☐ Roth Elective Deferrals (Plan Section 1.56)
- a. ☐ Special Effective Date for Roth Elective Deferrals (choose if applicable) _____ (select if Roth deferrals added after the Effective Date)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- h. ☐ **Employer matching contributions**
- i. ☐ **Employer contributions other than matching contributions**
- j. ☐ **Rollover contributions**
- k. ☒ **After-tax voluntary Employee contributions**
- l. ☐ Pre-tax Elective Deferrals
- m. ☐ Roth Elective Deferrals

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.24) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.24)
 2. ☐ Nonresident aliens (as defined in Plan Section 1.24)
 3. ☒ Leased Employees (Plan Section 1.37)
 4. ☐ Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.32).
 5. ☐ Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 6. ☐ Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 7. ☒ Other: An employee who is not described in the Institution's Administrative Regulation as an "Eligible Employee", an Employee whose income is not reasonably expected to exceed the Annual Compensation Limit under the University of Kentucky 403(b) Plan, and an Employee (except those in the weekend pay plan) whose full time equivalency is less than 0.75, Employee in the weekend pay plan whose full time equivalency is less than 0.60, Post-doctorate scholar, Post-doctorate fellow, Visiting scholar, Temporary Employee, Fellowship (Alien or U.S. citizen), On-call nurse, House director, Student, Military Science Employee (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If the exclusions only apply to certain Contribution Types, use 12.b.7 to describe the exclusion and the contribution type to which it applies.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. ☒ **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
- b. ☐ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. ☐ **Age Requirement**
1. ☐ No age requirement
 2. ☐ Age 20 1/2
 3. ☐ Age 21
 4. ☐ Age _____ (may not exceed 26)
- d. ☐ **Service Requirement**
1. ☐ No service requirement
 2. ☐ _____ (not to exceed 60) months of service (elapsed time)
 3. ☐ 1 Year of Service
 4. ☐ _____ (not to exceed 5) Years of Service
 5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 6. ☐ _____ consecutive months of employment.
 7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

NOTE: If the age or service requirements only apply to certain Contribution Types, use 13.d.7 to describe the exclusion and the contribution type to which it applies.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
 2. ☐ age requirement
 3. ☐ waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. ☐ This amendment or restatement (or a prior amendment or restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☒ date such requirements are met
- b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: _____ (must be definitely determinable)

NOTE: If the entry date only applies to certain Contribution Types, use 14.h to describe the entry date and the contribution type to which it applies.

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.48 and 1.66)**

- a. ☐ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; choose other options as applicable) (if more than 3 employers, complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Limitations

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)
- g. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers: _____
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.48 and 1.66)

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.66 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.32) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.66 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. ☒ all purposes (skip to Question 17)
2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

b. ☐ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distribution and contributions

Such method will apply to:

- c. ☐ all Employees
- d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ Hours of Service for:

- a. ☐ all purposes
- b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions

c. ☐ **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)

1. ☐ all purposes
2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ sharing in allocations or contributions

NOTE: To recognize prior service except for break in service rules, leave 16.c blank and see AppendixA, B.c.

- d. ☐ **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.) This servicing credit provision will be used for:
1. ☐ All purposes
 2. ☐ The following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. ☐ N/A (no Employer contributions; skip to Question 19)
 - b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☒ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Vesting for Employer matching contributions

- f. ☐ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☒ Cliff: 100% vesting after 3 (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon Normal Retirement Age and the following events (select all that apply; leave blank if none apply):

- d. ☒ Death
- e. ☒ Total and Permanent Disability
- f. ☐ Early Retirement Date
- g. ☐ Participants who are unable to be reemployed on account of Disability while performing qualified military service as defined in Code §414(u)

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.41) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. ☒ **Specific age.** The date a Participant attains age 65
- b. ☐ **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. ☐ **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. ☐ Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.42) means, with respect to any Participant, the:

- a. ☐ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.20)

- a. ☐ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
 - 1. ☐ date on which a Participant satisfies the early retirement requirements
 - 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

- 4. ☐ Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
- c. ☒ Early Retirement Date means: age plus Years of Service must equal 75 with a minimum of 15 consecutive Years of Service (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.15 and 1.31). If a definition of Compensation is not selected, W-2 wages (a) will apply.

Base definition

- a. ☒ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.50). Compensation will be adjusted by:

- g. ☒ **No adjustments** (skip to Question 23. below)
- h. ☐ **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. ☐ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. ☐ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. ☐ excluding Military Differential Pay
 - 5. ☐ excluding overtime
 - 6. ☐ excluding bonuses
 - 7. ☐ other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

NOTE: If a Compensation exclusion applies to certain Contribution Types, use 22.h.7 to describe the excluded Compensation and the contribution type to which it applies.

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.31), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☒ The defaults listed above apply except for the following (select one or more):
 - 1. ☐ Leave cash-outs will be **excluded**
 - 2. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 - 3. ☒ Military Differential Pay will be **included**
 - 4. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 - 5. ☐ Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.15 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☒ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 - 1. ☐ Exclude all post-severance compensation
 - 2. ☐ Regular pay will be **excluded**
 - 3. ☐ Leave cash-outs will be **excluded**
 - 4. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 - 5. ☒ Military Differential Pay will be **included**
 - 6. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Other: _____ (must be definitely determinable)

NOTE: If a post-severance compensation adjustment applies to certain Contribution Types, use 23.e to describe the post-severance compensation adjustment and the contribution type to which it applies.

NOTE: If 23.d.6 is selected: Employer Nonelective Contributions will continue to be made after severance due to permanent and total disability (as defined in Code §22(e)(3)) in accordance with the terms of this Plan. In addition, 415 Compensation will automatically include disability continuation payments to the extent selected in 23.d.6.

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☐ **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. ☐ **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.

1. ☐ Each Participant constitutes a separate classification.
2. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____
 The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d. ☐ One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

- c. ☐ **Fixed contribution** equal to (only select one):

1. ☐ _____% of each Participant's Compensation for each:

- a. ☐ Plan Year
- b. ☐ calendar quarter
- c. ☐ month
- d. ☐ pay period
- e. ☐ week

2. ☐ \$_____ per Participant.

3. ☐ \$_____ per Hour of Service worked while an Eligible Employee

- a. ☐ up to _____ hours (leave blank if no limit)

4. ☐ other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

- d. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. ☐ The Former Employee must be at least age ____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$ ____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over ____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. ☐ The Employee must be at least age ____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$ ____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over ____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of ____ (e.g., 40) hours
- e. ☐ **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% up to the taxable wage base (the contribution and benefit base under Section 230 of the Social Security Act at the beginning of such Plan Year) of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

1. ☐ Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than ____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. ☐ Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. ☐ Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. ☐ Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate).
5. ☐ Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. ☐ the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
b. ☐ the Employer only
c. ☐ both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute ____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Q30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. ☐ **Collectively Bargained Employees.** Contributions will be made pursuant to the terms of a collective bargaining agreement related to the Employees of the Employer and enumerated as follows: _____.
- g. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula).

NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with

the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c. or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)
- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year**
1. ☐ Required Service During the Plan Year:
A Participant must complete at least _____ Hours of Service if the actual hours/equivalency method is selected.
A Participant must complete at least _____ months of service if the elapsed time method is selected.
 2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. ☐ Participants will NOT share in the allocations, regardless of service.
 4. ☐ Participants will share in the allocations, regardless of service.
 5. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)
- Conditions for Participants employed on the last day of the Plan Year**
6. ☐ No service requirement.
 7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
 9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)
- Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):
- c. ☐ Death
 - d. ☐ Total and Permanent Disability
 - e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date
26. SALARY DEFERRAL ARRANGEMENT - ELECTIVE DEFERRALS (Plan Section 11.2) (skip if Elective Deferrals NOT selected at Question 11.g.) (Roth Elective Deferrals are permitted if selected at Question 11.g.1)
- A. **Catch-Up Contributions** (Plan Section 1.12). May eligible Participants make Catch-Up Contributions?
- a. ☐ No (skip to B. below)
 - b. ☐ Yes, and the following provisions apply:
Matching Catch-Up Contributions. Catch-Up Contributions will be taken into account in applying any matching contribution under the Plan unless selected below.
1. ☐ Matching contributions will not be made for amounts attributable to Catch-Up Contributions (may not be selected if this Plan provides for matching "ADP test safe harbor contributions," "ACP test safe harbor matching contributions," or SIMPLE Plans)
Special effective date (choose if applicable)
2. ☐ The effective date of the Catch-Up Contribution provisions is _____ (Enter special effective date. The special effective date of the CODA cannot be prior to the Effective Date of the Plan (6.a) or, if applicable, the Effective Date of the Restatement (6.b).
- B. **Elective Deferral special effective date** (choose if applicable; not required if the effective date is on or before the Effective Date)
- c. ☐ The effective date of the Elective Deferral component of the Plan, which is also the first Entry Date for the Elective Deferral component of the Plan, is _____ (enter month day, year) Note: The date chosen may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan and the Employer must operationally begin taking deferrals from Compensation as soon as administratively feasible thereafter.
- C. **Automatic Deferral provisions.** (Plan Section 11.2) (skip if Elective Deferrals are NOT selected at Question 11.g.) Will the Plan include Automatic Deferral provisions?
- d. ☐ No (skip to Question 27)
 - e. ☐ Yes, this Plan includes (select one):
1. ☐ A traditional Automatic Contribution Arrangement
2. ☐ An Eligible Automatic Contribution Arrangement (EACA)
- D. **Participants subject to the Automatic Deferral provisions.** The Automatic Deferral provisions apply to Employees who become Participants on or after the effective date of these Automatic Deferral provisions, except as otherwise provided herein.

Application to existing Eligible Employees. If the effective date of these Automatic Deferral provisions is later than the date Elective Deferrals were first permitted under this Plan, then the following rules apply to Eligible Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions (if an EACA, see the Note below; select f. or g. and/or h.):

f. ☐ The Automatic Deferral provisions are either already an ongoing arrangement or will be implemented prospectively on a limited basis (if selected, do not select g.)

1. ☐ **No application to existing Participants.** These Automatic Deferral provisions do not apply to Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions.

2. ☐ **New hires only.** These Automatic Deferral provisions only apply to Employees whose employment commencement date (or reemployment commencement date) is on or following the effective date of these Automatic Deferral provisions or the following date:

Other effective date. (optional; specify a date)

a. ☐ _____

g. ☐ These Automatic Deferral provisions apply to existing Participants in accordance with the following (select one):

1. ☐ **All Participants.** All existing Participants, regardless of any prior Salary Deferral Agreement.

2. ☐ **Affirmative Election of at least Automatic Deferral amount.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions that is at least equal to the Automatic Deferral amount.

3. ☐ **No existing Affirmative Election.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions.

h. ☐ Other: _____ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii))

NOTE: Option D.h. may be used to exclude other Participants from the Automatic Deferral provisions.

NOTE: If an EACA and c. is selected (i.e., EACA does not apply to existing Participants), then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply.

E. **Automatic Deferral amount.** Unless a Participant subject to Automatic Deferral makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (select one):

i. ☐ _____% of Compensation for each payroll period

j. ☐ \$_____ for each payroll period (may not be selected if an EACA)

k. ☐ Other: _____

F. **Escalation of Automatic Deferral amount**

i. ☐ No escalation.

m. ☐ **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below:

1. ☐ by _____% point(s) of Compensation (choose a. below if applicable)

a. ☐ up to a maximum of _____% of Compensation

2. ☐ by \$_____ (may not be selected if an EACA; choose a. below if applicable)

a. ☐ up to a maximum of \$_____

3. ☐ other: _____

Change Date

4. ☐ N/A (entry at m.3. includes timing provision)

5. ☐ The escalation provision above will apply as of:

a. ☐ each anniversary of the Participant's date of hire

b. ☐ each anniversary of the Participant's Entry Date

c. ☐ the first day of each Plan Year

d. ☐ the first day of each calendar year

e. ☐ other: _____ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement)

First change date of application. Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

f. ☐ The escalation provision will apply as of the second change date period after the Participant first has contributions made pursuant to a default election.

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

G. **Other Automatic Deferral elections** (leave blank if none apply)

n. ☐ **Optional elections** (select one or more)

Type of Elective Deferral. The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below (may only be selected if Roth Elective Deferrals are selected at 11.g.1.):

1. ☐ the Automatic Deferral is a Roth Elective Deferral

2. ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

Special effective dates (optional; may choose one or both)

3. ☐ The Automatic Deferral provisions set forth above are effective as of _____
4. ☐ Other: _____. If there are multiple retroactive special effective dates, complete this Question 26 based on the current Plan provisions and, if desired, include additional information in Appendix A.a)

H. **EACA elections** (skip if NOT an EACA)

Permissible withdrawals. Does the Plan permit Participant permissible withdrawals (as described in Plan Section 11.2(b)(4)) within 90 days (or less) of first Automatic Deferral?

- o. ☐ No
- p. ☐ Yes, within 90 days of first Automatic Deferral
- q. ☐ Yes, within: _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. Will Participants who are eligible to defer (even if they have made an Affirmative Election) continue to be covered by the EACA provisions (i.e., their Affirmative Election will remain intact but they must receive an annual notice)?

- r. ☐ Yes (if selected, then the annual notice must be provided to Participants)
- s. ☐ No (if selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

I. **Elective Deferral limits.** Unless otherwise elected below, each Participant may elect to have Compensation deferred up to the maximum amount allowed by law.

- t. ☐ A Participant's Elective Deferrals are limited as follows: _____.

27. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below when the Plan does not provide for Elective Deferrals (11.g is NOT selected), the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more if applicable):

- a. ☐ Elective deferrals to a **457 plan**. Enter Plan name(s): _____
- b. ☐ Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. ☐ Voluntary Employee Contributions
- d. ☒ Other: Mandatory Employee contributions (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

NOTE: Unless otherwise provided in 27.A.d, Elective Deferrals made to this Plan if applicable are "matched Employee contributions".

