



PLAN DOCUMENT

**Central Michigan University
403(b) Basic Retirement Plan**

Amended and Restated
January 1, 2019



Warner Norcross + Judd

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CENTRAL MICHIGAN UNIVERSITY

403(b) BASIC RETIREMENT PLAN

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - Establishment of Plan	1
1.1 Establishment of Plan	1
(a) Employer/University	1
(b) Plan History	1
1.2 Compliance With Law	1
1.3 Funding.....	2
(a) Exclusive Benefit.....	2
(b) Incorporation by Reference	2
1.4 Effective Dates of Plan Provisions	2
1.5 Application to Inactive and Former Participants.....	2
 ARTICLE 2 - Definitions	 3
Table of Definitions	viii
2.1 Compensation.....	3
(a) Inclusions	3
(b) Exclusions	4
(c) Adjusted Annual Compensation Limit	4
2.2 Employer Contributions.....	4
2.3 Hour of Service	4
2.4 Person	4
2.5 Plan Year	5
2.6 Related Employer	5
2.7 Valuation Date	5
 ARTICLE 3 - Eligibility to Participate	 5
3.1 Eligibility Requirements.....	5
(a) Participant on Effective Date	5
(b) New Participant.....	5
(c) Definition of Employee	6
3.2 Requirement of Covered Employment.....	6
(a) Included Classifications.....	6
(b) Exclusions	6

3.3	Participation Rules.....	7
	(a) Commencement of Participation for Employee Subject to MPSERS Election	7
	(b) Termination of Participation	8
	(c) Reemployment.....	8
	(d) Transfer.....	8
ARTICLE 4 - Contributions and Rollovers		8
4.1	Authorized Contributions.....	8
	(a) University Contributions	8
	(b) Restoration of Forfeiture	8
4.2	University Contributions	9
	(a) Normal Contributions	9
	(b) Special Contributions	9
4.3	Make-Up Contributions Under USERRA.....	10
	(a) Definition of Qualified Military Service	10
	(b) Make-Up Contributions	10
	(c) Compensation	10
	(d) No Investment Experience	10
4.4	Rollovers and Transfers.....	11
	(a) Not Authorized	11
	(b) Return of Improper Amount.....	11
4.5	Additional Contribution Provisions	11
	(a) Timing	11
	(b) Limits on Contributions.....	11
	(c) Return of Employer Contributions	11
ARTICLE 5 - Allocations/Limits		12
5.1	Accounts.....	12
	(a) Accounting Only	12
	(b) Consolidation	12
5.2	Allocations	12
	(a) University Contributions	12
	(b) Restoration of Forfeiture	12
5.3	Forfeitures.....	13
	(a) Timing	13
	(b) Limitation on Allocation	13
5.4	Allocation of Earnings, Losses, and Expenses; Revaluation of Assets....	13
	(a) Allocation Balance.....	13
	(b) Determination of Investment Experience	13
	(c) Allocation of Investment Experience	14
	(d) Resulting Account Balance	14

(e)	Fees and Expenses	14
(f)	Limited Allocation For Alternate Valuation Dates	15
(g)	Cash Basis and Daily Valuation	15
(h)	Revenue.....	15
5.5	Limitation on Annual Additions.....	15
(a)	Maximum Annual Contribution	15
(b)	Annual Additions	16
(c)	Includible Compensation.....	16
(d)	Year of Credited Service	18
(e)	Limitation Year	19
(f)	Aggregation of Plans.....	19
5.6	Excess Amounts	20
(a)	Prevention of Excess Amounts	20
(b)	Correction of Excess Annual Additions	20
(c)	Deadline for Correction	21
ARTICLE 6 - Determination of Vested Percentage		21
6.1	Vested Percentage	21
6.2	Forfeitures--Lost Recipient.....	21
(a)	Restoration.....	22
(b)	No Restoration	22
6.3	Vested Account Balance.....	22
ARTICLE 7 - Distributions		22
7.1	Distributive Events	22
(a)	Employment Terminates	22
(b)	Withdrawals While Employed.....	23
(c)	Events Unrelated to Employment Status.....	23
7.2	Distribution Amount and Methods.....	24
(a)	Valuation/Amount.....	24
(b)	Methods of Distribution	24
(c)	Direct Rollover to Another Plan.....	25
7.3	Election of Method and Time of Distribution	26
(a)	Permitted Elections	26
(b)	Required Consent	26
(c)	Election Requirements	26
(d)	Failure to Elect	27
(e)	Additional Information	27
(f)	Delay of Distribution.....	27

