

Elective Deferrals Only 403(b) Pre-approved Plan

ADOPTION AGREEMENT #001  
ELECTIVE DEFERRALS ONLY  
403(b) NON-ERISA ~~VOLUME SUBMITTER~~ PRE-APPROVED PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the ~~FIS Business Systems~~ Capital Markets US LLC 403(b) Non-ERISA ~~Volume Submitter~~ Pre-approved Plan (Cycle 2) (basic plan document #2225). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the ~~Volume Submitter~~ Pre-approved Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

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: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

EIN: \_\_\_\_\_

(b) **Plan Information**

Plan name: \_\_\_\_\_

Plan number (optional): \_\_\_\_\_ (3-digit number for Form 5500 reporting)

(c) **Type of entity** (Choose one of (1) - (4) ~~or (d)~~):

(1) ☐ **Public School.** See 1.57.

(2) ☐ **Other Governmental employer exempt under Code §501(c)(3) ~~or~~ (sometimes called "dual status").**

(3) ☐ **Churches and Church-Related Organizations,** (non-electing) ~~or~~ See 1.09. (Choose a ~~and/or~~ a, b, or c):

a. ☐ **Church.** See 1.09. This would include a QCCO, but would not include a non-QCCO.

b. ☐ **Church-related organization,** other than a Church. See 1.09(A). This would include a non-QCCO.

c. ☐ **Employer of Minister. The Employer of a Minister that maintains the Plan with respect to such Minister. See 1.26.**

(4) ☐ **Other tax-exempt organization under Code §501(c)(3).**

~~(d)~~ \_\_\_\_\_

2. PLAN ADMINISTRATOR (1.53). Plan Administrator Information (If no Plan Administrator is named, the Employer is the Plan Administrator). A Plan amendment is not needed solely to change the information below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

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23. 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 43 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, 2024.]

**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: \_\_\_\_\_.

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

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

CYCLE 2 RESTATEMENT (leave blank if not applicable)

- (1) ☐ This is an amendment and restatement to bring a plan into compliance with the requirements of the 2022 Cumulative List (Notice 2022-8).

**Initial Effective Date of Plan** (enter date)

- (c) 1 (hereinafter called the "Effective Date" unless 34(d) is entered below). [Note: The Effective Date in 4(c) cannot be earlier than the first day of the Plan Year in which the Plan is adopted. The Effective Date of any Salary Reduction Agreement will not be earlier than the date the Plan is adopted. See 3.02(A)(3).]

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

- (d) ☐ (enter month day, year; may enter a restatement this date that is cannot be earlier than the first day of the current Plan Year). The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws if the Plan is a Cycle 2 Restatement.) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. specific Plan provisions, as reflected in 2013-22, in order to this Adoption Agreement and the basic plan document, do not have retroactive reliance, the Restatement the 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 such in the election where called for.]

**Additional Effective Dates** (Choose if applicable)

- (e) ☐ **Restatement of surviving and merging plans.** The Plan restates two (or more) plans (Complete 34(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):
- (1) **Merging plan.** The \_\_\_\_\_ Plan was or will be merged into this surviving Plan as of: \_\_\_\_\_. The merging plan's restated Effective Date is: \_\_\_\_\_. The merging plan's original Effective Date was: \_\_\_\_\_.
- (2) ☐ **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and optionally b. if applicable. May attach an addendum to add additional plans.):

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

Inserted Cells

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**4(f) [ ] [ ] Spun-off plan.** This Plan was spun-off from the \_\_\_\_\_ Plan as of: \_\_\_\_\_  
That plan's original Effective Date was: \_\_\_\_\_.

**5. CONTRIBUTION TYPES (1.12).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (*Choose (a) or (b) ~~+~~*; *Choose (c) if applicable*):

(a) ☐ **Pre-Tax Elective Deferrals.** See Section 3.02.

(1) ☐ **Roth Deferrals.** See Section 3.02(F). [*Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.*]

(b) ☐ **None (frozen plan).** The Plan is/was frozen effective as of: \_\_\_\_\_, See Sections 3.01(F) and 9.04.

**5(c) [ ] [ ] Rollover Contributions.** See Section 3.08.

**6. EXCLUDED EMPLOYEES (1.35).** The following Employees are not Eligible Employees (*Choose (a) or (b)*):

(a) ☐ **No Excluded Employees.** All Employees are Eligible Employees.

