

FIDELITY WORKPLACE SERVICES LLC
NON-ERISA 403(b) VOLUME SUBMITTER PLAN
ELECTIVE DEFERRALS ONLY PLAN
ADOPTION AGREEMENT #001

Fidelity Workplace Services LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.

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The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices and attachments thereto, constitute the Employer's plan document. All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parentheses which follow headings are references to basic plan document sections. Capitalized terms used in the Adoption Agreement but not defined herein have the meanings assigned to them in the basic plan document. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. Failure to properly complete the Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the Plan. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR

(1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below, but such changes must be conveyed to the Volume Submitter Practitioner.)

(a) **Employer Information.**

Name of Adopting Employer: Bowdoin College

Address: 3500 College Station

City: Brunswick

State: ME

Zip: 04011

Telephone: 207-725-3033

EIN: 01-0215213

(b) **Plan Information.**

Plan Name: Bowdoin College Tax Deferred Annuity Plan

(c) **Type of Entity** (Choose one of (1) through (4)):

(1) **Public School.** See Section 1.57.

(2) **Other Governmental Employer Exempt Under Code §501(c)(3).**

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

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

b. **Church-Related Organization, Other Than a Church.** See Section 1.09(A). This would include a non-QCCO.

(4) **Other Tax-Exempt Organization Under Code §501(c)(3).**

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

Name:

Address:

City:

State:

Zip:

Telephone:

2. PLAN YEAR

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

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

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

(a) **December 31.**

(b) **Fiscal Plan Year Ending:** .

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

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

(d) **Short Plan Year Commencing:** ___ **and Ending:** ___.

3. EFFECTIVE DATE

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

(a) **New Plan.**

(b) **Restated Plan.**

Initial Effective Date of Plan *(Enter month, day, year.):*

(c) 01/01/2009 (hereinafter called the “Effective Date” unless 3(d) is completed below).

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

(d) 01/01/2010 (hereinafter called the “Effective Date”). *(Enter month, day, year; may enter a restatement date that is the first day of the current Plan Year.)*

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010.]

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

(e) **Restatement of Surviving and Merging Plans.** The Plan restates two (or more) plans *(Complete 3(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):*

(1) **Merging Plan.** The ___ Plan was or will be merged into this surviving Plan as of: ___. The merging plan’s restated Effective Date is: ___. The merging plan’s original Effective Date was: ___.

(2) **Additional Merging Plans.** The following additional plans were or will be merged into this surviving Plan *(The Employer may choose to include the information below and/or on attachments hereto.):*

4. CONTRIBUTION TYPES

(1.12). The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan *(Choose (a) or (b).):*

(a) **Pre-Tax Elective Deferral Contributions.** See Section 3.02.

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

(b) **None (Frozen Plan).** The Plan was/will be frozen effective as of: ___. See Sections 3.01(F) and 9.04.

5. EXCLUDED EMPLOYEES

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

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

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

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

(2) **Employees Who Normally Work Less Than 20 Hours per Week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service, then such Employee will generally no longer be part of this excluded class in subsequent Plan Years).

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

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

a. 401(k) plan

b. 403(b) plan

c. governmental 457(b) plan

(5) **Describe Exclusion:** ___ *(e.g., exclude hourly paid Employees)*

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

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

6. COMPENSATION

(1.11). The following definition(s) of Compensation (as adjusted under Elections 7 and 8) applies in allocating Employer Contributions (Choose one of (a) through (d). Choose (e) if applicable.):

- (a) **W-2 Wages Increased by Elective Deferrals.**
- (b) **Code §3401 Federal Income Tax Withholding Wages Increased by Elective Deferrals.**
- (c) **415 Compensation.**
- (d) **Describe Compensation by Participant Group:** ____

[Note: Under Election 6(d), the Employer may elect Compensation from the elections available under Elections 6(a), (b) or (c), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases).]

- (e) **Allocate Based on Specified 12-Month Period.** The allocation will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: ____.

7. POST-SEVERANCE COMPENSATION

(1.11(H)/(I)). Apply the following adjustments to Compensation under Election 6:

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

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

- (a) **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments and Deemed Includible Compensation except as required under the basic plan document. (Skip to Election 8.)
- (b) **Exclude All.** Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]
- (c) **Adjustments.** The following adjustments to Post-Severance Compensation apply (Choose one or more of (1) through (5).):
- (1) **Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a).
[Note: 415 testing Compensation (versus Compensation for Elective Deferrals) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]
- (2) **Leave Cash-Out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).
- (3) **Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).
- (4) **Salary Continuation for Disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). (Choose a. or b.):
- a. **For NHCEs Only.**
- b. **For All Participants.** The salary continuation will continue for the following fixed or determinable period: ____ (Specify period; e.g., "ten years" or "term of disability policy.").
- (5) **Describe Post-Severance Compensation by Participant Group:** ____

[Note: Under Election 7(c)(5), the Employer may elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for Campus A Employees, no Post-Severance Compensation for Campus B Employees).]

