AFPlanServ®
a different opinion

BREATHITT COUNTY BOARD OF EDUCATION
DARNELL MCINTOSH or 403(b) Plan Contact
P O BOX 750
420 COURT STREET
JACKSON KY 41339

RE: New IRS approved 403(b) Plan Document Plan ID: PSKY31771

To whom it may concern:

American Fidelity (d.b.a AFPlanServ®) is pleased to announce our new 403(b) Plan Document ("Plan"). Beginning in 2013, for the first time, the Internal Revenue Service ("IRS") established procedures and processes to allow 403(b) Plan providers to submit a Prototype Plan Document for review and approval.

We are excited to share with you that the IRS has approved our new 403(b) Plan. This new Plan is great for you because:

- An IRS approved Plan provides Plan Document compliance assurance;
- This new Plan is tailored specifically for public school, governmental plans; and
- Using an IRS approved Plan can provide amnesty for years a 403(b) Plan may have operated without a required Plan Document.

To accommodate the new 403(b) Plan Document, we have updated our administrative services. This will help ensure continued Plan compliance, and allow for increased education and input for you, the Plan Sponsor. Our goal is to support you in providing retirement solutions for your employees.

To implement these changes, we have updated our administrative services agreement. Some of the specific changes that will help your 403(b) Plan compliance and administration include:

- Salary Reduction Agreements – We have implemented default effective dates so that we can accept Salary Reduction Agreements without dates.
- Treatment of "De-selected vendors" – To help ensure the Plan complies with Internal Revenue Code ("IRC") distribution and loan limitations, we will no longer approve transactions for de-selected (non-approved) vendors.
- Non-payment of fees by vendors – We will treat vendors that do not pay their administration fees as de-selected (non-approved), unless Plan Sponsor elects to pay vendor's fee.

The next steps are for you to amend and restate your current 403(b) Plan by adopting the new 403(b) Plan Document and executing the new Administrative Services Agreement.

Please find enclosed the following Plan Documents, three (3) of which will require review and signature, by the appropriate personnel of BREATHITT COUNTY BOARD OF EDUCATION in order to update your 403(b) Plan and our Administrative Services. We have provided a simplified checklist below to help with completing the documents. As always, we suggest that you have your own legal counsel review each of the documents prior to signing and executing.

Document Completion Checklist

Step 1: Review and sign each of the required documents below.

☐ **Section 403(b) Plan Administrative Services Agreement:** - This is your contract with AFPlanServ® to provide administrative services. Sign on page 9.

☐ **Adoption Agreement for the AFPlanServ® Volume Submitter 403(b) Plan Document.** – This document formally adopts the amended Plan. Sign on the Employer Acknowledgements and Signatures section on page 4.

☐ **Investment Provider Agreement Acceptance and Acknowledgement form:** - This form confirms your acceptance of the revised Investment Provider Agreement For Section 403(b) Retirement Plan. (Copy of Agreement enclosed).

Step 2: Review and retain each of the documents below for recordkeeping purposes.

☐ **Prototype 403(b) Plan Document:** - This is the written Plan and contains all Plan provisions.

☐ **Copy of Revised Investment Provider Agreement For Section 403(b) Retirement Plans:** - This is the Information Sharing Agreement your Providers execute to remain or become an approved Provider in your Plan.

Step 3: Return all signed documents (as instructed above in Step 1) to AFPlanServ® in the pre-addressed envelope provided. Upon receipt, AFPlanServ® will countersign the Section 403(b) Administrative Services Agreement and a copy sent back to you for recordkeeping purposes.

AFPlanServ® will begin providing its updated administrative services as of the date the Plan is adopted, based on the new Plan. In the event signed documents are not returned, our updated administrative services will become effective as of **September 1, 2017**, and your Plan will be deemed amended, as of this same date.

We appreciate your cooperation and assistance with completing this amendment and restatement of your 403(b) Plan. If you have any questions, please call our office at 866-560-6415 or send an email to WG-Annuity-AF-PlanServ@americanfidelity.com for assistance.

Cordially,

AFPlanServ®

SECTION 403(b) PLAN
ADMINISTRATIVE SERVICES AGREEMENT

THIS Section 403(b) Plan Administrative Services Agreement ("Agreement") is entered into as of the date this Agreement is signed and executed or September 01, 2017 ("Effective Date") by and between American Fidelity Assurance Company, d/b/a AFPlanServ® ("AFA" or "AFPlanServ®") and **BREATHITT COUNTY BOARD OF EDUCATION** the Plan Sponsor and Plan Administrator ("Sponsor").

WHEREAS, Sponsor affirms that it is eligible for, has established, and is responsible for the administration of a Deferred Compensation Retirement Plan for its employees under Section 403(b)(1) ("Plan") of the Internal Revenue Code of 1986, as amended ("IRC") and applicable state law;

WHEREAS, Sponsor has established a plan that is not subject to the regulations of the Employee Retirement Income Security Act of 1974 ("ERISA");

WHEREAS, AFA is or will be the provider of administrative services for the Section125 Plan sponsored by Sponsor made available to employees of the Sponsor;

WHEREAS, AFPlanServ® is in the business of managing and performing administrative services on behalf of school district Plan sponsors and has developed systems, facilities and techniques for servicing such Plans;

WHEREAS, assets of the Plan are or will be allocated to, and invested in, any investments offered by an approved Provider, including AFA Annuity Contracts, as selected by Participants (as defined in the Plan document) and made available by Sponsor under the terms of the Plan;

WHEREAS, Sponsor desires to engage AFPlanServ® to provide certain administrative, clerical and other duties related to Sponsor's obligations to the Plan; and

WHEREAS, Sponsor and AFPlanServ® desire to set forth their understanding of the duties and services to be performed by both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the value of which is hereby acknowledged by both parties, AFPlanServ® and Sponsor agree as follows:

ARTICLE I - RELATIONSHIP OF PARTIES

1.01 Nonexclusive Arrangement. Nothing herein shall prevent or restrict AFPlanServ® from providing the same or similar administrative services to other school districts or employers, whether or not affiliated with either party, in any jurisdiction.

1.02 Role of AFPlanServ®. AFPlanServ® shall be considered a record keeper for the Plan to provide administrative services set forth in Appendix A on behalf of Sponsor. Such services are limited to those described herein and as selected and designated by Sponsor during the term of this Agreement. AFPlanServ® shall not be considered the "Plan Sponsor" or "Plan Administrator" for purposes of the IRC and any other applicable federal or state law and supporting regulations. Rather, the duties of AFPlanServ® hereunder shall be recordkeeping in nature and nothing in this Agreement should be construed to confer or delegate any discretionary authority or discretionary responsibility in the administration of the Plan. Sponsor acknowledges and agrees that AFPlanServ® shall not have discretionary authority, responsibility or control over Plan adoption, management and/or compliance, or over disposition of assets of the Plan as a result of this Agreement. AFPlanServ® shall not be responsible or liable for complying with the provisions of any federal, state or local laws, regulations or notices pertaining to the Plan except as to AFPlanServ's® services as expressly described herein that are selected and designated by Sponsor during the term of this Agreement.

Sponsor acknowledges and agrees that under no circumstances will AFPlanServ® be liable or responsible for Sponsor's failure to comply with its duties and obligations as Plan Sponsor under applicable federal, state and local laws, regulations and notices prior to, during or subsequent to the term of this Agreement. Sponsor further acknowledges and agrees that AFPlanServ® is providing administrative services to the Plan based on the

representation by the Sponsor that the Plan is not subject to the requirements of ERISA and that under no circumstances will AFPlanServ® be liable or responsible for failure of the Plan to comply with ERISA.

1.03 Role of Sponsor. Sponsor acknowledges and agrees that it is solely responsible and liable for the establishment, compliance and lawful operation of the Plan, including but not limited to written plan adoption requirements, identification of approved annuity contract and custodial account providers, reporting, taking corrective and remedial measures, disclosure and other requirements imposed on the Plan pursuant to applicable federal, state, and local laws, regulations and notices, effective prior to, during and subsequent to the term of this Agreement, including but not limited to applicable final regulations pertaining to IRC Section 403(b). Sponsor agrees that it is solely responsible to determine whether the Plan is subject to the requirements of ERISA, and will immediately notify AFPlanServ® in writing if the Sponsor becomes aware that the Plan is or has become subject to ERISA. Sponsor is and shall remain the fiduciary with respect to the management and administration of the Plan and the related participation obligations. Sponsor has final complete discretion to construe or interpret the provisions of the Plan, to determine eligibility for benefits under the Plan and coverage to Participants, and to determine the type and extent of benefits to be provided by the Plan. Sponsor's decisions in such matters shall be controlling, binding, and final. For purposes of this Agreement, the term "Participants" shall include, but not be limited to any former, current and/or future active, inactive or terminated employees of Sponsor for whom contributions to the Plan are/were made or that maintain Plan assets during any particular billing period or Plan Year (as defined in Section 7.01 of this Agreement). Sponsor agrees that it shall not represent to Participants or any third party that AFPlanServ® is the Plan Sponsor or Plan Administrator.

1.04 Independent Contractor Status. AFPlanServ® is an independent third party and not an employee or agent of Sponsor, and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between AFPlanServ® and Sponsor.

1.05 Nature of Advice. The services provided hereunder by AFPlanServ® shall comply, at all times, with the applicable laws and regulations of the IRC. Sponsor acknowledges and agrees that AFPlanServ® shall not provide legal advice, legal opinions or other representations with respect to whether the Plan complies with applicable law. Sponsor agrees to seek legal counsel as to the Plan's compliance with applicable law.

ARTICLE II - AFPlanServ® RESPONSIBILITIES

2.01 Services. Unless otherwise agreed, AFPlanServ® shall provide the services set forth in Appendix A on behalf of Sponsor and agrees to perform such services in accordance with the professional standards common in the industry. Further, AFPlanServ® agrees that in performing such services, it shall invest sufficient effort and finances in its own internal systems and personnel to comply with standards common in the industry. All services provided herein shall be provided in compliance with the terms of this Agreement, and the terms, standards and conditions of Sponsor which are hereby incorporated into this Agreement by reference. AFPlanServ® reserves the right to make changes to any administrative procedures in order to assume quality service; provided, that AFPlanServ® agrees to provide Sponsor with reasonable advance notice of any changes and the opportunity to have input into the manner of which any such changes are made or implemented.

2.02 Investment Provider Agreements. AFPlanServ® shall not be required to provide, nor assume any form of direct or indirect responsibility or liability under the Agreement for providing the services set forth in Appendix A of the Agreement, unless and until:

(i) each entity selected by the Sponsor to provide investment options to Participants under the Plan ("Provider") has agreed to and executed an AFPlanServ® supplied Investment Provider Agreement with Sponsor ("Approved Provider"); or

(ii) each entity selected by the Sponsor that has not agreed to provide investment options to Participants under the Plan ("Provider") has agreed to and executed an AFPlanServ® supplied Non-Investment Provider Agreement to Share Information form with Sponsor.

Any Provider that elects not to agree to and execute the Investment Provider Agreement is de-selected by Sponsor from the Plan and all further contributions to that Provider are thereafter discontinued. Furthermore, no hardship distributions or Plan loans will be allowed by the Plan for all Participants with accounts established with a de-selected investment provider.

2.03 Regulatory Compliance. AFPlanServ® warrants that it is legally authorized to engage in business and that it shall comply, at all times, with all applicable laws and regulations of any jurisdiction in which AFPlanServ® acts, and shall for the duration of this Agreement maintain, where required by law, all permits and licenses required to perform the services under this Agreement. AFPlanServ® shall provide Sponsor with satisfactory evidence of AFPlanServ® compliance and authority to conduct business upon the request of Sponsor. In the event that AFA, AFPlanServ® or any affiliated successor entity to this Agreement is required to obtain and maintain a third party administrator's license in any jurisdiction in which AFPlanServ® acts, the additional provision(s) set forth in Exhibit B shall apply. Exhibit B is attached hereto and is hereby incorporated into this Agreement by reference.

2.04 Information from Sponsor. AFPlanServ® is not responsible to perform the services under this Agreement if Sponsor does not provide the information set forth in Section 3.01(b) of this agreement in an acceptable secure electronic format, and AFPlanServ® shall have no liability to Sponsor or any Participant as a consequence of incomplete, inaccurate and/or untimely information provided or not provided to AFPlanServ® by Sponsor, a covered Participant or a third party who may provide information to AFPlanServ® on behalf of Sponsor or at Sponsor's direction [e.g. an Approved Provider (as defined in Section 2.02), or prior/ existing administrative service provider]. An additional fee, that the parties shall agree upon in advance, may be required if AFPlanServ® is required to take corrective action as a result of such incomplete, inaccurate or untimely information.

2.05 Indemnification of Sponsor. In the event that Sponsor elects AFPlanServ® to provide the services set forth and described in Appendix A, AFPlanServ® shall indemnify and hold Sponsor harmless from and against any damages, liabilities, claims, charges, reasonable attorneys' fees, or other reasonable costs arising from or in connection with any claim, action, or proceeding relating to or arising from any negligent act, omission or intentional misconduct by AFPlanServ® during the term of this Agreement relating to the failure of AFPlanServ® to comply with the terms of this Agreement or any applicable law, rule or regulation pertaining solely to AFPlanServ's® services that are selected and designated by Sponsor hereunder. Sponsor acknowledges and agrees that under no circumstances shall AFPlanServ® indemnify and hold Sponsor harmless, or be liable or responsible in any way to Sponsor, Participants or any third party for Sponsor's failure to comply with Sponsor's duties and obligations as Plan Sponsor as set forth under applicable federal, state and local laws, regulations and notices, including but not limited to the establishment, adoption, correction, compliance and lawful operation of the Plan prior to, during or subsequent to the term of this Agreement.

Sponsor shall promptly notify AFPlanServ® of the existence of any claim, suit, proceeding or other matter as to which AFPlanServ® indemnification obligations would apply, and shall give AFPlanServ® reasonable opportunity to defend the same at its own expense, and with mutually acceptable counsel; provided, that Sponsor shall at all times also have the right to fully participate in the defense at its own expense. Sponsor shall make available all information and assistance that AFPlanServ® may reasonably request in connection with such defense.