(b) ☐ **Exclusions.** The following Employees are Excluded Employees (*Choose one or more of (1) through (5) ~~+~~*):

(1) ☐ **Non-Resident Aliens.** See Section 1.35(B).

(2) ☐ **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, then such Employee will generally no longer be part of this excluded class in subsequent Plan Years).

(3) ☐ **Student Employees.** See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).

(4) ☐ **Other Employer plan.** Employees who are eligible to participate in another plan of the Employer which is a (*Choose one or more of a. through c.*):

a. ☐ 401(k) plan

b. ☐ 403(b) plan

c. ☐ governmental 457(b) plan

(5) ☐ **Describe exclusion:** \_\_\_\_\_ (e.g., exclude hourly paid employees).

[*Note: The Employer may not complete Election 56(b)(5) 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 56(b)(5) may only be used to provide an exclusion if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.*]

[*Note: Any exclusion under Election 56(b)(5), except for Employees who normally work less than 20 hours per week, may not be based on age or Service.*]

**67. COMPENSATION (1.11).** The following Compensation (as adjusted under Elections 78 and 89) applies in allocating Employer Contributions (*Choose one of (a) through (d). Choose (e) if applicable*):

(a) ☐ **W-2 wages increased by Elective Deferrals.**

(b) ☐ **Code §3401 federal income tax withholding wages increased by Elective Deferrals.**

(c) ☐ **415 Compensation.**

(d) ☐ **Describe Compensation by Participant Group:** \_\_\_\_\_.

[*Note: Under Election 67(d), the Employer may elect Compensation from the elections available under Elections 67(a), (b), or (c), 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).*]

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

The allocation will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: \_\_\_\_\_.

**7. ~~PRE-ENTRY~~8. POST-SEVERANCE COMPENSATION (1.11(~~H~~)(I)).** Compensation under Election 67:

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

[*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.*]

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- (a) ☐ ☐ **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 except as required under the basic plan document (*skip to Election 409*).
- (b) ☐ ☐ **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).]
- (c) ☐ ☐ **Adjustments.** The following adjustments to Post-Severance Compensation apply (*Choose one or more of (1) through (5).*):
- (1) ☐ ☐ **Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a).  
[Note: 415 testing Compensation (versus Allocation Compensation ~~for Elective Deferrals~~) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]
- (2) ☐ ☐ **Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).
- (3) ☐ ☐ **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).
- (4) ☐ ☐ **Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). (*Choose a. or b.*):
- a. ☐ ☐ **For NHCEs only.**
- b. ☐ ☐ **For all Participants.** The salary continuation will continue for the following fixed or determinable period:  
\_\_\_\_\_  
(specify period; e.g., "ten years" or "term of disability policy").
- (5) ☐ ☐ **Describe Post-Severance Compensation by Participant group:** \_\_\_\_\_  
\_\_\_\_\_

[Note: Under Election 78(c)(5), the Employer may 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 Campus A Employees, no Post-Severance Compensation for Campus B Employees).]

89. **EXCLUDED COMPENSATION (1.11(G)).** Apply the following additional exclusions or other adjustments to Compensation Elections under 67 and 78 (*Choose (a) or (b).*):

- (a) ☐ ☐ **No exclusions.** Compensation means Compensation as elected in Elections 67 and 78.
- (b) ☐ ☐ **Exclusions.** The following exclusions apply (*Choose one or more of (1) through (8).*):
- (1) ☐ ☐ **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).
- (2) ☐ ☐ **Compensation exceeding \$ \_\_\_\_\_.**  
Apply this election to (*Choose a. or b.*):
- a. ☐ ☐ **All Participants.**
- b. ☐ ☐ **HCE Participants only.**
- (3) ☐ ☐ **Bonus.**
- (4) ☐ ☐ **Commission.**
- (5) ☐ ☐ **Overtime.**
- (6) ☐ ☐ **Leave of Absence Pay.**
- (7) ☐ ☐ **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.
- b. ☐ ☐ **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees.
- (8) ☐ ☐ **Describe Compensation adjustment(s):** \_\_\_\_\_

[Note: Under Election 89(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 89(b)(1) through (7), 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); and/or (ii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