B. **Matching Formula.**

- e. ☐ **Flexible Discretionary Match.** "Flexible Discretionary Match" means a matching contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the discretionary matching contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the instructions and notice requirement of Section 4.12. (If this 27.B.e is selected, skip to 28 unless other items are applicable/desired.) (May not be selected if this is a Money Purchase Pension Plan.)
- f. ☐ **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a matching contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this contribution by selecting among those Adoption Agreement options (g.-j.) which confer no Employer discretion regarding the allocation of such discretionary amount by providing the limit(s) on Elective Deferrals or Employee Contributions subject to match and/or the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the instructions and notice requirement of Section 4.12. (May not be selected if this is a Money Purchase Pension Plan.)
- g. ☒ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 10 % (e.g., 50) of the Participant's "matched Employee contributions" that do not exceed 5 % of a Participant's Compensation (leave blank if no limit).

Additional matching contribution (choose 1. if applicable):

1. ☐ plus an additional matching contribution of a discretionary percentage determined by the Employer,
- a. ☐ but not to exceed _____ % of Compensation. Must select 29.B.f (Rigid Discretionary Match) if this 29.B.g.1.a is selected. (May not be selected if this is a Money Purchase Pension Plan.)

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary.

- h. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary and the Matching Percentages are a maximum percent for each tier.

- i. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
2. ☐ eligibility purposes

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary and the Matching Percentages are a maximum percent for each tier.

- j. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula.

NOTE: Under Question 27.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 27 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.) Such contribution is subject to the instructions and notice requirement of Section 4.12 if this Adoption Agreement does not provide the limit(s) on Elective Deferrals/ Employee Contributions subject to match and/or the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s).

- C. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- k. ☒ N/A (no Plan specific limit on the amount of matching contribution)
 l. ☐ \$ _____.
 m. ☐ _____% of Compensation.

- D. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. *Skip if the only Matching Contribution is a Flexible Discretionary Match.*):

- n. ☒ the Plan Year (potential annual true-up required)
 o. ☐ each payroll period (no true-up required)
 p. ☐ each month (potential monthly true-up required)
 q. ☐ each Plan Year quarter (potential quarterly true-up required)
 r. ☐ each payroll unit (e.g., hour) (no true-up required)
 s. ☐ Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

- E. **True-up contributions.** Under Period of determination above, if e. – h. is selected, does the Employer have the discretion to true-up the Employer matching contribution (i.e., apply the Employer matching contribution on a Plan Year basis)? (leave blank if not applicable).

- t. ☐ Yes.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.
- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year.

1. ☐ A Participant must complete at least _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable)

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
1. ☐ or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.29 and 4.3(e))

Timing of Forfeitures. A Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☐ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. ☒ As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. ☐ added to the Employer contribution and allocated in the same manner
- f. ☐ used to reduce any Employer contribution
- g. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. ☒ The mandatory Employee contribution is a condition of employment.
- b. ☐ The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. ☒ An Eligible Employee must contribute to the Plan 5 % (not to exceed 25%) of Compensation.
- d. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
- e. ☐ An Eligible Employee must contribute: _____ (must be definitely determinable and cannot exceed 25% of Compensation).

Conditions of Mandatory Employee Contributions

- f. ☒ **Additional provisions and conditions:** upon attainment of age 30 (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- g. ☒ The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS31. **OPTIONAL FORMS OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Subject to the terms of the Contracts, distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 2. ☐ Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. ☒ annuities
- f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless if a above is selected, a Participant is not required to request a withdrawal of his or her total Account for any distribution.

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e). The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- g. ☐ **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- h. ☐ **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e)) will apply only if an annuity form of distribution is selected by a Participant. Lump sum will be the normal form of benefit and a married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if g. or h. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies. For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- i. ☐ **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- j. ☐ **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if i. or j. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies. For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

32. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
- A. **Accounts in excess of \$5,000 if permitted by the terms of the Contracts**
- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
 - b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
 - c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
 - d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
 - e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
 - f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
 - g. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- B. **Accounts of \$5,000 or less if permitted by the terms of the Contracts**
- h. ☒ Same as above
 - i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
 - j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
 - k. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):
- l. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
- D. **Participant consent (i.e., involuntary cash-outs).** If permitted by the terms of the Contracts, should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?
- NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums unless otherwise provided by the terms of the Contracts.
- m. ☒ No, Participant consent is required for all distributions.
 - n. ☐ Yes, if permitted by the terms of the Contracts, Participant consent is required only if the distribution is over:
 - 1. ☐ \$5,000
 - 2. ☐ \$1,000
 - 3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

 - 4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).
- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
- o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)
- NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
33. DISTRIBUTIONS UPON DEATH (Plan Section 6.6(b)(2))
- Distributions upon the death of a Participant prior to the "required beginning date" will:
- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
 - b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
 - c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries

- d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

- A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11) To the extent in-service distribution is permitted, availability shall be subject to the terms of the Contracts. The forms of distribution will always include the income options offered under the Insurer's Contracts and shall be subject to the terms of the Insurer's Contracts.
In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☒ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
1. ☐ Age. The Participant has reached: (select one)
 - a. ☐ Normal Retirement Age
 - b. ☐ age 62
 - c. ☐ age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. ☐ age _____ (may not be less than age 62 for Money Purchase Pension Plans)
 2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years
 4. ☐ other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability).)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☐ all Accounts
- c. ☐ only from the following Accounts (select one or more):
1. ☐ Account attributable to Employer matching contributions
 2. ☐ Account attributable to Employer contributions other than matching contributions
 3. ☐ Rollover Account
 4. ☐ Transfer Account
- Permitted from the following assets attributable to (select one or both):
- a. ☐ non-pension assets
 - b. ☐ pension assets (e.g., from a money purchase pension plan)
5. ☐ Mandatory Employee Contribution Account
 6. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
 7. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
 8. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☒ N/A (no additional limitations)
- e. ☐ Additional limitations (select one or more):
1. ☐ The minimum amount of a distribution is \$_____.
 2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 3. ☐ Distributions may only be made from Accounts which are fully Vested.
 4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

- B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12 and 12.10) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. ☒ Hardship distributions are permitted from the following Participant Accounts:
1. ☐ all Accounts
 2. ☒ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account (if not available at any time under Question 36)

- d. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
- e. ☒ Mandatory Employee Contribution Account
- f. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
- g. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
- h. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. ☒ N/A (no additional limitations)
- 4. ☐ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____.
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. ☐ Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5. ☒ Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
 - a. ☒ effective as of January 1, 2022
 - b. ☐ eliminated effective as of _____.