8. EXCLUDED COMPENSATION

(1.11(G)). Apply the following additional exclusions or other adjustments to Compensation under Elections 6 and 7 (Choose (a) or (b).):

- (a) **No Exclusions.** Compensation means Compensation as elected in Elections 6 and 7.

- (b) **Exclusions.** The following exclusions apply (*Choose one or more of (1) through (8).*)
- (1) **Fringe Benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).
- (2) **Compensation Exceeding \$ ____.**
Apply this election to (*Choose a. or b.*):
- a. **All Participants.**
- b. **HCE Participants Only.**
- (3) **Bonus.**
- (4) **Commission.**
- (5) **Overtime.**
- (6) **Leave of Absence Pay.**
- (7) **Related Employers.** See Section 1.29(B). (*If there are Related Employers, choose one or both of a. and b.*):
- a. **Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.
- b. **Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees.
- (8) **Describe Compensation Adjustment(s): ____**

[*Note: Under Election 8(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 8(b)(1) through (7), or a combination thereof as to a Participant group (e.g., no exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); and/or (ii) describe another exclusion (e.g., exclude shift differential pay). Any adjustment must be definitely determinable.*]

9. CATCH-UP DEFERRALS

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

- (a) **Permitted.** May make the following Catch-Up Deferrals to the Plan (*Choose one or both of (1) and (2).*):
- (1) **Age 50 Catch-Up.**
- (2) **Qualified Organization Catch-Up.** See Section 3.02(D)(2).
- (b) **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

10. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS

(3.08(E)). The following provisions apply regarding In-Plan Roth Rollover Contributions (*Choose (a) or (b); leave blank if Election 4(a)(1) is not selected.*):

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

11. POST-SEVERANCE DISTRIBUTIONS

The provisions in this Election 11 apply to distributions to Participants following Severance from Employment. (*Complete (a), (b) and (c). Choose (d) and (e) if applicable.*)

- (a) **Mandatory Distribution (6.01(F); 6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows (*Choose (1) or (2).*):
- (1) **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

- (2) **Mandatory Distribution (6.01(F)).** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount Limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.):*

- a. **\$5,000.**
 b. **\$1,000.**
 c. **Specify Amount:** \$___ *(Specify an amount greater than \$1,000).*

[Note: This Election 11(a)(2) only applies to the Mandatory Distribution maximum amount.]

Automatic IRA Rollover (6.08(D)). With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

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

Application of Rollovers to Amount Limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 11(a)(2), the Plan *(Choose e. or f.):*

- e. **Disregards Rollover Contributions.**
 f. **Includes Rollover Contributions.**

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

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

[Note: The Employer under Election 11(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 11(b) and/or a combination thereof as to any: (i) Participant group and/or (ii) merged plan account now held in the Plan (e.g., The accounts from plan "X" merged into this Plan continue to be distributable in accordance with the plan "X" terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 11(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

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

- (1) Under any distribution method available under the Investment Arrangement Documentation.
 (2) Only under those distribution methods selected in Election 11(b) which are available under the Investment Arrangement Documentation.

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

- (1) Attainment of age ___.
 (2) Describe: ___

[Note: An Employer's election under Election 11(d) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) **Acceleration.** Notwithstanding any later specified distribution date in this Election 11, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and/or (2).):*

- (1) **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.
 (2) **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

12. IN-SERVICE DISTRIBUTIONS/EVENTS

(6.01(D)). A Participant may elect an In-Service Distribution based on any of the following events in accordance with Section 6.01(D) (*Choose (a) or (b).*):

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

- (a) **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable):
 (i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions.
- (b) **Permitted.** In-Service Distributions are permitted as follows (*Choose one or more of (1) through (6).*):
- (1) **Age** (*Choose a. or b.*)
- a. **Age 59.5** (*Must be at least 59 1/2.*)
- b. **Upon Attaining Normal Retirement Age** (*Age 65.*)
- (2) **Hardship.**
- (3) **Disability.**
- (4) **Qualified Reservist Distribution.** See Section 6.01(D)(10).
- (5) **Deemed Severance Distribution (HEART Act).** See Section 6.11.
- (6) **Describe:** ____

[*Note: The Employer under Election 12(b)(6) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.). An Employer's election under Election 12(b)(6) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of a Participant's Restricted Balances. See Sections 6.02(E) and 9.02(C)(3).]*

13. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS

(6.01(D)). The following additional conditions apply to In-Service Distributions under Election 12(b) (*Choose (a), (b) and/or (c) if applicable.*):

- (a) **Minimum Amount.** A Participant may not receive an In-Service Distribution in an amount which is less than:
 \$ ____ (*Specify amount not exceeding \$1,000.*)
- (b) **Qualified Distribution from Roth Deferral Account.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (c) **Describe Other Conditions:** ____

[*Note: An Employer's election under Election 13(c) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of a Participant's Restricted Balances. See Section 6.02(E).]*

14. PLAN LOANS

(7.06). The Employer makes the following election regarding Plan loans (*Choose (a) or (b).*):

- (a) **No Loans.** Plan loans are not permitted.
- (b) **Loans Allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any), which may restrict the availability of loans to certain Vendors.