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**910. CATCH-UP DEFERRALS (3.02(D))(E)).** A Participant otherwise eligible to do so (Choose (a) or (b) ~~or~~);

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

(1) ☐ ☐ **Age 50 Catch-Up.**

(2) ☐ ☐ **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.** *(Choose a, if applicable).*

a. ☐ ☐ **Denominational Service (1.17).** For purposes of Qualified Organization Catch-Ups, the Plan limits Denominational Service as Service for the Employer as follows:

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

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**11. IN-PLAN ROTH ROLLOVER CONTRIBUTION (3.08(E)).** The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); leave blank if Election ~~4~~2(a)(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 with regard to the following amounts. *(Choose one or both of (1) and (2) ~~or~~);*

(1) ☐ ☐ **Otherwise ~~IRR. (In-Plan Roth rollover of 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 ~~IRT. (In-Plan Roth transfer of otherwise~~** nondistributable amounts. ~~This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or \_\_\_\_\_ (enter later effective date if applicable);~~

**1112. POST-SEVERANCE DISTRIBUTIONS.** The provisions in this Election ~~11~~12 apply to distributions to Participants following Severance from Employment. *(Complete (a), ~~(b)~~, and (e). Choose (d), (e), and (f) 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.

**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 ~~11~~12(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) ~~or~~);*

(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.

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(5) ☐ ~~Ad-Hoc distributions~~ Partial Distributions.

(6) ☐ Describe distribution method(s): \_\_\_\_\_

[Note: The Employer under Election ~~44~~12(b)(6) may describe Severance from Employment distribution methods from the elections available under Election ~~44~~12(b) and/or a combination thereof as to any: (i) Participant group; and/or (ii) 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 ~~44~~12(b)(6) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.]

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

~~(1) ☐ Under any distribution method available under the Investment Arrangement Documentation.~~

~~(2) ☐ Only~~ only under those distribution methods selected in Election ~~44~~12(b) which are available under the Investment Arrangement Documentation.

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

(1) ☐ Attainment of age \_\_\_\_\_.

(2) ☐ Describe: \_\_\_\_\_

[Note: An Employer's election under Election ~~44~~12(d) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.]

(e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment ~~(Choose one or both more of (1), (2), and (3))~~ (or (3)):

(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.

~~42(3)~~ 1 ☐ **QBADS.** If the Participant qualified for a QBAD under Section 6.13 following Severance from Employment.

~~(f) ☐ **Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect to have the Plan distribute up to \$3,000 per year for health insurance premiums, as described in Section 6.12.~~

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

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

(a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to ~~any of the following (if applicable): (i) RMDs under Section 6.02 and (ii) Protected Benefits.~~

(b) ☐ **Permitted.** In-Service Distributions are permitted as follows ~~(Choose one or more of (1) through (6))~~ (8):

(1) ☐ **Age** ~~(Choose a. or b.)~~

a. ☐ **Age** \_\_\_\_\_ (must be at least 59 1/2).

b. ☐ **Upon attaining Normal Retirement Age** (age 65)

(2) ☐ **Hardship**

(3) ☐ **Disability**

(4) ☐ **Qualified Reservist Distribution.** See Section 6.01(D)(10).

(5) ☐ **Deemed Severance Distribution.** See Section 6.11.

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(6) ☐ ☐ Qualified Birth and Adoption Distribution (OBAD). See Section 6.13.

(7) ☐ ☐ Qualified Disaster Distribution. See Section 6.15.

(8) ☐ ☐ Describe: \_\_\_\_\_.

[Note: The Employer under Election ~~42~~13(b)(~~6~~8) may describe In-Service Distribution provisions from the elections available under Election ~~40~~13 and/or a combination thereof as to any 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.). An Employer's election under Election ~~42~~13(b)(~~6~~8) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Sections 6.~~42~~01(E) and 9.02(C)(3).]

~~13~~14. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(D)).** The following additional conditions apply to In-Service Distributions under Election ~~42~~13(b) (Choose one or more of (a), (b) and/or (c) if applicable.):

(a) ☐ ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than ~~-\$ \_\_\_\_\_ (specify amount not exceeding \$1,000); \$ \_\_\_\_\_.~~

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

(c) ☐ ☐ **Describe other conditions:** \_\_\_\_\_.