MISCELLANEOUS

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a. ☐ New loans are NOT permitted.
- b. ☒ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan to the extent permitted by the terms of the Contracts and administrative policies of the Insurer and/or Trustee.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following to the extent permitted by the terms of the Contracts and administrative policies of the Insurer and/or Trustee (select all that apply; leave blank if not applicable):

- a. ☒ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b. ☐ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

- c. ☐ At any time
- d. ☒ Only when the Participant is otherwise entitled to any distribution under the Plan

37. HEART ACT (Plan Section 4.11) (select one or more)

- a. ☒ **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b. ☒ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.
- c. ☐ **Qualified reservist distributions.** Qualified reservist distributions are permitted. (may only be selected for 401(k) plans)

38. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Plan Section 11.5) (skip if Roth Elective Deferrals NOT selected at Question 11.g.1)

- a. ☐ In-Plan Roth rollover contributions are NOT permitted.
- b. ☐ In-Plan Roth rollover contributions are permitted, subject to the terms of the Contracts and as permitted by the Insurer and/or Trustee, according to the following provisions. (select one)
 - 1. ☐ **IRR** (in-Plan Roth rollover contribution). A Participant must be eligible for a distribution in order to roll over a distribution to an In-Plan Roth Rollover Contribution Account. This provision is effective with regard to IRRs the later of September 28, 2010, or the Plan or Restatement Effective Date unless other date entered below.
 - a. ☐ _____ (enter later effective date if applicable)
 - 2. ☐ **IRT** (in-Plan Roth rollover transfer). A Participant does not need to be eligible for a distribution in order to roll over a distribution to an In-Plan Roth Transfer Contribution Account. This provision is effective with regard to IRTs the later of January 1, 2013, or the Plan or Restatement Effective Date unless other date entered below.
 - a. ☐ _____ (enter later effective date if applicable)

Limitations. The following restrictions apply to IRRs or IRTs (choose one or more of c. - g. below if applicable.)

- c. ☐ **IRRs/IRTs limited to In-Service only.** Only Participants who are Employees may elect to make an IRR/IRT.
- d. ☐ **Vested IRRs/IRTs.** IRRs/IRTs may only be made from accounts which are fully Vested.
- e. ☐ **Minimum amount.** The minimum amount that may be rolled over is _____ (may not exceed \$1,000).
- f. ☐ **Number of Transfers.** No more than _____ transfer(s) may be made during a Plan Year.
- g. ☐ **Describe transfer provisions.** Transfers may be made subject to the following provisions:
 _____ (must be definitely determinable and not subject to Employer or Administrator discretion;
 specify different provisions for IRR and IRT if desired).

Source of IRR/IRT (Select one of h. or i.):

- h. ☐ **All Sources.**
- i. ☐ **Limited Sources.** The Plan permits an IRR/IRT only from the following qualifying sources (select one or more of a. - g. below.):
 - a. ☐ Pre-Tax Elective Deferral Account
 - b. ☐ Account(s) attributable to Employer matching contributions (includes any matching "ADP test safe harbor contributions")
 - c. ☐ Account attributable to Employer Nonelective Contributions
 - d. ☐ Qualified Nonelective Contribution Account (includes any nonelective "ADP test safe harbor contributions")
 - e. ☐ Rollover Account
 - f. ☐ Transfer Account
 - g. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; specify different sources for IRR and IRT if desired)

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as TIAA Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

The Provider, TIAA will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Address: 8500 Andrew Carnegie Blvd
Charlotte North Carolina 28262-8500

Telephone Number: 888-842-7782

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: University of Kentucky

By: signed electronically see electronic signature
DATE SIGNED

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Section 1.31). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (Select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e) and (f)). The "rule of parity" provisions in Plan Section 3.5(e)/(f) will apply for (select one or both):
 - a. ☐ eligibility purposes
 - b. ☐ vesting purposes
 2. ☐ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. ☐ all Break-in-Service rules set forth in such Sections.
 - b. ☐ only the following: _____ (specify which provisions apply to the Plan)

NOTE: If 16.c of the Adoption Agreement is selected and rehired employees are treated as a new hire, the options under this B.c. are not applicable.

- d. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: 100% to estate unless the terms of the Contract provide otherwise (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.g. or 31.h. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.).
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. ☐ joint and 100% survivor annuity
 - b. ☐ joint and 75% survivor annuity
 - c. ☐ joint and 66 2/3% survivor annuity
 2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. ☐ 100% of a Participant's interest in the Plan.
 - b. ☐ _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____

- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.48 and 1.66). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)
- a. ☐ b. ☐ c. ☐

- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. ☐ Participants who are Employees as of _____ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. ☐ Other: _____ (e.g., Participants in division A. Must be definitely determinable.)

- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
- a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
1. ☐ N/A (annuity distributions are not permitted)
2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
- b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k. ☐ **Other spousal provisions** (select one or more)
1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
 2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.24(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 2. ☐ The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a money purchase pension plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. ☐ N/A (no limitations)
 3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ In-service distributions may be made subject to the following provisions: _____
(must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

**UNIVERSITY OF KENTUCKY
SECTION 457(f) DEFERRED COMPENSATION PLAN**

In order to promote retirement planning, the University of Kentucky (the "Institution") has established this Deferred Compensation Plan (the "Plan") effective as of September 1, 2011 for eligible employees (the "Participants") who are eligible to participate in accordance with the following provisions of the Plan. This is an arrangement described in Section 457(f) of the Internal Revenue Code of 1986, as amended (the "Code").

I. Eligibility. The following categories of employees will participate in the Plan: Employees identified by the President of the University.

II. Participation. To participate in the Plan, an eligible employee must be identified by the President of the University and be offered a Deferred Compensation Agreement (the "Agreement") with the Institution in the form attached hereto as Exhibit A.

III. Deferred Compensation Account. Under the Agreement, the Institution has established an unfunded, notional bookkeeping account, known as the "Deferred Compensation Account," in the name of the Participant to which are credited the amounts determined in accordance with Section 2 of the Agreement, less expenses charged and other adjustments to reflect notional investment experience. Each Participant shall be permitted to notionally direct the investment of his Deferred Compensation Account and such Account shall be notionally credited and debited according to the performance of the Participant's investment selection as if such Participant's Account was actually invested in such investments. Each Participant may change his notional investment election or direct a notional transfer of amounts in his Account in the Arrangement among investment funds maintained under the Plan and determined exclusively by the Institution.

The amount credited to the Participant's Deferred Compensation Account will be subject to a substantial risk of forfeiture as outlined in the Plan and Agreement.

IV. Beneficiary Designation. Each Participant shall have the right to designate at any time any persons or persons as the beneficiary or beneficiaries to whom payment shall be made in the event of the Participant's death before complete distribution of benefits due under the Plan. Each beneficiary designation shall become effective only when filed in writing during the Participant's lifetime on a form provided by the Institution. The filing of a new beneficiary designation form will cancel all previous filings. If no beneficiary designation is made or no beneficiary survives the Participant, upon the death of the Participant, payment shall be made in a lump sum to the Participant's estate. If the designated beneficiary dies prior to receipt of all payments due under the Plan, the remaining unpaid installments shall be paid in a lump sum to the beneficiary's estate.

V. Benefit Payments. The Institution shall pay an amount equal to the value of the Participant's Deferred Compensation Account to the Participant or the Participant's

designated beneficiary within 90 days after the earliest of (1) attainment of the date as designated in the Agreement while the Participant is employed by the Institution, (2) the Participant's death while employed by the Institution, (3) the Participant's Disability while employed by the Institution as defined in Section IX of this Plan, provided that the Participant or the Participant's designated beneficiary does not have a right to designate the taxable year of the payment. . The Participant will have no rights in the Deferred Compensation Account unless he or she remains employed by the Institution until attainment of the date as designated in the Agreement unless termination of employment is due to the Participant's death or Disability.