2.06 Third Party Communication Assistance. AFPlanServ® will notify Sponsor immediately of any letter, telephone call or other communication AFPlanServ® receives from an attorney, state insurance department, or other federal or state agency with respect to any matter relating to Sponsor or the Plan. If requested, AFPlanServ® shall assist Sponsor and provide any applicable information that it may possess for AFPlanServ® and/or Sponsor to respond to letter, telephone call or other communication as the parties may mutually agree.

ARTICLE III - SPONSOR RESPONSIBILITIES

3.01 Service Responsibilities. Sponsor agrees to perform the following duties regarding the Plan services performed hereunder:

(a) Sponsor will determine if the Plan is subject to ERISA and will certify in the form provided by AFPlanServ® that the Plan is not subject to ERISA at the time this Agreement is executed. Sponsor will immediately notify AFPlanServ® if at any time Sponsor determines the Plan is subject to ERISA.

(b) Sponsor will provide to AFPlanServ®, the information necessary to permit AFPlanServ® to provide the services and satisfy its responsibilities under this Agreement. This information may include, but is not limited to, Participant date of hire, Participant date of birth, Participant salary, Participant employment status (full or part-time), prior Participant deferrals, Participant contributions, Participant termination date, if applicable, etc. All required information, from whatever source, shall be provided to AFPlanServ® in a secure electronic format that is acceptable to AFPlanServ® in the time and in the manner requested by AFPlanServ®.

(c) Sponsor shall process payroll deductions in accordance with applicable signed, executed and approved salary reduction agreements. No deduction may be started, changed, or stopped without a properly executed Agreement approved by AFPlanServ®.

(d) Notwithstanding anything to the contrary contained herein, Sponsor shall be responsible for any delay in AFPlanServ® performance of its services under this Agreement to the extent any such delay was caused by the direct or indirect failure of Sponsor to promptly furnish AFPlanServ® with any data or information required under this Agreement.

(e) Sponsor shall respond to all written and/or verbal requests for information regarding the Plan from covered Participants.

(f) Sponsor shall determine and select those entities, in addition to AFA, that are Providers meeting the Plan criteria established by Sponsor.

All Providers must have the proper insurance licenses and/or FINRA registrations and execute AFPlanServ® provided Investment Provider Agreement to abide by the rules and information sharing requirements of the IRC, AFPlanServ® and the Plan prior to receiving Plan contributions. Sponsor shall prohibit and discontinue participant contributions, hardship distributions and Plan loans under the Plan to any Provider that elects not to agree to and execute the AFPlanServ® provided Investment Provider Agreement. In the event one of the Approved Providers selected by the Sponsor either fails to timely execute the required Provider Agreement or at any time an Approved Provider fails to abide by the rules and information sharing requirements set forth in such Agreement, Sponsor has the responsibility to ensure such Approved Provider corrects the failure. If the failure continues for more than 30 days after the date of written notice by AFPlanServ® of such failure, such Approved Provider will no longer be treated as an Approved Provider by AFPlanServ® under the terms of the Plan this Agreement and the Investment Provider Agreement.

(g) Sponsor will be responsible for requesting and maintaining, at least annually, a list of available and approved Investment Arrangements ("Products") from each approved investment provider of the Plan. AFPlanServ® will provide education and guidance to the Sponsor upon request.

(h) In the event that Sponsor elects Common Remitter Services to be performed by AFPlanServ® per Option B of Exhibit A of this Agreement, Sponsor shall remit Plan contributions to AFPlanServ® in format that is acceptable to AFPlanServ® on a timely basis. The Sponsor will provide complete payroll data and reconciliation files as needed to properly reconcile the contributions.

3.02 Indemnification of AFPlanServ®. In the event that Sponsor elects AFPlanServ® to provide the services set forth and described in Appendix A, Sponsor shall indemnify AFPlanServ® and hold AFPlanServ® harmless from and against any damages, liabilities, claims, charges, reasonable attorneys' fees, or other reasonable costs arising from or in connection with any claim, action, or proceeding relating to or arising from any negligent act, omission or intentional misconduct by Sponsor, its officers or employees, during the term of this Agreement relating to the failure of Sponsor to comply with the terms of this Agreement or any applicable law, rule or regulation pertaining to Sponsor's responsibilities as set forth in the Agreement. Sponsor acknowledges and agrees that under no circumstances shall AFPlanServ® be liable or responsible in any way to Sponsor, Participants or any third party for Sponsor's failure to comply with Sponsor's duties and obligations as Plan Sponsor as set forth under applicable federal, state and local laws, regulations and notices, including but not limited to the establishment, adoption, correction, compliance and lawful operation of the Plan prior to, during or subsequent to the term of this Agreement. Sponsor agrees to indemnify and hold AFPlanServ® harmless from all liability arising from actions taken by AFPlanServ® pursuant to Sponsor's express written instructions.

AFPlanServ® shall promptly notify Sponsor of the existence of any claim, suit, proceeding or other matter as to which Sponsor indemnification obligations would apply, and shall give Sponsor reasonable opportunity to defend the same at its own expense, and with mutually acceptable counsel; provided, that AFPlanServ® shall at all times also have the right to fully participate in the defense at its own expense. AFPlanServ® shall make available all information and assistance that Sponsor may reasonably request in connection with such defense.

ARTICLE IV - FEES

4.01 Fees – AFPlanServ® Services. Sponsor agrees to the applicable fees set forth in Exhibit A attached hereto and incorporated herein by reference in exchange for the administrative and if selected, Common Remitter Services ("CRS") services provided by AFPlanServ® under this Agreement. Sponsor may elect to pass on the fees for services to its Approved Providers and each Approved Provider must agree to pay the fees as a condition of becoming or remaining an Approved Provider. Fees will be in effect from the Effective Date of this Agreement and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, the fee will be reviewed and may change with ninety (90) day written notification from AFPlanServ® to Sponsor and parties as may be identified hereinafter. Fees shall be due and payable by Sponsor or by its Approved Providers, within thirty (30) days of the date of AFPlanServ's® invoice, unless otherwise agreed in writing by AFPlanServ®. If payment is not received by AFPlanServ® on a timely basis, AFPlanServ® shall have the option to (i) discontinue service under this Agreement until such time as Sponsor pays the applicable fees in full; or (ii) if Sponsor has elected to pass on the fees onto the Approved Providers and any Approved Provider fails to pay the fee, no longer treat the Provider as an Approved Provider until such time as Provider pays its applicable fees in full; or (ii) terminate the Agreement for cause as provided in Section 7.02 of this Agreement.

ARTICLE V - BOOKS, RECORDS AND REPORTS

5.01 Records. AFPlanServ® shall maintain, at its principal office accurate and complete records, books and accounts of all transactions arising out of the Agreement, including electronic records in the possession of AFPlanServ®, during the time this Agreement. Such records, books and accounts shall be maintained in accordance with generally accepted industry standards.

5.02 Record Retention. In addition to Section 5.01 above, the parties agree that all records, accounts or other documents including policies relating to the business arising out of this Agreement are the property of Sponsor. AFPlanServ® shall deliver all such records or any required part of them to Sponsor whenever requested by Sponsor and required temporarily in the case of audit by regulatory bodies, and shall deliver copies of all such records or any required part of them to Sponsor whenever requested by Sponsor within ten (10) business days of such request, or earlier, if required by state law. Sponsor shall be responsible for expenses related to such deliveries which exceed $50.00. All such records necessary for the processing of transactions hereunder shall be maintained and preserved for the minimum of seven (7) years after the end of the year of processing, unless transferred prior thereto to another entity for administration of the Plan per the written request of Sponsor. In such case, the new entity shall acknowledge, if required by law, that it is responsible for retaining the records of AFPlanServ® regarding transactions that may have occurred under this Agreement on behalf of Sponsor.

5.03 Agreement Retention. In addition to Section 5.01 above, the parties agree that this Agreement shall be retained as part of the official records of both AFPlanServ® and Sponsor during the term of this Agreement and for seven (7) years thereafter.

ARTICLE VI - EXPENSES

6.01 Expenses. Except to the extent otherwise provided in this Agreement, AFPlanServ® shall be responsible for all expenses in connection with the administration of the business under this Agreement. Sponsor shall be responsible for only those expenses stated in the Agreement or which have been authorized in writing by Sponsor.

ARTICLE VII - TERM AND TERMINATION

7.01 Term of Agreement. Unless earlier terminated pursuant to Section 7.02 below, this Agreement will commence on the effective date set forth in the first sentence of this Agreement and shall remain in effect until completion of the first full Plan Year thereafter. Unless otherwise agreed to in writing by the parties hereto, for purposes of this Agreement, the term "Plan Year" shall mean a twelve (12) month calendar year beginning January 1. Upon completion of the first full Plan Year, this Agreement will continue in full force and effect for additional Plan Years until terminated. In addition, this Agreement will automatically terminate upon termination of the Plan and the distribution of all Plan assets.

7.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice to the other party by Registered or Certified Mail. Unless terminated, this Agreement will continue without notice or election of either party.

7.03 AFPlanServ® Right of Termination. AFPlanServ® may terminate this Agreement effective no sooner than 30 days following:

(1) the date of receipt by AFPlanServ® of written notice by the Sponsor that the Plan is determined to be subject to ERISA or,

(2) the date of receipt by AFPlanServ® of written confirmation by the Employer that the Plan is subject to ERISA if AFPlanServ® independently becomes aware of facts indicating that the Plan is subject to ERISA. AFPlanServ® may terminate this agreement with (30) days written notice for the Sponsor any time after the end of the final Plan Year this Agreement is in force if as of the end of that Plan Year AFA is not the provider of administrative services for the Section 125 Plan sponsored by Sponsor.

7.04 Rights Upon Termination. Upon termination of this Agreement for any reason, each party shall pay all amounts due the other party within thirty (30) days of the effective date of the termination, unless otherwise provided herein. In addition, in the event Sponsor desires AFPlanServ® to transfer all records related to the business which is the subject matter of this Agreement to Sponsor or another administrator, Sponsor shall make written request of transfer, and AFPlanServ® shall transfer such records within a reasonable time frame to Sponsor or Sponsor's designee, for the fee amount set forth in Exhibit A. AFPlanServ® agrees to follow such reasonable instructions as provided by Sponsor relating to the transfer of such records. Prior to forwarding any such records, AFPlanServ® and Sponsor shall ensure that all statutory and regulatory requirements regarding the disclosure and receipt of non-public personal health and/or financial information are satisfied.

ARTICLE VIII - CONFIDENTIALITY AND PRIVACY

8.01 Confidentiality. AFPlanServ® agrees to treat any Confidential Information obtained, as a consequence of this Agreement, including all medical and/or financial information regarding Sponsor, Providers, Participants and other personnel as confidential and proprietary in nature and not to be shared with any other entity without the express prior written permission of Sponsor. All information regarding Plan Participants will be kept confidential by AFPlanServ® and will only be used for the purpose of providing services under this Agreement.

8.02 Definition of Confidential Information. As used, the term "Confidential Information" shall mean any and all information including proprietary information relating to Sponsor, the Plan, Providers, Participants, employees and personnel including, but not limited to, information relating to documents, contracts, data, contributions, records, remittances, positions, agreements, deposits, products, correspondence, terms, files, statements, reviews, compliance, and any and all books, notes and records whether acquired or disclosed verbally, electronically, visually, or in a written or other tangible form. The term, "Confidential Information" shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of the agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

8.04 Legally Required Disclosure. In the event that AFPlanServ® becomes subject to any legal or regulatory process pursuant to which disclosure of Confidential Information is sought, including, but not limited to, a subpoena or order issued by a court or governmental body, AFPlanServ® will (i) give Sponsor prompt notice thereof; (ii) allow Sponsor a reasonable opportunity at its own expense to challenge such subpoena or court order, or to seek a protective order or other appropriate remedies with respect thereto; and (iii) disclose such Confidential Information in connection therewith only to the extent that such Confidential Information is legally required to be disclosed. Any disclosure which complies with the foregoing sentence shall not be deemed to be a breach of the terms of this Agreement.

8.05 Protection of Individual Privacy. AFPlanServ® is obligated to comply with the requirements of the federal Gramm-Leach-Bliley Act of 1999, and related federal and state laws regarding the privacy of the individual, non-public personal information of Sponsor's employees.

Based on the foregoing, AFPlanServ® agrees and warrants that AFPlanServ® is aware of the requirements of the Gramm-Leach-Bliley Act of 1999, and related federal and state laws, regulations, rules and requirements, and agrees that AFPlanServ® shall: (i) comply with all such federal and state laws, rules, regulations and requirements in the

performance of AFPlanServ's® obligations and duties for Sponsor; and (ii) restrict AFPlanServ's® use of the non-public personal, health and/or financial information that AFPlanServ® obtains, collects, receives or otherwise accesses on behalf of Sponsor pertaining to Plan Participants solely for the purpose of performing services under this Agreement; and (iii) take all reasonable steps to protect the non-public personal, health and/or financial information pertaining to the Plan Participants, to the extent AFPlanServ® acquires and possesses such information.

AFPlanServ® further agrees that it will not: (i) sell, share, trade or disclose any non-public personal, health and/or financial information pertaining to any individual Plan Participant, to any individual or entity, including its affiliates, employees, agents and representatives, except those having a need to know or access such information to allow AFPlanServ® to perform its duties and obligations required under this Agreement on behalf of Sponsor; and/or (ii) take any action that will cause Sponsor to be in violation of any federal or state privacy laws and regulations.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.01 Trademarks and Copyrights. The parties hereto reserve the right to the control and use of their names and all symbols, trademarks or service marks presently existing or later established. No party hereto shall use any other party's name, symbols, trademarks, or service marks in advertising or promotional materials without the prior written consent of such other party. Any use by a party, without the approval by the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. The foregoing prohibitions shall not be construed to prevent AFPlanServ® from using Sponsor's name in any notices or other documents developed and delivered in connection with the services hereunder.