STANDARD PROVISIONS. The following provisions, which are referenced in the basic plan document, apply to this Plan.

1. **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1), as further described in Appendix D.
2. **ERISA Status.** The Plan's ERISA status is "intended to be ERISA exempt." The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.
3. **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) generally becomes a Participant in the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A).
4. **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.
5. **Vesting.** All contributions are 100% Vested.
6. **Rollover Contributions.** The Plan Administrator may accept Rollover Contributions into the Plan from all Eligible Employees, subject to subject to Investment Arrangement Documentation and the Plan's terms and policies. Distributions from Accounts attributable to Rollover Contributions may be made at any time.

STANDARD PROVISIONS - DO NOT APPLY. The following provisions, which are referenced in the basic plan document, do not apply to this Plan.

1. **Contribution Types.** This Plan is for Elective Deferrals only. Contribution Types other than Elective Deferrals, Rollover Contributions, and, if elected by the Employer, In-Plan Roth Rollover Contributions, are not permitted. Provisions requiring Employer elections related to impermissible Contribution Types or otherwise inapplicable plan design features do not apply.
2. **Automatic Deferrals and Automatic Escalation.** Provisions relating to Automatic Deferrals and Automatic Escalation do not apply.
3. **Early Retirement Age.** The Employer may not specify an Early Retirement Age and early retirement provisions do not apply.
4. **Joint and Survivor Annuity Distribution Requirements.** The joint and survivor annuity distribution requirements do not apply.
5. **Multiple Employer Plans.** Provisions relating to Multiple Employer Plans do not apply.
6. **Appendices A, B, and C.** Appendices A, B and C do not apply. Accordingly, none of the Appendix B elections that are referenced in the basic plan document apply.

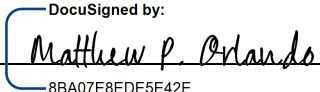
PLAN EXECUTION

Plan Name: Bowdoin College Tax Deferred Annuity Plan

Employer: Bowdoin College

2/28/2020

Date: _____

Signed:  _____

Name: Matthew P. Orlando

Title: Senior Vice President for Finance and Administration

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer may use this Adoption Agreement only in conjunction with the Fidelity Workplace Services LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22).

Execution for Amendment of Elections Only. If the chart below is completed, this Execution Page documents an amendment to the Adoption Agreement Election(s) shown in the chart below, effective as of the respective Effective Date(s) shown in the chart below. The amended Election(s) are attached hereto.

Adoption Agreement Election	Effective Date
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The Employer should retain all amended Adoption Agreement Election(s) and Execution Page(s).

Volume Submitter Practitioner. Fidelity Workplace Services LLC is the Volume Submitter Practitioner. The Practitioner will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services offered by the Practitioner or an affiliate thereof. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Practitioner’s intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at the following address: Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number: 888-502-7526.

APPENDIX D

[Note: Appendices A, B and C were purposefully omitted. The Employer may modify this Appendix D without amending the Plan.]

INVESTMENT ARRANGEMENTS (8.01).

- (a) The Employer will remit on-going contributions (including Elective Deferrals) to the following Vendors and Investment Arrangements:
 - 1. Fidelity Investments - Custodial Account(s)
 - 2. Vanguard - Custodial Account(s)
 - 3. American Century - Custodial Account(s)
- (b) The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan Contributions but are not currently so approved by the Employer:
 - 1. TIAA -CREF - TIAA Traditional Fixed Annuity
 - 2. TIAA-CREF - Custodial Account(s)
- (c) The Employer has entered into Information Sharing Agreements with the following Vendors, which are approved for contract exchanges to/from the following Investment Arrangements under Section 9.06(B)(3):
 - 1. —
 - 2. —
 - 3. —
 - 4. —
 - 5. —
 - 6. —
 - 7. —
 - 8. —

ADMINISTRATIVE FUNCTION DELEGATION (7.01(H); 7.02(F)).

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

	Employer	Plan Administrator	Vendor		Other (Specify)
a. Determining Employee eligibility to participate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
b. Determining whether deferrals comply with Plan limits and are correctly calculated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
c. Determining whether hardship distributions and loans (if any) comply with Plan requirements	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Fidelity determines hardship and loan eligibility based on separate guidelines.</u>
d. Making determinations regarding rollovers and transfers	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Fidelity accepts rollovers into the plan, and makes transfers to other plans, based on separate guidelines.</u>
e. Determining the status of domestic relations orders	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	___
f. Determining whether the Plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
f. Determining Employer status (e.g., type of Employer, Related Employer status)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
h. Remitting contributions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
i. Delivery of Participant notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
j. Maintaining Employee records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
k. Review and process claims	N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	___
l. Communication with Vendor(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	___
m. Describe: ___					

[On line m. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a Participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

Effective Date of this Appendix D, if not the Effective Date of the Plan: 01/01/2020