The Deferred Compensation Account shall be paid by the Institution to the Participant or designated beneficiary in a lump sum payment of the single sum value of the Account. The determination of the value of the Deferred Compensation Account shall include amounts credited, less expenses charged and other adjustments to reflect notional investment experience. All applicable federal, state and local taxes will apply and may be deducted from the Account as required by law.

VI. Governing Law. To the extent not preempted by applicable Federal law, this Plan shall be subject to the laws of the Commonwealth of Kentucky.

VII. Amendment. The Institution shall have the right to amend or terminate this Plan at any time by action of the Board of Trustees of the Institution, however, no such action shall adversely affect the benefits or rights accrued by Participants prior to the date of amendment or termination.


VIII. Non Assignability. The right of the Participant or any other person to payments under the Plan shall not be assigned, transferred, pledged or encumbered except by will or the laws of intestacy.

IX. Disability. The term "Disability" means, with respect to a Participant, the Participant (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under an accident and health plan covering employees of the Institution.


X. Unfunded Arrangement. The Plan is a nonqualified arrangement of deferred compensation and shall at all times be entirely unfunded and no provision shall at any time be made with respect to segregating any assets of the Institution for payment of any benefits hereunder. No Participant, beneficiary or any other person shall have any interest in any particular assets of the Institution by reason of the right to receive a benefit under the Plan and any such Participant, beneficiary or other person shall have only the rights of a general unsecured creditor of the Institution with respect to any rights under the Plan.

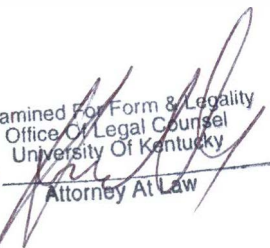
XI. Code Section 409A. The terms of this Plan shall be construed and administered in a manner calculated to meet the requirements of Section 409A of the Code and applicable guidance issued thereunder, including Treasury Regulations Section 1.409A-1, *et. seq.* To the extent a provision of the Plan is contrary to or fails to address the minimum requirements of Section 409A of the Code and applicable guidance issued thereunder, the Plan shall provide the coverage or benefit necessary to comply with such Code Section and then applicable guidance.

IN WITNESS WHEREOF, the University of Kentucky has, by action duly taken, caused this Plan to be executed as of this first day of September, 2011.

By: 
Title: Exec. VP for Finance
& Admin.

ATTEST:

By: 
Title: Adm. Staff Asst.

Examined For Form & Legality
Office Of Legal Counsel
University Of Kentucky
By: 
Attorney At Law

**THE UNIVERSITY OF KENTUCKY
SUPPLEMENTAL § 415(m) ARRANGEMENT**

Effective as of January 1, 2008

THE UNIVERSITY OF KENTUCKY
SUPPLEMENTAL § 415(m) ARRANGEMENT

The University of Kentucky Supplemental § 415(m) Arrangement (the “Arrangement”) is adopted effective January 1, 2008. The Arrangement is established and maintained by the University solely for the purpose of permitting employees of the University who participate in the University’s retirement plans to receive notional contributions equal to amounts in excess of the limitations on contributions imposed by Code § 415(c). It is intended that this Arrangement, which is a portion of one or more of the University’s governmental plans, as defined in Code § 414(d), is a “qualified governmental excess benefit arrangement” as described in Code § 415(m) and is determined to be an essential governmental function under Code § 115. Participation in the Arrangement is mandatory for all individuals who participate in any of the Section 415(c) Plans, subject to Article II of the Arrangement. It is not intended that this Arrangement meet the requirements of Code § 401(a).

Accordingly, the University hereby adopts the Arrangement pursuant to the terms and provisions set forth below:

ARTICLE I
DEFINITIONS

Whenever used herein the following terms shall have the meanings hereinafter set forth:

1.1 “*Account*” means the notional bookkeeping account maintained on the records of the University for each Participant. The current notional value of an Account includes all University Contributions, less expenses charged and other adjustments to reflect notional investment experience.

1.2 “*Arrangement*” means The University of Kentucky Supplemental § 415(m) Arrangement. It is a portion of all Section 415(c) Plans sponsored by the University.

1.3 “*Beneficiary*” means any person or entity designated by a Participant, in accordance with the Arrangement, to receive any sum or sums payable as provided in this Arrangement after the death of such Participant. If no designation is made, or if the designated person is not living at the death of the Participant, Participant’s benefit shall be paid in accordance with Arrangement Section 6.2. The designation may include multiple Beneficiaries and contingent designations. Unless otherwise designated, multiple Beneficiaries alive at the Participant’s death shall share equally. The Participant may revoke or amend the designation at any time.

1.4 “*Board*” means the University’s Board of Trustees.

1.5 “*Code*” means the Internal Revenue Code of 1986, as amended from time to time, and any Regulations relating thereto.

1.6 “*Compensation*” means the amount of remuneration received by a Participant which is includable in gross income for the Arrangement’s Plan Year.

1.7 “*Participant*” means an employee of the University who has satisfied the requirements of Article II and who participates in one or more of the University’s Section 415(c) Plans with respect to whom notional University Contributions may be made under the Arrangement.

1.8 “*Plan Year*” means the 12-consecutive-month period that is designated by the University as the Code § 415 limitation year for the Section 415(c) Plans. The Plan Year ends December 31.

1.9 “*Section 415(c) Plans*” means those plans sponsored by the University that are subject to the limits of Code § 415.

1.10 “*Supplemental §403(b) Plan*” means The University of Kentucky Supplemental §403(b) Retirement Plan.

1.11 “*University*” means The University of Kentucky, a state-sponsored institution of higher education.

1.12 “*University Contributions*” means the notional credits to the Participant’s Account in this Arrangement, which consist of the contribution made directly by the University and the mandatory employee contribution made by the University on the Participant’s behalf on a pre-tax basis. The University Contribution is mandatory for each Plan Participant who meets the requirements for eligibility set forth in Article II.

1.13 “*Vice President*” means the Executive Vice President of Finance and Administration to whom the University has delegated certain duties and responsibilities.

ARTICLE II ELIGIBILITY

Any University employee is required to participate in the Arrangement if such employee is a participant in one or more Section 415(c) Plans and if contributions made by the University on the employee’s behalf to any such Section 415(c) Plan exceed the limits of Code § 415(c)(1).

ARTICLE III UNIVERSITY CONTRIBUTIONS

3.1 University Contributions.

(a) Each Plan Year, provided the Participant has exceeded a Code § 415(c) limitation in any Section 415(c) Plan in which he or she participates, the University will credit a notional University Contribution to the Participant’s Account according to the following:

(i) For all those Section 415(c) Plans in which the Participant participates, the contributions that would be made by the University on behalf of the Participant to all such Section 415(c) Plans shall be calculated in total, disregarding any limitations on contributions imposed under Code § 415(c).

(ii) The amount in clause (i) shall be reduced by the amount of the contributions actually made by the University and credited to all such Section 415(c) Plans, on behalf of each Participant, and the resulting difference shall be the University Contribution to this Arrangement for such Participant.

(b) The University Contribution credits on behalf of a Participant shall cease upon the earlier to occur of termination of participation in all of the Section 415(c) Plans, termination of the Arrangement, retirement, or cessation of regular full-time employment.