9.02 Notice. Unless otherwise provided herein, any notice required to be given must be in writing per the terms set forth in Exhibit C attached hereto and incorporated by reference.

9.03 Nonwaiver. No waiver by either party of any breach of this Agreement by the other party shall be deemed to be a waiver of another breach of the same or of any other provision, and such a waiver shall not stop the first party from asserting any right under the terms of this Agreement.

9.04 Binding Agreement. All the terms of this Agreement shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective personal representatives, successors and assigns.

9.05 Transaction Situs/Governing Law/Venue. The parties agree that all transactions and services performed hereunder by AFPlanServ® for and on behalf of Sponsor shall be deemed to have been performed in the State of Oklahoma. Unless otherwise required by state law with regard to the Employer, the parties further agree that this Agreement shall be governed as to its interpretation and construction by the laws of the State of Oklahoma without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction. Venue for any legal proceeding brought under this Agreement by either of the parties hereto shall be restricted to the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma.

9.06 Modification. This Agreement may be amended by written endorsements properly executed by both parties hereto.

9.07 Sole Agreement. This Agreement and any amendments or addendums agreed to in writing by the parties, embody the final, complete and entire agreement related to the subject matter between the parties. No other representation, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth or referred to herein. This Agreement shall replace and supersede any prior Agreements between the parties dealing with the same subject matter (including but not limited to any agreements to which a party may now be or may hereafter become obligated due to acquisition of or merger with another entity. All amendments to this Agreement must be in writing and signed by both parties.

9.08 Partial Invalidity. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal

and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

9.09 Force Majeure. If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of AFPlanServ® ("Event of Force Majeure"), AFPlanServ®, upon giving prompt notice to Sponsor, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that AFPlanServ® shall avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. AFPlanServ® shall notify the other party within five (5) days or as soon as reasonably possible thereafter, of the occurrence of such Event of Force Majeure and within ten (10) days shall furnish Sponsor with a recovery plan of action. Without limiting the foregoing, AFPlanServ® shall limit the impact of the Event of Force Majeure on its performance of this Agreement. If a Force Majeure Event lasts for more than thirty (30) days, Sponsor shall have the right to terminate this Agreement.

9.10 Advice of Counsel. The parties represent that in executing this Agreement they do so with full knowledge of any and all rights released or compromised by this Agreement, and that they have received independent legal advice from their respective counsel with regard to the facts involved and with regard to their rights and asserted rights arising out of such facts. The parties shall each bear their own costs and attorneys' fees regarding the negotiation and execution of this Agreement.

9.11 Negotiated Agreement. This Agreement has been the subject of negotiations between the parties. It has been and shall be construed to have been drafted by both of the parties, so that any rule of construing ambiguities against the drafter shall have no force or effect.

9.12 Counterparts; Signatures via Facsimile. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Agreement by either of the parties tendered by facsimile shall be binding as if they were originals.

9.13 Headings and Titles. The headings and titles used herein are for reference only. They are not to be construed to be a substantive part of this Agreement or in any way to affect the validity, construction or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, Sponsor and AFPlanServ® have caused this Plan Administrative Services Agreement to be executed on the day and year written below:

AMERICAN FIDELITY ASSURANCE COMPANY (d/b/a AFPlanServ®)	**PLAN SPONSOR:** **BREATHITT COUNTY BOARD OF EDUCATION**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
AFPlanServ® Fee Schedule

I. Service Fees

In exchange for the administrative services provided by AFPlanServ® as set forth in Section 2.01 and Appendix A of the Agreement, Sponsor agrees to pay AFPlanServ® the following fees:

a) one time set-up fee in the amount of **$0.00**; and

b) a monthly fee of $1.00 for each Participant in Sponsor's 403(b) Plan.

Monthly fees will be due and owing for each Participant during a billing period. This fee amount will be in effect from the Effective Date of this Agreement and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, the fee will be reviewed and may change with ninety (90) day written notification from AFPlanServ® to Sponsor and parties as may be identified hereinafter.

Sponsor also hereby selects, as set forth in Section 3.01(h) and Appendix A(p) of the Agreement, the following with regard to Sponsor's Plan:

Option A:

☐ Sponsor elects the additional Select package of administrative services ***without*** Common Remitter Services.

Option B:

☐ Sponsor elects the additional Select package of administrative services ***with*** Common Remitter Services.

II. Fee Invoicing Method

Per Article V of the Agreement, AFPlanServ® will collect the fees due hereunder by invoicing Sponsor periodically at its mailing address as provided in Exhibit C or to Sponsor's Approved Providers, if applicable, at the Approved Providers mailing address as provided on the executed Investment Provider Agreement.

III. Post-Termination Record Transfer Fee

In exchange for AFPlanServ® agreeing to transfer records maintained under this Agreement to Sponsor or Sponsor's designee upon termination of this Agreement, Sponsor agrees to pay AFPlanServ®:

(a) a record transfer fee of $150.00; and

(b) any outstanding amounts due and owing to AFPlanServ® under this Agreement.

All fees set forth above shall be due and payable to AFPlanServ® at the time of Sponsor's written request to AFPlanServ® for the record transfer. AFPlanServ® shall have no duty or obligation to comply with Sponsor's request until all fees are received by AFPlanServ® in full.

EXHIBIT B
Third Party Administrator -
Additional Regulatory Requirements

I. Remittance Trust Account

In addition to other required provisions set forth in this Agreement, AFPlanServ® shall, where required by law, establish and maintain a remittance account in trust for Sponsor. Funds received from or on behalf of Sponsor via AFPlanServ's® Common Remitter Services, if elected by the Sponsor, shall be received by AFPlanServ® in a fiduciary capacity. These requirements are in addition to any other requirements of state or federal law relating to the Agreement, including any statutory requirements which may require the establishment of a separate trust account for any funds collected or returned in a particular state. All funds received by AFPlanServ® shall be deposited promptly in said account and any return funds shall be immediately returned to Sponsor.

Only funds for the following items may be deposited or withdrawn from this account:

(a) AFPlanServ® deposit of Participant contributions received from Sponsor; and

(b) AFPlanServ® remittance of funds to Approved Providers (as defined in Appendix A (p.)); and

(c) AFPlanServ® return of funds to Sponsor; and

(d) Payment of fees to AFPlanServ®, as authorized by Sponsor.

If applicable, payment to AFPlanServ® of any funds by, or on behalf of a Participant is considered to be received by Sponsor. Further, any payment of return funds by Sponsor to AFPlanServ® is not considered payment to a Participant until the payment is received by the Participant, if applicable. Nothing contained within this subsection shall limit any legal rights or remedies of Sponsor against AFPlanServ® resulting from AFPlanServ's® failure to remit payments as required herein.

If funds deposited have been collected on behalf of more than one Sponsor, AFPlanServ® shall keep records clearly recording the deposits in and withdrawals from the account on behalf of or for each Sponsor. AFPlanServ® shall keep copies of all records and, upon request of Sponsor, shall furnish Sponsor with copies of such records pertaining to such deposits and withdrawals on behalf of or for Sponsor. AFPlanServ® will periodically render an accounting to Sponsor detailing account transactions performed by AFPlanServ® under this Agreement.

II. Notice to Participants

AFPlanServ® shall provide written notice to Participants regarding the engagement of AFPlanServ® by Sponsor in accordance with applicable statutes. Any required notices of AFPlanServ® relationship with Sponsor must be approved by Sponsor and will be forwarded to Participants by Sponsor at Sponsor expense.

EXHIBIT C
Terms of Notice

Pursuant to Section 9.02 of this Agreement, notice may be given under this Agreement by either party hereto by delivery of said notice to the other party or by mailing said notice to the other party at the address provided below or its last known address. A receipt of mailing provided by the United States Post Office Department shall be sufficient proof of notice. Notice may also be given by facsimile transmission or overnight mail.

IF TO AFA/AFPlanServ®:

American Fidelity Assurance Company
AFPlanServ®
9000 Cameron Parkway
P.O. Box 269008
Oklahoma City, OK 73126

IF TO SPONSOR:

BREATHITT COUNTY BOARD OF EDUCATION
DARNELL MCINTOSH
P O BOX 750
420 COURT STREET
JACKSON KY 41339

APPENDIX A

With respect to Approved Providers and Providers that are not Approved Providers but have agreed to provide AFPlanServ® account information, AFPlanServ® provides the following services only to the extent information is provided by the Providers. Where any question arises with regard to actions taken by a Provider based on information provided to AFPlanServ® by that Provider, AFPlanServ® will notify the Sponsor of the issue for resolution by the Sponsor. AFPlanServ® shall not provide any services with respect to accounts with Providers that do not agree to provide any account information to AFPlanServ®. Services provided herein are set forth below:

(a) AFPlanServ® will provide guidance and sample forms to assist Sponsor in the overall administration of the Plan.

(b) AFPlanServ® will provide sample eligibility notices and guidance to assist Sponsor in complying with the Universal Availability rules for Section 403(b) Plans.

(c) AFPlanServ® will provide a written Plan document and written Amendments or Plan document updates from time to time as required to continue qualification of Sponsor's Section 403(b) Plan.

(d) AFPlanServ® will work with Sponsor to audit and maintain properly executed salary reduction agreements. A sample salary reduction agreement will be provided for use by Sponsor and Sponsor's Approved Providers.

(e) On behalf of Sponsor, AFPlanServ® will approve and monitor distributions from approved Providers of the Plan according to Plan rules and Internal Revenue Service guidelines. This will include the following:

(i) Provide Participants with Code required notice of right to elect a direct rollover prior to processing an eligible rollover distribution from the Plan;

(ii) Provide Participants an approval form and instructions to request a Plan distribution;

(iii) Apply the rules under the Plan in accordance with applicable law at the direction of the Sponsor to determine eligibility for distributions from the Plan, including distributions due to age, termination of employment, disability, or financial hardship;

(iv) Monitor Provider reports of financial hardship distribution and report such distributions to Sponsor upon request; and

(v) Monitor and approve contract exchanges, transfers, rollovers, and service credit purchases.

(f) AFPlanServ® will review any Domestic Relations Orders ("DROs") received by the Plan and apply the rules under the Plan in accordance with applicable law at the direction on the Sponsor to determine if the DRO qualifies as a "Qualified Domestic Relations Order" ("QDRO").

(g) AFPlanServ® shall maintain records of each Plan Participant's and beneficiary's account balances as of the most recent valuation data available solely for the purpose of determining the Plans compliance with applicable qualified Plan rules and not for the purposes of reliance as to account balance by a Participant or beneficiary. The records of each such account balance shall reflect amounts attributable to employer contributions (if any), Participant elective-deferral contributions, rollover contributions and transfers, and any after-tax contributions. If a 403(b) Plan accepts after-tax Roth Elective Deferral Contributions as permitted under Code section 402A ("Roth contributions"), AFPlanServ® shall keep records that separately account for such contributions. AFPlanServ® shall also maintain records of rollover Roth contributions, as permitted by the Plan Sponsor's Plan, which shall also be accounted for separately.

(h) AFPlanServ® shall arrange for contributions to and investments in a Participant's account to be allocated in contracts available under the Plan, or as directed by the Participants or the Participant's beneficiary in the event of the Participant's death. All contributions shall be allocated among such options in accordance with the most recent valid instructions. Transfers among Plan funding options shall be made pursuant to the instructions of the Participant or beneficiary in accordance with the terms of the Plan but subject to any restrictions in the applicable mutual fund or annuity contract. AFPlanServ® shall provide to the Participant or beneficiary all of the forms necessary to enable allocations of contributions or transfer amounts among the Plan funding options.

(i) AFPlanServ® shall, as authorized under the Plan pursuant to instructions from the Plan Administrator and subject to applicable law, administer Plan loans. This duty shall include, but not limited to, determining the availability of Plan loans, approving, and accounting for Plan loans available under the terms of the Plan.

(j) AFPlanServ® shall receive beneficiary distribution request forms from Participants, verify the documents comply with Plan and applicable legal requirements, and notify the applicable Provider of such determination.

(k) Prior to the distribution of a Participant's benefits from a Provider that is not an Approved Provider account, AFPlanServ® shall provide the appropriate tax notice as required under section 402(f) of the Code.

(l) AFPlanServ® shall notify Participants nearing or exceeding the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code. AFPlanServ® shall, at such times as the Sponsor and AFPlanServ® shall agree, provide reports to the Sponsor concerning employee elective deferrals in order to aid in their compliance with the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code.

(m) AFPlanServ® or AFA shall provide upon request a sufficient number of representatives for enrolling, educational, communications, administrative, and other support to assist Sponsor and Sponsor's Participants.

(n) AFPlanServ® shall implement appropriate data security measures, policies, and procedures that are designed to comply with privacy laws directly applicable to its businesses which may be applicable to the Sponsor, employers, and Participants, including the Gramm Leach Bliley Act of 1999 and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003.

(o) AFPlanServ® shall take such steps to correct any AFPlanServ® or Custodian error so that the Participant is made whole.

(p) In the event that Sponsor elects Common Remitter Services per Option B of Exhibit A of this Agreement, AFPlanServ® will use its best efforts to process remittances and data files received in good order by the end of the following business day. Files and remittances received from Sponsor shall be maintained and processed by AFPlanServ® via a separate bank account, with all data received encrypted for security prior to transmittal to Providers. If employee contributions cannot be processed as received, AFPlanServ® will notify Sponsor immediately for assistance in reconciliation so that the contributions can be processed on a timely basis.

AFPlanServ 403(b)

Volume Submitter

Plan Document

Contents

SECTION 1
DEFINITIONS

1.1 Account

"Account" means the account maintained for the benefit of any Participant or Beneficiary under an Investment Arrangement.

1.2 Account Balance

"Account Balance" means the total benefit to which a Participant or Beneficiary is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Participant's Account, any rollover contributions or transfers held under the Participant's Account, and any distribution made to the Participant, the Participant's Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

1.3 Accumulated Benefit

"Accumulated Benefit" means the sum of Participant's or Beneficiary's Account Balance's under all Investment Arrangements under the Plan.