[Note: An Employer's election under Election ~~43~~14(c) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Section 6.~~42~~01(E).]

~~14~~15. **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 and the Plan's loan policy (if any).

**STANDARD PROVISIONS.** The following provisions, which are referenced in the Basic Plan Document, apply to this Plan.

~~1.~~ **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

~~2.~~ **ERISA Status.** The Plan's ERISA status is 'intended to be ERISA exempt.' The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.

~~3.~~ **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) becomes a Participant in the Plan as soon as administratively feasible on or after his/her first day of employment with the Employer.

~~4.~~ **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.

~~5.~~ **Vesting.** All contributions are 100% vested.

~~6.~~ **Rollovers.** Rollovers may be accepted from all Eligible Employees. Distributions from Accounts attributable to Rollover Contributions may be made at any time.

~~6.~~ **Beneficiary Hardships.** A Participant's hardship event includes an immediate and heavy financial need of a primary Individual Beneficiary of the Participant as described in Section 6.07(A)(3).

**STANDARD PROVISIONS - DO NOT APPLY.** The following provisions, which are referenced in the Basic Plan Document, do not apply to this Plan.

1. **Contribution Types.** This Plan is for Elective Deferrals only. Contribution types other than Elective Deferrals are not permitted.

2. **Automatic Deferral/Automatic Escalation.** Provisions relating to Automatic Deferrals and Automatic Escalation do not apply.

3. **Early Retirement.** There are no early retirement provisions.

4. **Joint And Survivor Annuity Requirements.** The joint and survivor annuity distribution requirements do not apply.

5. **Multiple Employer Plans.** Provisions relating to Multiple Employer Plans do not apply.

6. **Appendices A, B, C.** Appendices A, B and C do not apply. Accordingly, none of the Appendix B elections that are referenced in the basic plan document apply.

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Plan Execution

Employer: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print representative name/title]

Vendor: \_\_\_\_\_

[vendor signature is optional]

Except to the extent provided in Rev. Proc. 2021-37, an adopting Employer may rely on a currently valid Opinion Letter issued by the Internal Revenue Service as evidence that the plan satisfies the Code §403(b) Requirements if: (a) the adopting Employer's plan is identical to the Nonstandardized §403(b) Pre-approved Plan; and (b) the adopting Employer has not amended the Nonstandardized §403(b) Pre-approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in section 9.03 of Rev. Proc. 2021-37 (relating to employer amendments that will not affect reliance). The adopting Employer may not rely on the Opinion Letter in certain other circumstances, which are specified in the Opinion Letter issued with respect to the Plan, or in Rev. Proc. 2021-37. This Adoption Agreement may only be used only in conjunction with basic plan document #25.

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

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

Volume Submitter-Practitioner. The Volume Submitter-Practitioner Provider. The Provider identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter-Pre-approved Plan or of any abandonment or discontinuance by the Volume Submitter-Practitioner Provider of its maintenance of this Volume Submitter-Pre-approved Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter-Practitioner Provider 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 Provider 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-Pre-approved Plan, the Volume Submitter-Practitioner's Provider's intended meaning of any Plan provisions or the effect of the Advisory Opinion Letter issued to the Volume Submitter-Practitioner Provider, please contact the Volume Submitter-Practitioner Provider at the following address and telephone number:



Elective Deferrals Only 403(b) Pre-approved Plan

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS (8.01).

(a) ☐ The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(b) ☐ The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(c) ☐ The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

**Elective Deferrals Only 403(b) Pre-approved Plan**

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. [Make at least one selection for each item below. Do not specify the Employer or the Plan Administrator (if the Plan Administrator is either the Employer or selected by the Employer) for any function involving discretion.]

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
b. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
c. Determining whether hardship distributions and loans (if any) comply with plan requirements	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
d. Make determinations regarding rollovers and transfers	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
e. Determining the status of domestic relations orders	<del><input type="checkbox"/></del> <u>N/A</u>		<input type="checkbox"/>	<input type="checkbox"/>
f. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
g. Determining employer status (e.g., type of employer, related employer status)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
h. Remitting contributions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
i. Delivery of participant notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
j. Maintain employee records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
k. Review and process claims	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
l. Communication with vendor(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
m. Describe: _____ [On line m. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]				

Effective Date of this Appendix D: \_\_\_\_\_