3.2 No Other Contributions.

At no time shall any election or opportunity be provided under the Arrangement to any Participant (either directly or indirectly) to defer any Compensation earned by the Participant or to make any after-tax contribution. The only contributions that shall be accepted by this Arrangement are the notional University Contributions. Benefits shall be based solely on University Contributions and notional earnings thereon that represent the difference between the § 415 limited contributions to the University's Section 415(c) Plans and the University Contributions payable without regard to the limits of Code § 415(c). No part of any benefit from this Arrangement shall be paid out of a Section 415(c) Plan.

ARTICLE IV INVESTMENT OF UNIVERSITY CONTRIBUTIONS

Each Participant shall be permitted to notionally direct the investment of his Account in the Arrangement and such Account shall be notionally credited and debited according to the performance of the Participant's investment selection as if such Participant's Account was actually invested in such investments. Each Participant may change his notional investment election applicable to the Arrangement or direct a notional transfer of amounts in his Account in the Arrangement among investment funds maintained under the Arrangement. The same rules that govern investments in the Supplemental § 403(b) Plan govern notional investments in the Arrangement.

ARTICLE V VESTING

A Participant's Account under the Arrangement shall vest in accordance with the vesting rules that would apply to the type of University Contribution that would have been made to the applicable Section 415(c) Plan but for the limits of Code § 415(c). If a contribution as provided in Section 3.1(a)(i) of this Arrangement cannot be made to the Supplemental § 403(b) Plan because of the limits of Code § 415(c), the University Contribution attributable to such contribution shall vest according to an Addendum specifically applicable to the Participant (subject to Article II); provided, however such vesting schedule shall be determined by the University and shall not be negotiated with the Participant. If the Participant incurs a separation from service at a time when the University Contribution credited to his Account is not fully vested, such nonvested amount shall be forfeited by the Participant.

ARTICLE VI DISTRIBUTIONS

6.1 Distribution.

The Participant's vested Account shall be payable upon the Participant's severance from service in a lump sum as soon as administratively practicable, but no more than 90 days following such severance from service. Participants shall not be permitted to take a distribution from the Arrangement before incurring a severance from service.

6.2 Death.

If a Participant should die before payment of his Account has been made to him, the vested portion of such Account shall be paid to the Beneficiary as soon as administratively practicable, no more than 90 days following the Participant's death. If a Participant has not designated a Beneficiary, or if no designated Beneficiary is living on the date of distribution, the Participant's Account shall be paid in a single lump sum to those persons entitled to receive distributions of the Participant's accounts under the Supplemental § 403(b) Plan.

6.3 Sole Purpose of Trust.

Benefits which may become payable under the Arrangement shall not be paid from a trust forming a part of the University's governmental Arrangement unless such trust is maintained solely for the purpose of providing benefits from the Arrangement.

6.4 FICA and Income Taxes.

The University shall be permitted at any time to reduce a University Contribution or withhold from a distribution any amount necessary to pay a Participant's share of FICA or income tax.

ARTICLE VII ADMINISTRATION

7.1 Authority of the University.

The Vice President of the University, to whom authority has been delegated to operate the Arrangement, shall administer the Arrangement and generally perform other duties required for the operation of the Arrangement. The Vice President shall have the power and authority to designate one or more persons to carry out any of his or her power, authority or responsibilities. The Vice President and his delegates have all the power and authority expressly conferred upon them herein and further have the sole discretion to interpret and construe the Arrangement and to determine any disputes arising under it, except that no person, including the Vice President, shall have any authority to make a determination with regard to himself or herself. Any determination made by the Vice President or his delegates shall be final and binding on the Participant. Further the Vice President or his or her delegates may employ attorneys, agents, and accountants as they find necessary or advisable to assist them in carrying out their duties.

7.2 Action of the President.

Any act authorized, permitted, or required to be taken by the University under the Arrangement, to the extent it has not been delegated to the Vice President, shall be delegated to the President. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the President under the Arrangement will be in writing and signed by the President. Any actions taken by the President which are authorized, permitted, or required under the Arrangement are final and binding upon all persons who have or who claim an interest under the Arrangement, and all third parties dealing with the University, subject to this Section. The Board shall take any and all actions under the Arrangement with regard to the President.

ARTICLE VIII AMENDMENT AND TERMINATION

8.1 Amendment and Termination.

The University reserves the right at any time to amend, otherwise modify, or terminate the Arrangement. In the event of a termination of the Arrangement or discontinuance of contributions, the University will notify all Participants of the termination or discontinuance. Benefits under the Arrangement will be paid to Participants in accordance with Article VI of the Arrangement at the time and in the manner as otherwise prescribed by Article VI.

8.2 Limitation.

Notwithstanding the provisions of Arrangement Section 8.1, no amendment shall deprive, take away, or alter any then accrued right of any Participant insofar as University Contributions and notional earnings thereon previously made under the Arrangement are concerned.

ARTICLE IX MISCELLANEOUS

9.1 Plan Non-Contractual.

Nothing contained in this Arrangement shall be construed as a commitment or agreement on the part of any person to continue his or her employment with the University, and nothing contained in this Arrangement shall be construed as a commitment on the part of the University to continue the employment or the rate of compensation of any person for any period, and all employees of the University shall remain subject to discharge, subject to any employment agreement that may be in effect between the University and a Participant, to the same extent as if the Arrangement had never been put into effect.

9.2 Claim of Other Persons.

The provisions of the Arrangement shall in no event be construed as giving any Participant or any other person, firm, or corporation any legal or equitable right as against the University, its officers, employees, or trustees, except the rights specifically provided for in this Arrangement or created in accordance with the terms and provisions of this Arrangement.

9.3 Spendthrift Clause.

To the fullest extent permitted by law, no benefit under the Arrangement may at any time be subject in any manner to alienation, encumbrance, the claims of creditors, or legal process. No person will have the power in any manner to transfer, assign, alienate, or in any way encumber his or her benefits under the Arrangement, or any part thereof, and any attempt to do so will be void and of no effect.

9.4 Controlling Law; Jurisdiction.

Administration and terms of this Arrangement shall be governed by Code § 415(m) and the laws of the Commonwealth of Kentucky to the extent not preempted by federal law. Jurisdiction of any dispute regarding the Arrangement shall be Franklin Circuit Court, Frankfort, Franklin County, Kentucky, except with respect to disputes concerning federal tax laws.

9.5 Incapacity of Recipient.

If any person entitled to a payment under the Arrangement is deemed by the University to be incapable of personally receiving and giving a valid receipt for such payment, then, unless and until claim therefore shall have been made by a duly-appointed guardian or other legal representative of such person, the University may provide for such payment or any part thereof to be made to any other person or institution then contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the University and the Arrangement therefore.

9.6 Unfunded Arrangement.

The Arrangement is a nonqualified arrangement of deferred compensation and shall at all times be entirely unfunded and no provision shall at any time be made with respect to segregating any assets of the University for payment of any benefits hereunder. No Participant, Beneficiary or any other person shall have any interest in any particular assets of the University by reason of the right to receive a benefit under the Arrangement and any such Participant, Beneficiary or other person shall have only the rights of a general unsecured creditor of the University with respect to any rights under the Arrangement. Nothing in this Arrangement Section 9.6 shall be construed to prohibit the University from establishing a “rabbi” trust.