1.4 Administrator

"Administrator" means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Administrator is identified in the Adoption Agreement, then the Employer is the Administrator. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

1.5 Annuity Contract

"Annuity Contract" means a non-transferable group or individual contract as defined in section 403(b)(1) and 401(g) of the Internal Revenue Code, established for each Participant by the Employer or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

1.6 Beneficiary

"Beneficiary" means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan.

1.7 Custodial Account

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

1.8 Compensation

"Compensation" means wages, tips, and other compensation as reported on the Form W-2. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

A. Notwithstanding the above, Compensation shall not include any amount which is contributed by the Participant and which is not includible in the gross income of the Participant under section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), or 403(b) of the Internal Revenue Code.

B. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the annual compensation of each Participant taken into account in determining allocations shall not exceed $265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.

C. Solely for purposes of Section 5, "Compensation" includes "differential wage payments: as that term is defined in Section 3401(h) of the Internal Revenue Code, for a payment made after December 31, 2008. These amounts must be treated as compensation under section 415(c)(3) but are not required to be treated as compensation for purposes of determining contributions and benefits under a plan.

1.9 Disabled

"Disabled" means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.

For purposes of annuity contracts distributing amounts not attributable to elective deferrals, "Disabled" shall have the same meaning as above unless an alternative definition is provided in the Investment Arrangement.

1.10 Elective Deferral

"Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. The term "Elective Deferral" includes Roth Elective Deferrals if permitted under the Plan.

1.11 Eligibility Computation Period

"Eligibility Computation Period" means a computation period during which an Employee completes at least 1,000 Hours of Service. Furthermore:

A. For eligibility purposes, the initial computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (the employment commencement date). The succeeding computation periods are the 12-consecutive month periods commencing with the first day of the Plan Year, beginning with the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial computation period. An Employee who is credited with 1,000 Hours of Service in both the initial computation period and the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date will be credited with two Years of Service.

B. For purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer contributions, the Eligibility Computation Period is the 12-consecutive month period beginning on the Employee's employment commencement date with the Employer or any Related Employer. Each subsequent 12-consecutive month period will commence on the anniversary of such date.

1.12 Employee

"Employee" means each individual who is a common law employee of the State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

1.13 Employer

"Employer" means the Public School named in the Adoption Agreement that has adopted the Plan. For purposes of eligibility to participate in and make contributions to the Plan, "Employer" also includes any Related Employer that is an eligible employer within the

meaning of section 1.403(b)-2(b)(8)(i) of the Treasury Regulations and that is designated in the Adoption Agreement.

1.14 Employer Contributions

"Employer Contributions" means Non-elective Contributions and Matching Contributions, if any, the Employer elects to contribute to the Plan as designated in the Adoption Agreement and in accordance with Sections 4.3 and 4.4 of the Plan, subject to the age and service requirements, if any, designated in the Adoption Agreement.

1.15 Entry Date

"Entry Date" means the date designated in the Adoption Agreement on which an Employee's election of Elective Deferrals or eligibility to participate in Employer Contributions, if any, is effective, subject to the provisions of Sections 3.1 and 3.2 of the Plan.

1.16 Hour of Service

"Hour of Service" means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

1.17 Investment Arrangement

"Investment Arrangement" means an Annuity Contract or Custodial Account that satisfies the requirements of section 1.403(b)-3 of the Treasury Regulations and that is issued or established for funding amounts held under the Plan. A list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, shall be maintained in an appendix to the Plan. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Internal Revenue Code, are hereby incorporated by reference in the Plan.

1.18 Matching Contributions

"Matching Contributions" means Employer contributions described in Plan Section 4.4 which are based on a Participant's Elective Deferrals.

1.19 Non-Elective Contributions

"Non-elective Contributions" means the Employer's contributions to the Plan in accordance with Plan Section 4.3A, other than Elective Deferrals, Matching Contributions, and Qualified Non-elective Contributions.

1.20 Participant

"Participant" means an individual for whom contributions are currently being made, or for whom such contributions have previously been made under the Plan and who has not received a distribution of his or her entire Benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.

1.21 Plan

"Plan" means the Plan identified in the Adoption Agreement, consisting of the provisions elected by the Employer in the Adoption Agreement and the terms of this pre-approved document.

1.22 Plan Year

"Plan Year" means the calendar year unless a different 12 consecutive month period is designated by the Employer in the Adoption Agreement.

1.23 Public School

"Public School" means a State-sponsored educational organization described in section 170(b)(1)(A)(ii) of the Internal Revenue Code (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body or pupils or students in attendance at the place where educational activities are regularly carried out).

1.24 Qualified Non-elective Contributions

"Qualified Non-elective Contributions" means contributions (other than Non-elective Contributions and Matching Contributions) made by the Employer pursuant to Plan Section 4.3B and allocated to Participant's accounts that the Participants may not elect to receive in cash until distributed from the Plan, that are non-forfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

1.25 Related Employer

"Related Employer" means any entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Internal Revenue Code. The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

1.26 Severance from Employment

"Severance from Employment" occurs when the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under section 1.403(b)-2(b)(8) (an "eligible employer"), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed in a capacity that is not employment with an eligible employer.

1.27 State

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

1.28 Vendor

"Vendor" means the provider of an Annuity Contract, Custodial Account, or a Retirement Income Account.

1.29 Year of Service

"Year of Service" means:

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

B. For purposes of determining eligibility for Employer Non-elective Contributions, if any, an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. All Years of Service with the Employer are counted toward eligibility.

C. For purposes of determining Years of Service for computing an Employee's nonforfeitable right to the account balance derived from Employer contributions, an Eligibility Computation Period during which an Employee completes at least

1,000 Hours of Service. All of an Employee's Years of Service with the Employer and any Related Employer, including Years of Service with the Employer before the Employee became eligible for or covered by the Plan are counted for vesting purposes. When the Employer maintains the plan of a predecessor employer, service with the predecessor employer is counted as service with the Employer.

SECTION 2
ADMINISTRATION

2.1 Plan Administration

A. Plan Administration.

The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Internal Revenue Code. These provisions and requirements include but are not limited to:

1) Determining whether an employee is eligible to participate in the Plan;

2) Determining whether contributions comply with the applicable requirements and limitations;

3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations;

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

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

6) Determining the status of domestic relations orders or qualified domestic relations orders.

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

B. Administrative Appendix.

Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an administrative appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the appendix. The appendix will also include a list of all the Vendors of Investment

Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The appendix may be modified from time to time. A modification of the appendix is not an amendment of the Plan. In the event of any conflict between the terms of the basic Plan document and Adoption Agreement and the terms of the Investment Arrangement (or of any other documents incorporated by reference into the Plan), the terms of the basic Plan document and Adoption Agreement Plan shall govern.

SECTION 3
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility of Employees

Each Employee who is not excluded under the Elective Deferral Eligibility section of the Adoption Agreement may elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

3.2 Compensation Reduction Election

An Employee elects to participate by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements) and filing it with the Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Compensation Reduction Election, shall be included in other records maintained under the Plan. This Compensation reduction election shall be made through an agreement provided by the Administrator or its designated agent under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200 as specified in the Adoption Agreement, and may change such minimum to a different amount (but not in excess of $200 or such lower amount as specified in the Adoption Agreement) from time to time. The participation election shall also include designation of the Vendor. Any such election shall remain in effect until a new election is filed with the Plan Sponsor, or the Plan Sponsor's designated Plan service provider.

The Administrator may establish reasonable administrative procedures for making elective deferrals, including a reasonable period for providing an Employee with notice of his or her right to defer and a reasonable election period, provided that §1.403(b)-5(b)(2) of the Treasury Regulations is satisfied. These procedures shall require the provision to employees of the notice of right to defer no later than 30 days after commencement of employment and shall include the designation of an Entry Date on the Adoption Agreement. An Employee's compensation reduction election shall take effect on the designated Entry Date or as soon as administratively feasible after the properly completed Compensation Reduction Election is received by the Administrator, which shall in any case not be later than 30 days after the date of Administrator's receipt.

3.3 Information Provided by the Employee

Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan,

including any information required under the terms governing the Investment Arrangement.

3.4 Change in Compensation Reduction Election

Subject to the terms governing the applicable Investment Arrangement and at least once each plan year, a Participant may change his or her Compensation Reduction Election, choice of Investment Arrangements, and designated Beneficiary and such change shall take effect as of the date provided on a uniform basis for all Employees.

3.5 Timing of Contributions

Contributions to the Plan under this Article III must be transferred to the Vendor as soon as administratively possible, but no later than 15 business days following the month in which the amounts would have been paid to the Employee.

3.6 Leave of Absence

Unless a Compensation Reduction Election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

SECTION 4
CONTRIBUTIONS

4.1 Elective Deferrals

A. Limitations on Elective Deferrals

Except as provided in sections 4.1(B) and 4.1(C) below, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed $18,000, which is the applicable dollar amount established under section 402(g)(1)(B) of the Internal Revenue Code and adjusted for cost-of-living to the extent provided under section 402(g)(4) of the Internal Revenue Code for periods after 2015.

B. Special Section 403(b) Catch-Up Limitation for Employees With 15 Includible Years of Service.

If the employer is a qualified organization (within the meaning of section 1.403(b)-4(c)(3)(ii) of the Treasury Regulations) and if elected in the Adoption Agreement, the applicable dollar amount under section 4.1(A) for any "Qualified Employee" is increased by the least of:

1) $3,000;

2) The excess of:

   a) $15,000, over

   b) The total special section 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or

3) The excess of:

   a) $5,000 multiplied by the number of years of Service of the Employee with the qualified organization, over

   b) The total Elective Deferrals made for the Employees by the qualified organization for prior years.

4) For purposes of section 4.1(B), a "Qualified Employee" means an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

C. Age 50 Catch-Up Contributions.

An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to

the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,000, and is adjusted for cost-of-living to the extent provided under the Internal Revenue Code for periods after 2015.

D. Coordination.

Amounts in excess of the limitation set forth in section 4.1(A) shall be allocated first to the Special Section 403(b) catch-up under section 4.1(B) and next as an age 50 catch-up contribution under section 4.1(C). However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant's Compensation for the year.

E. Special Rule for a Participant Covered by Another Section 403(b) Plan.

For purposes of this Section 4, if the Participant is or has been a Participant in one or more other plans under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitation in this section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of section 4.1(B) only if the other plan is a §403(b) Plan.

F. Correction of Excess Elective Deferrals.

If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code for which the Participant provides information is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year), shall be distributed to the Participant no later than April 15 of the following calendar year. Distribution of a Participant's excess Elective Deferrals shall be made first from a Participant's Roth Elective Deferrals, and second from a Participant's pre-tax Elective Deferrals, unless the Participant designates a different order of distribution before the distribution is made. Participants who claim Excess Elective Deferrals for the preceding year from this Plan and one or more plans of another employer must submit their request for a

distribution of the Excess Elective Deferrals to the Administrator in writing on or before March 1 of the calendar year after the applicable calendar year.

4.2 Roth Contributions

A. General application.

If elected by the Employer in the Adoption Agreement and permitted under the terms of the applicable Investment Arrangement, a Participant may designate all or a portion of the Participant's Elective Deferrals as Roth Elective Deferrals. Any Roth Elective Deferrals under an Investment Arrangement shall be allocated to a separate Account maintained under the Investment Arrangement for a Participant's Roth Elective Deferrals. Unless specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

B. Separate Accounting.

1) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for the Participant under the Investment Arrangement.

2) A record of the amount of Roth Elective Deferrals in each Roth Elective Deferral Account shall be maintained.

3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective Deferral Account and the Participant's other Accounts.

4) No contributions other than Roth Elective Deferrals and properly attributable earnings shall be credited to a Participant's Roth Elective Deferral Account.

C. Definition of Roth Elective Deferrals. A "Roth Elective Deferral" means an Elective Deferral that is:

1) Designated irrevocably by the Participant at the time of the Compensation Reduction Election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation Reduction Election.

4.3 Non-elective Contributions

A. Non-elective Contributions. If elected in the Adoption Agreement, the Employer may make discretionary Non-elective Contributions for each eligible Employee who satisfies the age and service requirements, if any, elected in the Adoption Agreement, in an amount or according to a formula determined by the Employer, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.

B. Qualified Non-elective Contributions. The Employer may make Qualified Non-elective Contributions under the Plan on behalf of all eligible Employees. If made, Qualified Non-elective Contributions will be allocated to all Participants in the ratio which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.

4.4. Matching Contributions

The Employer may elect to make Matching Contributions under the Plan on behalf of qualifying contributing participants as provided in the terms of a collective bargaining agreement or other written document, provided that those terms are incorporated by reference and made a part of the Plan. Matching Contributions will be allocated to eligible Participants who have contributed Elective Deferrals during the Plan Year in the manner elected in the Adoption Agreement. Matching Contributions will be applied each payroll period, except that for discretionary matching contributions, the Employer will determine the methodology at the time the Matching Contribution is determined.

4.5 Non-elective Contribution for Disabled and Former Employees

If elected in the Adoption Agreement, former Employees will share in Non-elective Contributions made by the Employer until the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment. For purposes of this Section 4.5, a Participant is deemed to have monthly Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Compensation during his or her most recent Year of Service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment.

If elected in the Adoption Agreement, Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) will share in Non-elective Contributions made by the Employer for the period following the disability elected by the Employer in the Adoption Agreement. The Compensation of a disabled Participant used to

allocate such Non-elective Contributions shall be the Compensation such Participant would have received for the Plan Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

4.6 Vesting

The portion of a Participant's Account attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions shall be 100% vested at all times. Employer Matching Contributions and Non-elective Contributions will be subject to the Vesting Schedule elected by the Employer in the Adoption Agreement. Employer Matching Contributions and Non-elective Contributions made on behalf of a Participant, to the extent not vested, will be credited to a separate account and treated as made to a contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

On or after the date on which the Participant's interest in the separate account becomes non-forfeitable, the contract shall be treated as a section 403(b) Annuity Contract if:

1) No election has been made under section 83(b) with respect to the contract;

2) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming non-forfeitable;

3) Contributions subject to different vesting schedules have been maintained in separated accounts; and

4) The separate account at all times satisfied the requirements of section 403(b) except for the non-forfeitability requirement in section 403(b)(1)(C).

If only a portion of the Participant's interest in a separate account becomes non-forfeitable in a year, then that portion of the contract will be considered a section 403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Each contribution (and earning thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant.

4.7 Forfeitures

On or before the last day of each Plan Year, any amounts which became forfeitures since the last day of the prior Plan Year may be allocated as additional Non-elective or Matching contributions or used to reduce any Non-elective or Matching Contribution, reinstate previously forfeited account balances of Participants, or to pay eligible Plan expenses, as determined by the Employer; provided, however, that all forfeitures shall be allocated no later than the end of the Plan Year after the Plan Year in which they occurred.

In the event forfeitures are used to reduce a Non-elective Contribution and the forfeitures exceed such contribution, then the remaining forfeitures will be allocated as an additional

discretionary contribution. Forfeitures may not be used to reduce Qualified Non-elective Contributions, which are required by the Code to be fully vested when contributed to the Plan. Regardless of the preceding sentences, in the event the allocation of forfeitures provided herein shall cause the Annual Additions (as defined in Section 5.1(B)(1)) to any Participant's Account to exceed the amount allowable by the Code, an adjustment shall be made in accordance with Section 5.1(A)(8).

If a benefit is forfeited because the Participant or beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or beneficiary.

SECTION 5
LIMITATIONS ON ANNUAL ADDITIONS

5.1 Limitations on Annual Additions

A. Limitations on Aggregate Annual Additions.

1) General Limitation on Annual Additions. A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.

2) Aggregation of section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.

3) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Internal Revenue Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Internal Revenue Code.

4) Annual Notice to Participants. The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.1(A)(3) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.1(A)(3). The notice will advise Participants that the applications of the limitations in section 5.1(A)(3) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Internal Revenue Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant or the year following the year in which the Employer adopts this plan, whichever is later.

5) Coordination of Limitation on Annual Additions Where Employer Has another Section 403(b) Volume Submitter Plan. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 5.1(E), reduced by the Annual Additions credited to the Participant under any other Section 403(b) Volume Submitter Plans of the Employer in addition to this Plan. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

6) Excess Annual Additions

   a) If, notwithstanding section 5.1(A)(1) through 5.1(A)(5), a Participant's Annual Additions under this Plan, or under the Plan and plans aggregated with this Plan under sections 5.1(A)(2), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under section 401(a) of the Internal Revenue Code will be deemed to have been credited first.

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

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

      (ii) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Volume Submitter Plans of the Employer.

   c) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 5.1(A)(7).

7) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Volume Submitter Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Volume Submitter Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with section 5.1(A)(5) as though the other plan were a Section

403(b) Volume Submitter Plan unless the Employer provides other limitations in the Adoption Agreement.

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

B. Definitions.

1) "Annual Additions" means the following amounts credited to a Participant under the Plan, or any other plan aggregated with the Plan under section 5.1(A)(2):

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

b) After-tax Employee contribution;

c) forfeitures allocated to the Participant's Account; and

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

e) allocations under a simplified employee pension.

Amounts described in (a), (b), (c), and (e) are annual additions for purposes of both the dollar limitation under Section 5.1(E)(1) and the percentage of compensation limitation under Section 5.1(E)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under Section 5.1(E)(1).

C. Includible Compensation.

1) "Includible Compensation" means an Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Internal Revenue Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Internal Revenue Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(l)(B), 402(k), 457(b) of the Internal Revenue Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.

2) For purposes of applying the limitations on Annual Additions to Non-elective Employer contributions pursuant to section 415 of the Internal Revenue Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 22(e)(3) of the Internal Revenue Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

3) Post-severance compensation. Payments made within 2 1/2 months after Severance from Employment will be included in Includible Compensation if they are payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described above are not considered compensation if paid after severance from employment, even if they are paid within 2 1/2 months following severance from employment, except for

payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

4) Former Employees. For purposes of this Section 5, a Participant is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during his or her most recent Year of Service.

5) Disabled Employees. For purposes of applying the limitations of this Section 5 to Non-elective Employer Contributions pursuant to Code section 415, Includible Compensation for Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

D. Limitation Year.

"Limitation Year" means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 5.1(A)(3) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

E. Maximum Annual Addition

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

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

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

F. Contributions for Medical Benefits after Separation from Service. The Includible Compensation limit referred to in 5.1(E) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.

G. Section 403(b) Volume Submitter Plan.

A Section 403(b) Volume Submitter Plan means a section 403(b) plan the form of which is the subject of a favorable advisory letter from the Internal Revenue Service.

H. Employer.

Solely for purposes of section 5.1(A) through 5.1(H), "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.

I. Excess Annual Addition.

"Excess Annual Addition" means the excess of the Annual Additions created to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under section 5.1(A)(2) over the Maximum Annual Addition for the limitation Year under section 5.1(E).

SECTION 6
DISTRIBUTION PROVISIONS

6.1 Distribution Limitations for Elective Deferrals

Except as permitted in the case of excess Elective Deferrals, pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in section 72(t)(2)(G) of the Internal Revenue Code, termination of the Plan, a payment pursuant to section 12.1 or 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions of Elective Deferrals from a Participant's Account may not be made earlier than the date on which the Participant has Severance from Employment, dies, becomes disabled, or attains age 59½. For purposes of this paragraph, a Participant shall be treated as having a severance from employment during any period the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Internal Revenue Code. A Participant who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral or receive a Non-elective Employee Contribution during the 6-month period beginning on the date of the distribution. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.2 Minimum Distribution Requirement

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

6.3 Distributions of Amounts Held in a Rollover Account

If a Participant has a separate account attributable to rollover contributions to the Plan, then, to the extent permitted by the terms governing the applicable Investment Arrangement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.4 Direct Rollovers

A. Direct Rollovers.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least $500 paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover, to the extent permitted by the terms governing the applicable Investment Arrangement. If an Eligible Rollover Distribution is less than $500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution.

B. Definitions.:

1) "Eligible Rollover Distribution" means an Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of 10 years or more;

b) any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code (other than amounts that would have been required but for a statutory waiver of the section 401(a)(9) requirements);

c) any hardship distribution;

d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);

e) any distribution(s) that is reasonably expected to total less than $200 during a year;

f) any corrective distribution of excess amounts under section 402(g) and/or 415(c) of the Internal Revenue Code and income allocable thereto;

g) any loans that are treated as deemed distributions pursuant to section 72(p) of the Internal Revenue Code;

h) dividends paid on employer securities as described in section 404(k) of the Internal Revenue Code;

i) the costs of life insurance coverage (P.S. 58 costs);

j) prohibited allocations that are treated as deemed distributions pursuant to section 409(p) of the Internal Revenue Code.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, respectively, or (ii) a qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code or a tax-sheltered annuity described in section 403(b) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

C. Eligible Retirement Plan.

An Eligible Retirement Plan is a qualified plan described in section 401(a), an annuity plan described in section 403(a), an annuity contract described in section 403(b), an individual retirement account or annuity described in section 408(a) or 408(b), or an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a State and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a qualified domestic relations order as defined in section 414(p) of the Internal Revenue Code.

D. Distributee.

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employees' spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's non-spouse designated Beneficiary. In the case of a non-spouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provision of section 402(c)(11) of the Internal Revenue Code; Also, in this case, the determination of any required minimum distribution under section 401(a)(9) of the Internal Revenue Code that is

ineligible of rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

E. Direct Rollover.

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

F. Written Explanation of Right to Direct Rollover.

The payor shall provide, within a reasonable time period before making an Eligible Rollover distribution, a written explanation to the Participant that satisfies the requirements of section 402(f) of the Internal Revenue Code.

G. Roth Elective Deferrals.

1) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan will only be made to another Roth elective Deferral Account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).

2) The provisions of the Plan that allow a Participant to elect a Direct Rollover, but only if the amount rolled over is at least $500, is applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

3) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year.

6.5 Distribution Limitations for Matching and Non-elective Employer Contributions

A. Custodial Account.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue

Service, Non-elective Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangements.

B. Annuity contract.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Non-elective Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes Disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.6 Distributions on Death

On the death of a Participant, the Participant's vested account balance will be paid to the participant's surviving spouse, but if there is no surviving spouse, or if the surviving spouse has consented, then to the Participant's designated beneficiary. A Participant may designate his or her beneficiary on forms provided by and in the manner required by the Administrator.

6.7 Forms of Distribution

Distributions from the Plan from Custodial Accounts shall be as elected by the Employer in the Adoption Agreement. All distributions from an Annuity Contract shall be in a form permitted under the terms of the applicable Annuity Contract as selected by the Participant.

SECTION 7
HARDSHIP DISTRIBUTIONS

7.1 Hardship Distributions of Elective Deferrals

A. To the extent permitted by the terms governing the applicable Investment Arrangement, distribution of Elective Deferrals may be made to a Participant in the event of hardship as described in section 1.401(k)-1(d)(3)(iii)(B) of the Internal Revenue Code. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Notwithstanding any other provisions of this Section 7, hardship distributions may not exceed the aggregate dollar amount of the Participant's Elective Deferrals and Roth Elective Deferrals under the Plan, excluding income thereon, reduced by the amount of distributions previously made to the Participant under the Plan.

B. The following are the only financial needs considered immediate and heavy: expenses incurred or necessary for medical care, (as described in Code section 213(d)), of the Participant, the Participant's spouse or dependents, or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7); the purchase (excluding mortgage payments) of a principal residence for the Participant; payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary beneficiary; payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Employee's principal residence; payments for funeral or burial expenses for the Participant deceased parent, spouse, child or dependent, or the Participant's primary beneficiary; and expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

C. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

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

2) The Participant has obtained all distributions, other than hardship distributions, and all non-taxable loans under all plans maintained by the Employer (except to the extent such actions would be counter-productive to alleviating the financial need); and

3) All plans maintained by the Employer provide that the Participant's Elective Deferrals (and Employer Contributions) will be suspended for 6 months after the receipt of the hardship distribution.

SECTION 8
PLAN LOANS

8.1 Loans to Participants

A. To the extent permitted under the terms of the applicable Investment Arrangement, Participants and Beneficiaries may obtain loans under the Plan.

B. No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the non-forfeitable accrued benefit of the Participant or, if greater, the total accrued benefit up to $10,000. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated.

C. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less than quarterly, over a period not extending beyond five years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 15 years from the date of the loan.

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

E. The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans; provided, however, that the Administrator will ensure that repayment safeguards to which a prudent lender would adhere are observed, including but not limited to ensuring that the loan bears a reasonable rate of interest.

SECTION 9
ROLLOVER CONTRIBUTIONS, TRANSFERS, EXCHANGES

9.1 Rollover Contributions to the Plan

A. If elected in the Adoption Agreement and to the extent permitted under the terms of the applicable Investment Arrangement, the Plan will accept rollover contributions as provided in this section.

B. Eligible Rollover Contributions.

A Participant who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Internal Revenue Code and to confirm that such plan is an Eligible Retirement Plan.

C. Eligible Rollover Distribution.

An Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code.

D. Eligible Retirement Plan.

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

E. Roth Rollovers.

1) The Plan will accept rollovers of Roth Elective Deferrals only if the Employer has elected in the Adoption Agreement to permit Roth Elective Deferrals.

2) If provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an

applicable retirement plan described in section 402A(e)(1) of the Internal Revenue Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Internal Revenue Code.

F. Information Regarding Participant Basis Required.

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

G. Separate Accounts.

Separate accounts shall be established and maintained for the Participant for any Eligible Rollover Distribution, and for the after-tax portion of any such Eligible Rollover Distribution, paid to the Plan

9.2 Transfers Between Plans

A. If elected in Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

B. Transfers to the Plan.

The Administrator may accept a transfer of assets to the Plan for a Participant or Beneficiary only if;

1) the transferor plan provides for direct transfers of assets;

2) the Participant is an Employee or former Employee of the Employer;

3) the Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and

4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

C. Transfers to Another Plan.

The Administrator may permit the transfer of assets to another plan for a Participant or Beneficiary only if;

1) the Plan provides for direct transfers of assets pursuant to the Adoption Agreement;

2) the Participant is an Employee or former Employee of the Employer;

3) the Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or beneficiary immediately before the transfer; and

4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.

D. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section and section 1.403(b)-10(b)(3) of the Treasury regulations and to confirm that any other plan involved in the transfer satisfies section 403(b) of the Code.

9.3 Exchanges

A. If elected in the Adoption Agreement, exchanges shall be permitted as provided in this section.

B. A Participant or Beneficiary is permitted to change the investment of his or her Accumulated Benefit among the Vendors of Investment Arrangements approved for use under the Plan. However, an investment change that includes an investment with a Vendor that is not eligible to receive new contributions (referred to below as an exchange) is not permitted unless the conditions in sections 9.3(C) through (E) are satisfied.

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

D. The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan.

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

1) Information necessary for the resulting contract or custodial account, or any contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Internal Revenue Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in section 6.1);

(ii) the Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a 6-month suspension of Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and

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

F. If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in section 9.3(E) to the extent the Employer's contract with the Vendor does not provide for the exchange information described in section 9.3(E)(1) and 9.3(E)(2).

9.4 Transfers to Purchase Service Credit

A. Purchases of service credit shall be permitted under the Plan as provided in this section.

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

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

SECTION 10
INVESTMENT OF CONTRIBUTIONS

10.1 Investment

A. Manner of Investment.

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Investment Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts.

B. Exclusive Benefit.

Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

C. Investment of Contributions.

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Investment Arrangement in accordance with the terms governing the Investment Arrangement.

D. Information Sharing.

Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Internal Revenue Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

E. Conflicts Between Plan and Terms of Investment Arrangements.

In the event of any conflict between the terms of the Plan (including its associated adoption agreement and any other documents incorporated by reference into the Plan) and the terms of any Investment Arrangements permitted under the Plan, the terms of this Plan shall govern.