Nothing contained in this Arrangement shall be construed as a commitment or agreement on the part of any person to continue his or her employment with the University, and nothing contained in this Arrangement shall be construed as a commitment on the part of the University to continue the employment or the rate of compensation of any person for any period, and all employees of the University shall remain subject to discharge, subject to any employment agreement that may be in effect between the University and a Participant, to the same extent as if the Arrangement had never been put into effect.

9.7 Claim of Other Persons.

The provisions of the Arrangement shall in no event be construed as giving any Participant or any other person, firm, or corporation any legal or equitable right as against the University, its officers, employees, or trustees, except the rights specifically provided for in this Arrangement or created in accordance with the terms and provisions of this Arrangement.

THE UNIVERSITY OF KENTUCKY

Dated: _____

By: _____

Title: _____

ADDENDUM FOR

IN REGARD TO

**THE UNIVERSITY OF KENTUCKY SUPPLEMENTAL
§ 415(m) ARRANGEMENT ("ARRANGEMENT")**

Effective January 1, 2008

The terms herein, the first letter of which are capitalized shall have the same meaning as set forth in the Arrangement. This Addendum is dated _____, 200_.

Article V of the Arrangement provides that the vesting schedule of a Participant shall be set forth in an Addendum to the Arrangement. This vesting schedule is non-negotiable and is determined solely by the University. For purposes of the Arrangement, the vesting schedule relative to the University Portion for the above-named Participant is:

<u>YEARS OF</u>	<u>% VESTED</u>
------------------------	------------------------

THE UNIVERSITY OF KENTUCKY:

By: _____

Title: _____

PLAN INVESTMENT REVIEW | ASSET SUMMARY

Period Ending 12.31.24 | Q4 24

University Of Kentucky - TIAA

		— MARKET VALUE —			
FUND OPTION	CURRENT INVESTMENT NAME	12.31.2023	(%)	CURRENT	(%)
Money Market	CREF Money Market R3	\$42,374,135	1.17%	\$37,002,006	0.96%
Money Market	Vanguard Federal Money Market Investor	\$14,687,489	0.41%	\$16,163,090	0.42%
Stable Value	TIAA Traditional - Retirement Annuity	\$1,140,002,260	31.55%	\$1,126,561,401	29.25%
Inflation Protected Bond	CREF Inflation-Linked Bond R3*	\$17,036,398	0.47%	\$15,023,621	0.39%
Inflation Protected Bond	Vanguard Inflation-Protected Secs I	\$16,644,818	0.46%	\$18,898,595	0.49%
Short Govt Bond	Vanguard Short-Term Treasury Idx Instl	\$27,291,235	0.76%	\$31,511,451	0.82%
Intermediate Govt Bond	Vanguard Intmdt-Term Trs Idx Instl	\$5,644,092	0.16%	\$4,200,304	0.11%
Intermediate Core Bond	CREF Core Bond R3*	\$28,154,676	0.78%	\$26,028,070	0.68%
Intermediate Core Bond	Vanguard Total Bond Market Idx InstlPls	\$34,616,884	0.96%	\$36,887,163	0.96%
Intermediate Core-Plus Bond	Dodge & Cox Income X	-	-	\$50,710,517	1.32%
Intermediate Core-Plus Bond	Western Asset Core Plus Bond IS	\$43,642,129	1.21%	-	-
Long Govt Bond	Vanguard Long-Term Treasury Idx Instl	\$2,897,793	0.08%	\$4,191,026	0.11%
Moderately Conservative Allocation	Nuveen Lifecycle Index Ret Inc R6	\$10,930,207	0.30%	\$10,755,897	0.28%
Moderate Allocation	CREF Social Choice R3	\$74,807,804	2.07%	\$74,320,526	1.93%
Moderate Allocation	Janus Henderson Balanced N	\$18,531,915	0.51%	\$20,797,015	0.54%
Target Date 2000-2010	Nuveen Lifecycle Index 2010 R6	\$15,528,881	0.43%	\$15,207,062	0.39%
Target Date 2015	Nuveen Lifecycle Index 2015 R6	\$15,850,514	0.44%	\$16,480,012	0.43%
Target Date 2020	Nuveen Lifecycle Index 2020 R6	\$36,472,652	1.01%	\$35,431,460	0.92%

*Frozen fund

CONTINUED...

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PLAN INVESTMENT REVIEW | ASSET SUMMARY

Period Ending 12.31.24 | Q4 24

University Of Kentucky - TIAA

		— MARKET VALUE —			
FUND OPTION	CURRENT INVESTMENT NAME	12.31.2023	(%)	CURRENT	(%)
Target Date 2025	Nuveen Lifecycle Index 2025 R6	\$60,414,185	1.67%	\$55,322,852	1.44%
Target Date 2030	Nuveen Lifecycle Index 2030 R6	\$73,316,199	2.03%	\$79,397,007	2.06%
Target Date 2035	Nuveen Lifecycle Index 2035 R6	\$90,628,731	2.51%	\$99,707,549	2.59%
Target Date 2040	Nuveen Lifecycle Index 2040 R6	\$123,110,595	3.41%	\$139,233,568	3.62%
Target Date 2045	Nuveen Lifecycle Index 2045 R6	\$96,262,191	2.66%	\$117,341,274	3.05%
Target Date 2050	Nuveen Lifecycle Index 2050 R6	\$79,684,101	2.21%	\$96,297,616	2.50%
Target Date 2055	Nuveen Lifecycle Index 2055 R6	\$36,028,860	1.00%	\$47,626,047	1.24%
Target Date 2060	Nuveen Lifecycle Index 2060 R6	\$9,727,327	0.27%	\$13,914,571	0.36%
Target Date 2065+	Nuveen Lifecycle Index 2065 R6	\$1,150,032	0.03%	\$2,873,532	0.07%
Private Real Estate	TIAA Real Estate Account	\$100,141,997	2.77%	\$95,625,894	2.48%
Large Company Value	Vanguard Equity-Income Adm	\$88,965,425	2.46%	\$93,854,064	2.44%
Large Company Blend	CREF Equity Index R3*	\$50,896,115	1.41%	\$54,909,450	1.43%
Large Company Blend	Nuveen Large Cap Responsible Eq R6	\$37,413,174	1.04%	\$38,082,339	0.99%
Large Company Blend	Vanguard Institutional Index Instl Pl	\$154,908,652	4.29%	\$205,347,806	5.33%
Large Company Growth	American Funds Growth Fund of Amer R6	\$43,338,425	1.20%	-	-
Large Company Growth	CREF Growth R3*	\$106,562,834	2.95%	\$121,591,566	3.16%
Large Company Growth	JPMorgan Large Cap Growth R6	-	-	\$58,511,204	1.52%
Medium Company Value	American Century Mid Cap Value R6	\$21,300,956	0.59%	\$17,231,916	0.45%

*Frozen fund

CONTINUED...

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PLAN INVESTMENT REVIEW | ASSET SUMMARY

Period Ending 12.31.24 | Q4 24

University Of Kentucky - TIAA

		— MARKET VALUE —			
FUND OPTION	CURRENT INVESTMENT NAME	12.31.2023	(%)	CURRENT	(%)
Medium Company Blend	Vanguard Mid Cap Index InstitutionalPlus	\$39,435,620	1.09%	\$42,068,653	1.09%
Medium Company Growth	MFS Mid Cap Growth R6	\$17,873,055	0.49%	\$20,058,976	0.52%
Global Large Stock Blend	CREF Global Equities R3*	\$62,776,538	1.74%	\$64,700,160	1.68%
Global Large Stock Blend	CREF Stock R3	\$493,880,196	13.67%	\$531,780,794	13.81%
Foreign Large Blend	Vanguard Developed Markets Index Ins Pls	\$127,531,429	3.53%	\$130,963,309	3.40%
Small Company Value	Vanguard Small Cap Value Index I	\$14,809,097	0.41%	\$16,753,863	0.44%
Small Company Blend	Vanguard Small Cap Index InstlPlus	\$63,795,055	1.77%	\$81,046,382	2.10%
Emerging Markets	Vanguard Emerging Mkts Stock Idx Instl	\$36,909,162	1.02%	\$45,476,357	1.18%
Specialty-Real Estate	Vanguard Real Estate Index Institutional	\$25,622,565	0.71%	\$29,282,126	0.76%
Self-Directed Brokerage	Self-Directed Brokerage	\$11,372,715	0.31%	\$12,133,685	0.32%
TOTALS		\$3,612,969,113	100%	\$3,851,301,778	100%

*Frozen fund

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PLAN INVESTMENT REVIEW | ASSET SUMMARY

Period Ending 12.31.24 | Q4 24

University Of Kentucky - Fidelity

		— MARKET VALUE —			
FUND OPTION	CURRENT INVESTMENT NAME	12.31.2023	(%)	CURRENT	(%)
Money Market	Vanguard Federal Money Market Investor	\$112,877,504	3.47%	\$126,206,756	3.32%
Inflation Protected Bond	Vanguard Inflation-Protected Secs I	\$12,620,826	0.39%	\$10,128,259	0.27%
Short Govt Bond	Vanguard Short-Term Treasury Idx Instl	\$17,934,016	0.55%	\$21,665,966	0.57%
Intermediate Govt Bond	Vanguard Intmdt-Term Trs Idx Instl	\$38,695,420	1.19%	\$28,690,534	0.76%
Intermediate Core Bond	Vanguard Total Bond Market Idx InstlPls	\$94,630,217	2.91%	\$81,504,481	2.15%
Intermediate Core-Plus Bond	Dodge & Cox Income X	-	-	\$72,578,594	1.91%
Intermediate Core-Plus Bond	Western Asset Core Plus Bond IS	\$49,756,739	1.53%	-	-
Long Govt Bond	Vanguard Long-Term Treasury Idx Instl	\$5,389,749	0.17%	\$4,349,056	0.11%
Moderate Allocation	Janus Henderson Balanced N	\$29,401,848	0.90%	\$34,809,248	0.92%
Target Date Retirement Income	Fidelity Freedom Index Inc Instl Prem	\$5,990,971	0.18%	\$8,704,857	0.23%
Target Date 2000-2010	Fidelity Freedom Index 2005 Instl Prem	\$3,223,964	0.10%	-	-
Target Date 2000-2010	Fidelity Freedom Index 2010 Instl Prem	\$7,878,258	0.24%	\$7,647,427	0.20%
Target Date 2015	Fidelity Freedom Index 2015 Instl Prem	\$23,432,456	0.72%	\$22,935,433	0.60%
Target Date 2020	Fidelity Freedom Index 2020 Instl Prem	\$81,894,230	2.52%	\$74,788,822	1.97%
Target Date 2025	Fidelity Freedom Index 2025 Instl Prem	\$120,223,092	3.70%	\$119,410,627	3.14%
Target Date 2030	Fidelity Freedom Index 2030 Instl Prem	\$175,272,770	5.39%	\$185,942,486	4.90%
Target Date 2035	Fidelity Freedom Index 2035 Instl Prem	\$162,121,123	4.99%	\$187,010,832	4.92%
Target Date 2040	Fidelity Freedom Index 2040 Instl Prem	\$186,559,148	5.74%	\$221,387,766	5.83%

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PLAN INVESTMENT REVIEW | ASSET SUMMARY

Period Ending 12.31.24 | Q4 24

University Of Kentucky - Fidelity

		— MARKET VALUE —			
FUND OPTION	CURRENT INVESTMENT NAME	12.31.2023	(%)	CURRENT	(%)
Target Date 2045	Fidelity Freedom Index 2045 Instl Prem	\$150,034,851	4.62%	\$182,588,379	4.81%
Target Date 2050	Fidelity Freedom Index 2050 Instl Prem	\$139,490,570	4.29%	\$172,333,588	4.54%
Target Date 2055	Fidelity Freedom Index 2055 Instl Prem	\$99,744,176	3.07%	\$131,432,928	3.46%
Target Date 2060	Fidelity Freedom Index 2060 Instl Prem	\$51,840,562	1.60%	\$73,874,219	1.94%
Target Date 2065+	Fidelity Freedom Index 2065 Instl Prm	\$14,387,873	0.44%	\$23,493,666	0.62%
Target Date 2065+	Fidelity Freedom Index 2070 Inst Prem	-	-	\$36,936	0.00%
Large Company Value	Vanguard Equity-Income Adm	\$124,692,484	3.84%	\$129,255,139	3.40%
Large Company Blend	Vanguard Institutional Index Instl Pl	\$288,797,575	8.89%	\$402,940,067	10.61%
Large Company Growth	Fidelity Contrafund K6	\$488,822,808	15.04%	\$609,398,984	16.04%
Medium Company Value	Fidelity Low-Priced Stock K6	\$76,853,567	2.37%	\$78,677,711	2.07%
Medium Company Blend	Vanguard Mid Cap Index InstitutionalPlus	\$53,059,418	1.63%	\$65,250,295	1.72%
Medium Company Growth	MFS Mid Cap Growth R6	\$51,800,805	1.59%	\$49,859,655	1.31%
Foreign Large Blend	Vanguard Developed Markets Index Ins Pls	\$150,241,361	4.62%	\$155,357,099	4.09%
Small Company Value	Vanguard Small Cap Value Index I	\$28,681,739	0.88%	\$39,941,718	1.05%
Small Company Blend	Vanguard Small Cap Index InstlPlus	\$64,685,272	1.99%	\$66,435,243	1.75%
Emerging Markets	Vanguard Emerging Mkts Stock Idx Instl	\$27,258,464	0.84%	\$33,758,957	0.89%
Specialty-Real Estate	Vanguard Real Estate Index Institutional	\$16,396,377	0.50%	\$19,397,409	0.51%
Self-Directed Brokerage	Fidelity Brokerage Link	\$294,612,435	9.07%	\$356,810,009	9.39%
TOTALS		\$3,249,302,667	100%	\$3,798,603,147	100%

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