SECTION 11
PLAN TERMINATION AND AMENDMENT

11.1 Termination

A. Termination of Contributions.

The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

B. Termination.

The Employer reserves the authority to terminate this Plan at any time. Upon termination of the Plan, all non-vested amounts under the Plan will be fully vested, and subject to any restrictions contained in terms governing the applicable Investment Arrangement, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

11.2 Amendment by Volume Submitter Practitioner

The preapproved plan sponsor may amend any part of the Plan on behalf of each employer that has adopted the Plan. All amendments made by the preapproved plan sponsor will be made in accordance with changes in the Internal Revenue Code, regulations, revenue rulings, or other guidance published by the Internal Revenue Service, or other regulatory authorities. All amendments to the Plan must be adopted by the Plan Sponsor prior to becoming a part of the Plan Sponsor's 403(b) Plan. The preapproved plan sponsor (i) will inform the adopting eligible employer of any amendments made to the plan, and (ii) will notify the employer of the discontinuance or abandonment of the plan.

11.3 Amendment by Adopting Employer

An Employer that amends the Plan, including the Adoption Agreement, other than to (a) change the choice of options or procedures in the Adoption Agreement, (b) add overriding language if necessary to satisfy IRC 415 because of the required aggregation of multiple plans, (c) to change information in Appendix I to the Adoption Agreement, or (d) to adopt sample or model amendments published by the Service that specifically provide that their adoption by an adopter of an approved IRC 403(b) volume submitter plan will not cause such plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan, will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to the plan. An Employer which chooses to discontinue participation in the Plan as amended

by the volume submitter practitioner and does not substitute another approved IRC 403(b) volume submitter plan will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to the plan.

SECTION 12
OTHER PLAN PROVISIONS

12.1 Domestic Relations Orders and Qualified Domestic Relations Orders

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

12.2 IRS Levy

The Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.3 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

12.4 USERRA - Military Service Credit

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

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

Plan Description: Volume Submitter 403(b) Plan
FFN: 31502760001-001 Case: 201500202 EIN: 73-0714500
Letter Serial No: J500857a
Date of Submission: 04/16/2015

AMERICAN FIDELITY ASSURANCE COMPANY DBA
AFPLANSERV
P.O. BOX 269008
OKLAHOMA CITY, OK 73126

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2017

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 403(b) of the Internal Revenue Code for use by eligible employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to each eligible employer who adopts this plan.

This letter considers the changes contained in the final regulations under Code section 403(b) (sections 1.403(b)-1 through 1.403(b)-11) that were published on July 26, 2007 (72 FR 41128) and the applicable requirements of the 2012 Cumulative List of Changes in Plan Qualification Requirements contained in Notice 2012-76, 2012-62 I.R.B. 775.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an eligible employer's plan satisfies Code section 403(b). However, an eligible employer that adopts this plan may rely on this letter with respect to the satisfaction of its plan under Code section 403(b), as provided for in Rev. Proc. 2013-22, 2013-18 I.R.B. 985, and outlined below. An eligible employer that adopts this Code section 403(b) volume submitter plan may rely upon an advisory letter issued for the plan that the form of the adopting eligible employer's plan satisfies the requirements of Code section 403(b) except (i) to the extent that the employer modifies the terms of the approved specimen plan (other than by selecting options that are permitted under the terms of the approved specimen plan) and (ii) if the plan is not a Code section 414(d) governmental plan or a plan of a Church or Qualified Church Controlled Organization (QCCO) as defined in Rev. Proc. 2013-22 with respect to whether nonelective contributions under the plan satisfy the requirements of Code sections 401(a)(4) and 410(b). The terms of the plan must be followed in operation.

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section, except to the extent that the definition of spouse is relevant for purposes of required minimum distributions under Code section 401(a)(9) and spousal rollover rights under Code section 402(c)(9).

In general our opinion may not be relied on with respect to the requirements of Code section 415 if the adopting eligible employer or any of its related employers maintains another Code section 403(b) plan covering any of the same participants as this Code section 403(b) plan. For this purpose, the term "related employers" means all employers that are aggregated with the adopting eligible employer under Code sections

414(b) and (c) (each as modified by IRC 415(h)), (m), and (o), including Regulation 1.414(c)-5. See Regulations 1.415(c)-1(d) and 1.415(f)-1(f) for special rules applicable to Code section 403(b) plans.

This letter may not be relied upon with respect to issues of an inherently factual nature.

This letter does not rule on whether this plan meets any requirements of a multiple employer plan.

This letter does not express an opinion with respect to the terms of any investment arrangements under the plan of any adopting eligible employer or any other documents that may be incorporated by reference into an adopting eligible employer's plan. In the event of any conflict between the terms of the plan and the terms of investment arrangements under the plan (or any other documents incorporated by reference into the plan) the terms of the plan shall govern.

This letter does not express an opinion, and may not be relied upon, with respect to whether any plan is subject to the requirements of Title I of ERISA or whether a plan satisfies any of those requirements.

Our opinion does not constitute a determination that the plan is a Code section 414(d) governmental plan or that the adopting employer is a Church or QCCO.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting eligible employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,

Karen D. Truss
Director, Employee Plans Rulings and Agreements

ADOPTION AGREEMENT FOR THE AFPLANSERV®
VOLUME SUBMITTER 403(b) PLAN DOCUMENT
GENERAL

Employer hereby establishes, amends, or restates a 403(b) plan by adopting the AFPlanServ® Volume Submitter 403(b) Plan Document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document. Failure to complete the Adoption Agreement, and follow the rules as stated in this agreement, may result in the loss of favorable tax treatment for the Plan. This Adoption Agreement can only be used in conjunction with the AFPlanServ® 403(b) Volume Submitter Plan Document.

Regulation changes may occasionally require amendments be made to the adopting Employer's Plan documents. AFPlanServ® will provide notice to the Plan Sponsor (Employer) of any changes and will update the plan documentation as needed.

This document is intended for use exclusively for 403(b) plans maintained by Public Schools, as defined in the Plan. This document may not be used for 403(b) plans maintained by 501(c)(3) organizations, churches, or qualified church-controlled organizations.

EMPLOYER INFORMATION

Name of Employer: BREATHITT COUNTY BOARD OF EDUCATION

Federal Tax ID: 616001304

Employer's Address: P O BOX 750

420 COURT STREET, JACKSON, KY 41339

Telephone Number: (606) 693-4904 **Fax:** (606) 666-2793

Contact Person: DARNELL MCINTOSH

Telephone/Extension: (606) 666-2491 Ext:224 **Contact Email:** DARNELL.MCINTOSH@BREATHITT.KYSCHOOLS.US

Type of Organization: K-12 PUBLIC SCHOOL

☐ Employer also includes the Related Employers identified below that are Eligible Employers within the meaning of Treasury Regulations Section 1.403(b)-2(b)(8)(i), Public Schools of a State.

_____

PLAN INFORMATION

Name of Plan: BREATHITT COUNTY BOARD OF EDUCATION 403(b) Plan.

Effective Date *(must be on or after January 1, 2009, and cannot be earlier than the inception of the Plan.)*

☐ This Adoption Agreement establishes a Plan effective as of January 01, 2009 (the "Effective Date") and is the first 403(b) plan established by the Employer.

☒ This Adoption Agreement amends and restates a previously established 403(b) Plan of the Employer. The effective date of this amended Plan shall be the date this Agreement is signed by the Employer in the Employer Acknowledgements and Signatures section or September 01, 2017 (the "Effective Date").

Entry Dates - The Entry Date for participation shall be *(applies to Elective Deferrals, Roth Deferrals, and Employer Contributions, if applicable, as indicated below).* (Select one of the Entry Dates below.)

☒ The entry date for participation is anytime during the plan year.

☐ The first day of the _____(enter week, payroll period, or month),

Occurring on or after the latest of the date that the Employee becomes a member of an eligible class of employees or properly completes an Elective Deferral election in form and manner satisfactory to the Administrator. An Employee shall participate in Employer Contributions (if applicable) effective on the first Entry Date occurring on or after the Employee satisfies the age and service requirements selected in the Employer Contributions section of this Adoption Agreement.

Plan Year

Option 1: ☒ Calendar Year (January 1 through December 31)

Option 2: ☐ The 12-consecutive month period commencing on _____ and each anniversary thereafter.

If no option is selected, Option 1 shall be deemed to be selected.

Elective Deferral Eligibility - Except as otherwise selected below, all Employees are immediately eligible to make Elective Deferral contributions under the Plan, which will be effective on the Entry Date indicated above or as soon as administratively feasible thereafter.

The plan shall not include:

☐ Employees who are eligible under another section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.

☐ Employees who are eligible under a section 457(b) eligible governmental plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.

☐ Employees who are eligible to make a cash or deferred election (as defined at section 1.401(k)-1(a)(3) of the Treasury Regulations) under a section 401(k) plan of the employer.

☐ Employees who are students performing services described in section 3121(b)(10) of the Internal Revenue Code.

☐ Employees who normally work fewer than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined in section 1.16 (Hour of Service) of the 403(b) Plan document) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. (The inclusion of all common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(A)(ii).)

☐ Employees who are non-resident aliens described in section 410(b)(3)(C) of the Internal Revenue Code.

CONTRIBUTIONS

This section of the Adoption Agreement applies to Elective Deferrals and Roth Deferrals only. If Employer wishes to make Non-Elective or Matching Contributions to the Plan as well, the Employer Contributions section, which when completed is incorporated as part of the Adoption Agreement, must be completed. Elections in the Employer Contributions section apply only to the Non-Elective and/or Matching Contributions. If the Employer Contributions section is completed, Employer's signature below also signifies adoption of the provisions contained in that Section.

Limits on Elective Deferrals

The maximum amount of Elective Deferrals (per calendar year) shall not exceed the applicable dollar amount established under IRC Section 402(g)(1)(B), and adjusted for cost-of-living to the extent provided for under Section 402(g)(4) for periods after the 2014 tax year.

The **minimum** annual deferral amount will be $_____ (the amount indicated can be no more than $200).

Elective Deferrals Special Effective Date: _____ *(may be left blank if effective date for Elective Deferrals is the same as the Plan or Restatement Effective Date; may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan, or January 1, 2009, whichever is later).*

15 Years of Service Catch-Up Contributions

☐ The Plan will permit the Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service to increase their Elective Deferral limitation.

If not checked, 15 Years of Service Catch-Up Contributions are NOT permitted.

Employer Contributions *(if any)* — see sections 4.3 and 4.4 of the Plan Document for additional details regarding Employer Contributions, and the Employer Contributions Section of this Adoption Agreement for any age or service requirements which must be satisfied for a Participant to receive an allocation of Employer Contributions.

☐ Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, the terms of which are incorporated by reference and made a part of the plan, or as may be determined from year to year by the Employer. Permitted Employer Contribution types, age and service participation requirements, and other requirements and/or restrictions are indicated on the attached Employer Contributions section of the Adoption Agreement.
If not checked, Employer Contributions are NOT permitted.

Roth Employee Contributions

☐ Roth 403(b) Contributions to the Plan are permitted.
If not checked, Roth 403(b) Contributions are NOT permitted under the Plan.

OTHER TRANSACTIONS

Exchanges Within the Plan

☒ The Plan will permit Participants to make Exchanges to those organizations listed on Appendix I.
If not checked, Exchanges within the Plan are NOT permitted.

Transfers Into the Plan

☒ The Plan will accept Transfers from another employer's 403(b) plan.
If not checked, Transfers WILL NOT be accepted.

Transfers From the Plan

☒ The Plan will permit Transfers from the Plan to another employer's 403(b) plan.
If not checked, Transfers will NOT be permitted to another 403(b) plan.

Rollovers Into the Plan

The Plan will accept a direct rollover of an eligible rollover distribution from the following types of retirement plans. Rollovers of after-tax contributions will not be accepted unless otherwise indicated. (Check each that applies or none.)
If no option is selected below, then rollovers will NOT be allowed.

☒ An annuity contract described in section 403(b) of the Internal Revenue Code,

☒ including after-tax contributions.

☒ An eligible governmental plan under section 457(b) of the Code which is maintained by a State.

☒ An individual retirement account or annuity (IRA) described in section 408(a) or 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income.

☒ Direct rollovers from other Roth 403(b) or Roth 401(k) plans are accepted into the Plan.
Not applicable if Roth Contributions are not permitted to the Plan.

☒ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code,

☒ including after-tax contributions.

Financial Hardship Distributions — for Elective Deferrals.

☒ Hardship distributions are available under the Plan.
If not checked, Hardship Distributions ARE NOT permitted.

Loans

☒ Loans are available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) investment arrangement(s).

If not checked, Loans ARE NOT permitted from the Plan, and the Loans option in the Employer Contributions Section may not be checked.

If checked, and Employer also makes Employer contributions as designated in the Employer Contributions Section, loans are permitted from Elective Deferrals and Roth Deferrals ONLY unless the Loans option for Employer Contributions is also checked.

Investment Arrangement. For Elective Deferrals and Roth Deferrals only, Participants may select either an Annuity Contract or a Custodial Account offered by an approved Vendor identified in Appendix I. If the Employer also provides Non-Elective or Matching Contributions to the Plan, the Employer may permit the Non-Elective and Matching contributions to be invested in either an Annuity Contract or a Custodial Account or both by making the appropriate selection in the Employer Contributions section (if applicable) on page 7 of the Adoption Agreement.

PLAN ADMINISTRATION

Plan Administration

The Employer, as Plan Administrator, has named AFPlanserv® to provide certain administrative services for the Plan.

VOLUME SUBMITTER PRACTITIONER

The name, address, telephone number, and e-mail address of the prototype plan sponsor to whom adopting employers may direct inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the opinion letter is:

AFPlanServ®
P.O. Box 269008
Oklahoma City, OK 73126-9008
Phone: 866-560-6415
Fax: 866-578-0962
Email: WG-Annuity-AF-PlanServ@americanfidelity.com

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible educational organization as defined in Section 170(b)(1)(A)(ii) of the Code or a governmental unit as defined in Section 170(b)(1)(A)(v) of the Code and the Plan is a governmental plan as defined in Section 414(d) of the Code and ERISA §3(32), 29. U.S.C.A. §1002(32).

EMPLOYER: BREATHITT COUNTY BOARD OF EDUCATION

By: _____

Print Name of Signer: _____

Title: _____

Dated: _____

AGREEMENT FOR AFPLANSERV®
403(b) VOLUME SUBMITTER PLAN DOCUMENT - EMPLOYER CONTRIBUTIONS

Employer Name: BREATHITT COUNTY BOARD OF EDUCATION **State:** KY

Employer hereby makes available to its employees a 403(b) Plan that provides for employer contributions in accordance with applicable employment agreements and/or collective bargaining agreements, and agrees that the following provisions shall govern all employer contributions and any earnings attributable to the employer contributions made to the Plan. The following Plan rules are applicable to Employer (Non-elective) contributions only.

Type and Allocation of Employer Contributions

☐ **Employer Non-elective Contributions**

☐ **Contribution Formula**

☐ **Discretionary Non-elective Contributions.** Discretionary contribution, to be determined by the Employer in accordance with Section 4.3 of the Plan. Discretionary Non-elective Contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the Compensation of all Participants to whom Non-elective Contributions are allocated.

☐ **Fixed Non-elective Contributions.** Fixed contribution equal to _____ % of Compensation of each Participant eligible to share in allocations.

☐ **Other** (describe): _____
Note: the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it will not satisfy this requirement.

☐ **Former Employees.** If elected, Former Employees will share in the Non-elective Contributions made by the Employer for a Plan Year. In any event, no contribution will be made after the end of the Participant's fifth taxable year after the year in which he terminated employment. *See* Plan Section 4.5. ***If this option is not selected, Participants will not share in Employer Non-elective Contributions after the Plan Year in which their employment terminates, and Non-elective Contributions will be allocated based only on Compensation earned prior to the Severance from Employment.***

☐ **Disabled Employees.** If elected, Employees who are permanently and totally disabled (as defined in Code §22(e)(3)) will continue to share in the Non-elective Contributions made by the Employer for a Plan Year for (*See* Plan Section 4.5):

☐ A fixed period of _____ years, or

☐ A period to be determined by the Employer, which shall be determined on a uniform and non-discriminatory basis for all Participants.

☐ **Matching Contributions**

☐ Matching Contribution Formula as follows (select 1. or 2. below):

☐ **Discretionary.** The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.

☐ **Fixed - uniform rate/amount.** The employer will make matching contributions equal to _____% (e.g., 50) of the Participant's Elective Deferrals

☐ **Matching limit on Elective Deferrals.** In determining the Employer matching contribution above, only the following will be matched. (Leave blank if not applicable.)

☐ The percentage or dollar amount specified below (select one or both):

☐ _____ % of a Participant's Compensation.

☐ $_____.

☐ A discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.

☐ **Maximum matching contribution.** The matching contribution made on behalf of any Participant for any Plan Year will not exceed (leave blank if no limit on matching contributions)

☐ $_____.

☐ _____% of a Participant's Compensation.

Eligibility

☐ All employees shall be eligible to receive 403(b) Employer contributions except as listed below (if no exclusions are listed, all employees will be eligible).

_____

_____

☐ Other – If Employer contributions are limited to a small class of employees, then list who is eligible to receive 403(b) Employer contributions (attach any corresponding agreement that defines who is eligible to receive 403(b) Employer contributions).

_____

Age Requirement

☐ An Employee will be eligible to receive Employer contributions after attaining age _____ (May not be more than 21 years of age). ***If not checked, there will be no age requirement.***

Years of Eligibility

☐ Participants are eligible to receive Employer contributions after completing _____ Year(s) of Service (the Years of Service required may not be more than _____ Years of Service). ***If not checked, there will be no Years of Service requirement.***

Entry Date. Employer Non-elective Contributions and Matching Contributions will be effective on the first Entry Date occurring on or after the Employee has satisfied any applicable Age and Service conditions indicated above, or as soon as administratively feasible thereafter.

Vesting Schedule. The Vesting schedule selected below will apply only to Employer Matching Contributions and Employer Non-elective Contributions made on behalf of a Participant.

☐ Graded Vesting	Years of Service	Vested Percentage
	1	0%
	2	20%
	3	40%
	4	60%
	5	80%
	6	100%

☐ Cliff Vesting Schedule	Years of Service	Vested Percentage
	1	0%
	2	0%
	3	100%

☐ Other — Please attach vesting schedule. *Schedule must be at least as liberal as a 15-year cliff vesting schedule or a 5 to 20 year graded vesting schedule in each year, without switching between the schedules.*

If no option is selected, all eligible employees will be 100% vested upon becoming eligible to participate in the Plan. Regardless of the option selected above, all Participants will be 100% vested immediately in the portion of their Accounts attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions.

Investment Arrangement

☐ Annuity Contract offered by an approved Vendor identified in Appendix I.

☐ Custodial Account offered by an approved Vendor identified in Appendix I.

Loans

☐ Loans ***will be*** available under the Plan from vested Employer contributions, subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).

If not checked, Loans ARE NOT permitted from vested Employer contributions. You may select this option ONLY if you have also selected the Loans option in the General Loans section.

Distribution Restrictions - (Employer contributions only)

☐ **Custodial Account.** Employer contributions held in a Custodial Account may be distributed upon the occurrence of any of the following events (select those which apply):

☐ Retirement or severance from employment.

☐ Death.

☐ Disability.

☐ Attainment of age _____. (Must not be earlier than age 59½.)

☐ **Annuity Contract.** Employer contributions held in an Annuity Contract may be distributed upon the occurrence of any of the following events (select those which apply):

☐ Retirement or severance from employment.

☐ Disability.

☐ Death.

☐ Completion of _____ Years of Service.

☐ Attainment of age _____. (May be earlier than age 59½).

Forms of Distribution. Elect one or more of the following options for Custodial Accounts:

☐ Single lump sum.

☐ Partial lump sum.

☐ Installments.

☐ Other form permitted under the terms of the applicable Custodial Agreement as selected by the Participant.

APPENDIX I

EFFECTIVE DATE: 05/24/2017

BREATHITT COUNTY BOARD OF EDUCATION 403(b) PLAN

ALLOCATION OF PLAN ADMINISTRATIVE FUNCTIONS

Below are the various administrative functions necessary to operate the plan and the party responsible for carrying out that function, including the discretionary authority to make determinations with respect to that function. See Section 2.1.B. of the Plan.

DESCRIPTION OF ADMINISTRATIVE FUNCTION	PARTY RESPONSIBLE
Determine whether an employee is eligible to participate in the Plan	Administrator
Determine that the requirements of the Plan and section 403(b) of the Internal Revenue Code are properly applied, including whether the Employer is a member of a controlled group	Administrator
Determine the status of domestic relations orders or qualified domestic relations orders.	Administrator
Providing notice of the plan to employees and enrolling eligible employees	Administrator
Determine whether contributions comply with the applicable requirements and limitations	AFPlanServ®
Determine whether hardship withdrawals and loans comply with applicable requirements and limitations	AFPlanServ®
Determine that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations	AFPlanServ®

APPROVED/DESELECTED VENDORS

APPROVED VENDOR LIST

Approved Vendor — an investment provider selected by the Plan Sponsor to receive 403(b) contributions from the plan for investment in Annuity Contract(s) or Custodial Agreements.

Name of Vendor	Contact Person	Telephone Number
AMERICAN FIDELITY ASSURANCE	ANNUITIES	(800) 662-1113
AMERIPRISE FINANCIAL SERVICES	CUSTOMER SERVICE	(800) 862-7919
MODERN WOODMEN OF AMERICA	CUSTOMER SERVICE	(800) 447-9811

DESELECTED VENDOR LIST

Deselected Vendor — an investment provider that is no longer eligible to receive 403(b) contributions on behalf of the Plan as elected by the Plan Sponsor.

Name of Vendor	Contact Person	Telephone Number
NO DESELECTED PROVIDERS		

Important Notes:

2261. As provided under the Plan, any Approved Vendor, named in Appendix I, has agreed to share information necessary for compliance purposes with the Employer, an Administrator and/or with any other 403(b) vendor as may be required to facilitate compliance with the Plan and all applicable laws and regulations.

2262. Each Approved Vendor named above is required to maintain records of the Investment Arrangements offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements

Investment Provider Agreement
For Section 403(b) Retirement Plans

Name of Employer: _____ ("Plan Sponsor")

Name of Investment Provider: _____ ("Provider")

This 403(b) Investment Provider Agreement (the "Agreement") is between the Plan Sponsor of a Section 403(b) Tax-Deferred Account Plan (the "Plan") and the Provider indicated above. This Agreement becomes effective upon receipt, by the Plan Sponsor and Provider, of a fully executed Agreement from AFPlanServ® ("AFPS"). Salary reduction must not be made by the Plan Sponsor or deposited by Provider until this Agreement goes into effect.

The Plan Sponsor has established the Plan in accordance with the requirements set forth in Section 403(b) of the Internal Revenue Code (the "Code") and wishes to include annuity contracts qualified under Section 403(b)(1); mutual fund custodial accounts qualified under Section 403(b)(7); and/or retirement income accounts qualified under Section 403(b)(9), in its Plan (the "Investment Arrangements").

The Provider acknowledges that the execution of this Agreement by the Plan Sponsor is solely for the convenience of the Plan Sponsor and its employees and does not constitute an endorsement or recommendation of the Provider or its Investment Arrangements. The Provider acknowledges that any such representation by its appointed agents and representatives constitutes a breach of this Agreement and may result in removal from the Plan.

The Provider and the Plan Sponsor agree that Investment Arrangements of the Provider will be made available for the investment of Plan assets under the following terms and conditions:

Plan Administration

The Plan Sponsor has retained the services of AFPS to provide particular administrative services for the Plan. These may include common remitting services for Plan contributions. In addition to providing information to the Plan Sponsor and abiding by its rules, as outlined in the Plan's Adoption Agreement, for administering the Plan, the Provider will work and cooperate with AFPS, on behalf of the the Plan Sponsor, as provided in this Agreement and as requested by AFPS for Plan compliance with the Code and other applicable law and administration of the Plan.

Qualified Investment Arrangements

The Provider will only provide Investment Arrangements for the investment of Plan assets that qualify under Section 403(b) of the Code and agrees to the following:

- Investment Arrangements provided comply in form and operation with the requirements of Section 403(b) of the Code and the regulations thereunder. The Provider will amend its

contracts as needed to continue the compliance with the requirements of Section 403(b) and its regulations;

- Investment Arrangements will not include life insurance;
- The Provider will limit the Investment Arrangements offered to eligible employees of the Plan Sponsor (the "Participants") to 403(b) compliant qualified Investment Arrangements that are approved by the Plan Sponsor. The Provider agrees to provide a current listing of its included Investment Arrangements to Plan Sponsor upon request no less than annually. The Provider will notify the Plan Sponsor if an included Investment Arrangement subsequently becomes unavailable and is no longer offered for sale to new Participants or additional contributions;
- If a provision of an Investment Arrangement's document conflicts with a provision in the Plan, the provision in the Plan shall apply; and

Contributions:

The Provider agrees to comply with the contribution limitations described below:

- Contributions are not permitted without a completed salary reduction agreement approved by AFPS on behalf of the Plan Sponsor.
- Provider must be approved under the Plan to accept contributions from the Plan Sponsor.
- Contributions for Plan Participants are limited to amounts permitted under Sections 402(g)(1) and 415 of the Code, as adjusted;
- Catch-up contributions are permitted pursuant to Section 414(v) of the Code if the Participant will be age 50 or older during the plan year;
- If allowed by the Plan, catch-up contributions will be allowed under Code Section 402(g)(7) for employees with 15 or more years of service. This option will not be effective until AFPS has received and approved a salary reduction agreement accompanied by a completed Maximum Allowable Contribution ("MAC") calculation worksheet;
- Provider will permit and process corrective distributions of excess deferrals or contributions in accordance with applicable IRS regulations when excess amounts have been identified by the Provider, Plan Sponsor or AFPS;
- To the extent that the Plan allows and the Provider accepts Roth 403(b) contributions, Provider will handle Roth accounts and contributions and distributions in a manner that complies with the Code. This includes segregating and tracking Roth 403(b) contributions and tracking the five year holding period; and
- If Plan Sponsor elects to use AFPS' common remitter service, the Provider agrees to accept contributions via wire transfer/ACH from AFPS. The parties agree that required information for contribution remittances shall be provided by Provider via its completion of Exhibit B attached hereto.

Participant Loans:

The Provider may or may not offer to make Participant loans to Plan Participants under the terms of its Investment Arrangements. If loans are allowed by the Plan and offered by the Provider, the Provider agrees to follow the guidelines listed below:

- The Provider agrees to forward all requests for loans from the Plan to AFPS for approval in order to assure compliance with the loan limits of Section 72(p) of the Code; and
- Once AFPS has provided approval of a loan, Provider will process a loan, not to exceed the amount approved; and
- The Provider is responsible for loan recordkeeping, including collecting and processing loan payments, and calculating loan principal and interest; and
- No loans with a re-payment period in excess of five (5) years will be permitted; or fifteen (15) years if the loan will be used towards the purchase of a primary residence; and
- Provider is responsible for disclosure, tax reporting, and tracking of defaulted loans. Tracking includes the sharing information with the Plan Sponsor or AFPS of defaulted loans, via electronic data sharing.
- No loans will be granted if a Participant has a current defaulted loan.
- If Provider ceases to be an approved Provider due to de-selection from the Plan, loans from Participant accounts will no longer be permitted.

Hardship Distributions:

If elected by the Plan Sponsor in the Adoption Agreement, hardship distributions will be made available under the Plan. The circumstances for allowing hardship distributions under the Plan will be determined by the "safe harbor" provisions applicable to 401(k) plans, unless more restrictive under the Plan. The Provider agrees to the following:

- All requests for hardship distributions will be forwarded to AFPS for approval; and
- AFPS will determine eligibility of a hardship distribution based on whether all Plan options, including, but not limited to, exhausting a Plan loan, have been satisfied.
- AFPS will determine the maximum amount the Participant is eligible for under the hardship provision in accordance with Code Section 403(b) and regulations thereunder; and
- Provider is responsible for calculating amounts available for hardship in its Investment Arrangements; and
- Provider will limit the distribution to the lesser of the amount approved by AFPS or the hardship amount available in the Participant's Investment Arrangement; and
- The Provider will be responsible for all tax notices, withholding, and income tax reporting as required by the Code and regulations thereunder; and
- All employees taking a hardship distribution will be required to cease salary reduction contributions to the Plan for six (6) months following the date of distribution. At the time of the distribution, the Provider shall notify the Plan Sponsor or AFPS that a hardship distribution has taken place.
- If Provider ceases to be an approved Provider due to de-selection from the Plan, hardship distributions from Participant accounts will no longer be permitted.

Required Minimum Distributions:

The Provider agrees to comply with the Required Minimum Distribution ("RMD") requirements described below:

- The Provider will notify Plan Participants when they are required to take an RMD and will calculate and process the amount each Participant is required to withdraw upon the request of the Participant, based on the requirements of the Code and regulations thereunder; and
- The Provider will include the RMD amount distributed for each Plan Participant when it shares information with the Plan; and
- The Provider will be responsible for all tax notices, withholding, and income tax reporting as required by the Code and regulations thereunder.

Other Distributions:

All other requests for Plan distributions must be referred to AFPS for approval. For purposes of this Agreement, the term "*distribution*" includes but is not limited to exchanges from one approved investment provider to another, plan to plan transfers/rollovers, distributions at termination, Qualified Domestic Relations Orders, installment distributions and annuitizations.

Information Sharing:

The Provider agrees to share information electronically and upon written/verbal request with the Plan Sponsor and AFPS that is needed to ensure the Plan retains its qualified status under Code Section 403(b) and regulations thereunder and for proper administration of the Plan. The Provider agrees that it maintains and will continue to maintain systems and procedures necessary to share data as required by the Plan. The Provider will provide to AFPS an electronic file by the 10th day of each month with information as of the end of the previous month. The information will be provided in the electronic file format referenced in Exhibit C or in a similar mutually agreeable electronic format. The file will include information for both active and inactive Participants. The Provider will be given instructions for delivering the file to a designated secure website each month. The Provider agrees to provide AFPS with a test file no less than one (1) month prior to the effective date of the Plan, or within such other timeframe as reasonably requested by AFPS on behalf of Plan Sponsor.

At any time Provider fails to abide by the rules and information sharing requirements set forth in this Agreement, and the failure continues for more than 30 days after the date of written notice by AFPS of such failure, such Provider will no longer be treated as an approved Provider by the Plan Sponsor under the terms of this Agreement and will be immediately terminated.

The Provider agrees to provide other information or assistance to the Plan Sponsor or AFPS as required for proper administration of the Plan. Such information will include, but not be limited to:

- Employee/Participant data; and
- Data to facilitate transfers, exchanges, loans, or distributions as set forth herein; and
- Contact information for sales agents and representatives; and
- Transaction requests completed without proper authorization; and

Provider Responsibility

The Provider agrees to the following:

- Provider will send periodic account statements to Plan Participants who have selected the Provider's Investment Arrangements; and
- To maintain in its records, the beneficiary designation for the Participants' accounts with the Provider.

The Provider acknowledges that in the course of carrying out its duties under this Agreement, it will receive confidential information related to the employees of the Plan Sponsor. Such confidential information may include personal information pertaining to the employees of the Plan Sponsor as defined by applicable privacy laws or regulations. The Provider agrees to use the confidential information only for the purposes for which it was disclosed and not to further disseminate or disclose the confidential information without prior written approval from Plan Sponsor or its employees as otherwise required, or permitted, by law, unless such disclosure is necessary for Provider to meet its contractual obligations as stated in this Agreement. Further, Provider agrees, where legally required, to comply with all other applicable federal and state privacy laws, including, but not limited to, 1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy laws, and 4) any relevant regulations promulgated in conjunction with applicable privacy laws. Provider agrees to cooperate with Plan Sponsor to ensure the privacy of the Plan Sponsor and its employees, and to establish and maintain policies reasonably designed to assure the security of all confidential information.

Provider warrants that it has implemented a comprehensive system of security to protect the privacy and integrity of all confidential information to be obtained under this Agreement and regularly audits and reviews such systems and procedures to assure compliance. Provider warrants that it will protect the confidential information during the term of this Agreement and so long as it possesses or maintains any such confidential information even after termination of this Agreement regardless of the cause of such termination. Any confidential information maintained in an electronic database format shall be protected by electronic security measures to prevent unauthorized access, and such electronic security procedures shall be regularly updated to adjust to new relevant technology and threats of compromise of the security of such confidential information which develop from any source whether internal or external.

Plan Sponsor Responsibility:

The Plan Sponsor agrees to the following:

- The Plan Sponsor certifies that it qualifies under Section 403(b) of the Code as an organization eligible to offer this 403(b) plan to its employees and accepts all liability for this determination. The Plan Sponsor agrees to notify the Provider if it becomes an ineligible organization; and
- The Plan Sponsor certifies that it now maintains or will maintain a written plan in accordance with applicable IRS regulations;
- The Plan Sponsor agrees to transmit all contributions to the Provider in a timely manner, but no later than 15 business days following the month in which the amounts would have otherwise been paid to the Employee, to remain consistent with applicable regulations;
- The Plan Sponsor will share data or information requested by the Provider as necessary to facilitate transactions allowed by the Plan The Plan Sponsor will provide the data in a mutually agreeable format;

- The Plan Sponsor will maintain a list of authorized investment providers to be made available to eligible employees and to other approved Providers upon request;
- The Plan Sponsor will obtain and maintain, at least annually, a listing of available and approved Investment Arrangements for each Provider;
- The Plan Sponsor agrees to furnish the Provider with any and all information which the Provider may require in order to fulfill its duties under this Agreement; and
- The Plan Sponsor certifies that in its separate contract with AFPS, AFPS has agreed that all information regarding Plan Participants will be kept confidential and will only be used for the purpose of providing administrative services for the Plan.

General Provisions:

The parties agree that the following terms and conditions are included as part of this Agreement:

- Indemnification. Each party agrees, to the extent permitted by applicable law, to indemnify and hold harmless the other party, including any individual member of the governing boards (each acting in his or her official capacity), and their employees from every claim, demand, or suit which may arise out of, or be made by reason of the indemnifying party's failure to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on the willful misconduct or fraud of the non-indemnifying party, its employees, or any individual member of its governing board (each acting in his or her official capacity). Either party may, at its option, and at its own expense and risk, assume the defense of and/or settle, any court proceeding that may be brought against it, members of the governing board, and employees on any claim, demand, or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that such party notifies the other party, in writing, within thirty (30) business days of receipt of such claim or demand. Each party's liability hereunder shall be limited to actual damages, including, where applicable, income tax penalties (but not the taxes themselves) and reasonable out-of-pocket legal fees and expenses only.

- Exclusive Services. Except as otherwise provided in this paragraph, this Agreement, and any 403(b) contracts available under the Plan, including annuity contracts and custodial accounts, are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement and do not extend beyond such program. Neither party shall have any other obligations or liabilities not specified herein unless both parties agree to such additional obligations or liabilities in writing.

- Not Legal Advice. The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to Participants, nor to either party.

- Term of the Agreement. This Agreement shall be effective on the latter date on which each party executes this Agreement below and continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.

- Applicable Law. This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.

- Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- Assignment. This Agreement shall not be assigned by either party without the prior written approval of both parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.

- Amendment and Waiver. This Agreement may be amended and the observance of any term may be waived only with the written consent of the Plan Sponsor and the Provider.

- Audit. Subject to all applicable federal and state privacy laws and regulations as set forth below, Provider will agree to make its records available to the Plan Sponsor or AFPS as reasonably requested to verify transactions and will assist Plan Sponsor in responding to audits.

- Confidentiality. The Plan Sponsor agrees that all knowledge and information that Plan Sponsor may receive from the Provider under and pursuant to this Agreement, relating to the Provider's Investment Arrangements, processes, rates, costs, business affairs or other data that belong to the Provider shall be regarded by Plan Sponsor as confidential and held by Plan Sponsor in confidence for Plan Sponsor's benefit and use, and shall not be used by Plan Sponsor or directly or indirectly disclosed by Plan Sponsor to any person whatsoever except to AFPS without the Provider's prior written permission. Plan Sponsor agrees to restrict disclosure of confidential information to such of its employees or regulatory authorities as may have a need to know such information in order to perform its responsibilities and obligations under this Agreement

Payment of Service Fees/Plan Sponsor Election

AFPS provides services to the Plan Sponsor for a fee in connection with Participants who maintain 403(b) Investment Arrangements under the Plan. The Plan Sponsor may elect to have AFPS bill the service fee to its approved Providers. If such an election is made by the Plan Sponsor, as set forth in Exhibit A attached hereto, the Provider agrees to pay the fee as a condition of becoming or remaining an approved Provider of the Plan. Fees will be applicable to Participants that currently contribute to the Plan and for those that do not currently contribute, but maintain a balance in the Plan invested in the Provider's Investment Arrangement(s). Prior to the end of each Plan Year, the service fee will be reviewed and may change. AFPS will provide the Plan Sponsor or Provider a thirty (90) day advanced written notice of any increase of the service fee.

If at any time Provider fails to pay the fee, the Plan Sponsor shall have the discretion to terminate this Agreement immediately and the Provider will cease to be an approved Provider under the Plan immediately upon notification from AFPS.

EXHIBIT A

SERVICES FEE PAYMENT ELECTION

The Plan Sponsor shall check the applicable box:

☐ AFPlanServ®, on behalf of the Plan Sponsor, SHALL BILL the Provider the applicable administrative services fee[1]. If a Participant maintains a balance with one or more Providers, the fee will be dividedpro-rata between each Provider.

☐ AFPlanServ®, on behalf of the Plan Sponsor, SHALL NOT BILL the Provider the applicable administrative services fee[1].

[1]There will be a monthly administrative services fee assessed by AFPS to the Plan Sponsor for each Participant in a qualified retirement plan that is maintained by the Plan Sponsor for which AFPlanServ® provides recordkeeping services. This fee is payable for Participants that currently contribute to the Plan and for those that do not currently contribute, but maintain a balance in the Plan. The current monthly fee amount of $1.00 per Participant will be in effect until completion of the first Plan Year. Prior to the end of each Plan Year, the fee will be reviewed and may change. AFPS will provide the Plan Sponsor or Provider a thirty (30) day advanced written notice of any increase of the service fee, but the change will not require an amendment to this Agreement.

EXHIBIT B

INFORMATION FOR REMITTANCE OF CONTRIBUTIONS

Investment Provider:_____

Address_____

City, State, Zip_____

Contact Name (please print)_____

Phone_____Fax_____

Email_____

ACH Information

Bank Name_____

Bank Address_____

Bank City, State, Zip_____

Bank Account No._____

ABA Routing No. (9 Digits)_____

Bank Telephone No._____

Bank Fax No._____

Investment Provider Contact regarding operational questions relating to Plan administration, including inquiries related to Participant account balance, loans, and other transactions:

Contact Name_____

Address_____

City, State, Zip_____

Phone_____**Fax**_____

Email_____

EXHIBIT C

ELECTRONIC FILE LAYOUT ACCESS INSTRUCTIONS

It is preferred that Provider provide the electronic information sharing file to AFPS required in this Agreement per the universal format developed by the The Spark Institute. Inc. This industry accepted electronic file format can be accessed by Provider and downloaded free of charge via the internet as follows:

1. Go to http://www.sparkinstitute.org

2. Click on "**Comments and Materials**" link on left-hand margin of page;

3. On Comments and Materials page, scroll down to heading labeled "**New Materials**";

4. Find/click on the link to **"Best Practices for 403(b) and Related Retirement Plans Information Sharing - Minimum and Comprehensive Data Elements, Version 1.04, Updated July 31, 2015, Effective as of August 7, 2015."**

5. Review the SPARK document for information on the proper file formats and required fields.

EXHIBIT D

CONTACT PERSONS FOR PURPOSE OF THIS AGREEMENT

Plan Sponsor: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Investment Provider: _____

Address _____

City, State, Zip _____

Contact Name _____

Phone _____ Fax _____

Email _____

EIN _____

Administrative Services Provider: AFPlanServ

Address: P.O Box 269008

City, State, Zip: Oklahoma City, OK 73126-9008

Phone: (866) 560-6415 Fax: (866) 578-0962

Email: WG-Annuity-AF-PlanServ@americanfidelity.com

Acknowledgement:

In witness whereof, the parties have executed this Agreement by signature of authorized officers on the dates specified below.

Plan Sponsor _____

Signature _____

Printed Name _____

Title _____

Date _____

Investment Provider _____

Signature _____

Printed Name _____

Title _____

Date _____

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AFPlanServ®
a different opinion

Revision to 403(b) Investment Provider Agreement -Acceptance and Approval -

Name of Plan: BREATHITT COUNTY BOARD OF EDUCATION 403(b) Plan.

Plan ID: PSKY31771

BREATHITT COUNTY BOARD OF EDUCATION has reviewed the official copy of the revised 403(b) Investment Provider Agreement ("Agreement") provided by AFPlanServ® as part of the amendment and restatement of our 403(b) Plan ("Plan") to begin operating under the new Volume-Submitter Prototype Plan Document.

By our signature below, we approve and accept the revisions that have been made to the Agreement, and understand that as of the effective date our Plan is officially amended and restated, the revised Agreement will supersede all Agreements that are currently in place.

The effective date of this change will either be the date we officially adopt the amended Plan* or September 1, 2017, whichever comes first.

**The date the Adoption Agreement is signed and executed.*

Acknowledgment and Signature:

_____
Authorized Signature

_____
Printed Name/Title

_____
Date