7.4	Required Distribution Rules	27
	(a) Time of Distribution	27
	(b) Minimum Distribution Amount	28
	(c) Definitions	30
7.5	Determination of Beneficiary	31
	(a) Beneficiary	31
	(b) Successor Beneficiaries	31
	(c) Married Participant; Spousal Consent	31
	(d) Default Determination	32
	(e) Death of Beneficiary	32
	(f) No Surviving Beneficiary	32
	(g) Alternate Payee	32
	(h) Beneficiary Treated as Predeceased	32
	(i) Determination	33
7.6	Facility of Payment	33
	(a) Incapacity	33
	(b) Legal Representative	33
ARTICLE 8 - Administration of the Plan		33
8.1	Duties, Powers, and Responsibilities of the Employer	33
	(a) Required	33
	(b) Discretionary	34
8.2	Employer Action	34
8.3	Plan Administrator; Named Fiduciary	34
8.4	Administrative Committee	34
	(a) Appointment	34
	(b) Agent; Powers and Duties	34
	(c) Not Fiduciary	34
	(d) Membership	34
	(e) Records	35
	(f) Actions	35
	(g) Report to Administrator	35
	(h) Compensation	35
	(i) Conflict of Interest	35
8.5	Duties, Powers, and Responsibilities of the Administrator	35
	(a) Agent for Service of Process	35
	(b) Funding Agent	35
	(c) Amendment and Termination	35
	(d) Mergers; Spin-Offs	35
	(e) Investment Manager	35
	(f) Investment Adviser	36
	(g) Payment of Administrative Expenses	36
	(h) Plan Interpretation	36
	(i) Participant Rights	36

(j)	Limits; Tests	36
(k)	Allocations and Vesting	36
(l)	Errors in Participants' Accounts	36
(m)	Claims and Elections.....	37
(n)	Benefit Payments.....	37
(o)	DRO Determination.....	37
(p)	Administration Information	37
(q)	Recordkeeping.....	37
(r)	Penalties; Excise Taxes	37
(s)	Advisers	37
(t)	Expenses, Fees, and Charges.....	37
(u)	Nondiscrimination.....	37
(v)	Other Powers and Duties	37
8.6	Delegation of Administrative Duties	38
(a)	In Writing.....	38
(b)	Acceptance of Responsibility	38
(c)	Conflict	38
8.7	Interrelationship of Fiduciaries; Discretionary Authority	38
(a)	Performance of Duties	38
(b)	Reliance on Others	38
(c)	Discretionary Authority of Fiduciaries.....	38
8.8	Compensation; Indemnification.....	38
8.9	Fiduciary Standards.....	39
(a)	Prudence.....	39
(b)	Exclusive Purpose.....	39
(c)	Prohibited Transaction	39
8.10	Benefit Applications; Appeal Procedures.....	39
(a)	Application for Benefits	39
(b)	Notification of Adverse Determination for Application	39
(c)	Appeal.....	39
(d)	Final Decision.....	40
(e)	Notification of Adverse Determination on Appeal	40
(f)	Extensions	40
(g)	Authorized Representative; Hearings.....	40
(h)	Seeking Review of a Claim in Court.....	40
(i)	Restriction on Venue.....	41
8.11	Participant's Responsibilities.....	41
8.12	Electronic Administration	41
ARTICLE 9 - Investment of Funds.....		41
9.1	Funding Vehicles	41
(a)	Annuity Contract.....	41
(b)	Mutual Fund/Custodial Account	41
9.2	Commingled Principal and Income	42

9.3	Participant Investment Direction	42
	(a) Commingling	42
	(b) Direction.....	42
	(c) Transfers Among Funding Agents.....	42
	(d) Additional Terms and Conditions	42
	(e) Segregation.....	42
	(f) Limitation of Fiduciary's Responsibilities	43
	(g) Beneficiary/Alternate Payee	43
ARTICLE 10 - Administration of Investments		43
10.1	Funding Agents.....	43
10.2	Information Sharing Agreements	43
	(a) Compliance with Section 403(b).....	43
	(b) Other Tax Requirements.....	44
10.3	Limitation on Duties of Funding Agents.	44
	(a) Participant Direction	44
	(b) Transfer.....	45
10.4	Accounting.....	45
	(a) Report	45
	(b) Judicial Settlement.....	45
10.5	Appointment, Resignation, and Removal of Funding Agent.....	45
	(a) Appointment.....	45
	(b) Resignation	45
	(c) Removal.....	45
	(d) Successor	45
10.6	Action.....	46
10.7	Responsibility of Nonfiduciary.....	46
ARTICLE 11 - Amendment, Mergers, Successor Employer		46
11.1	Amendment	46
	(a) Reduce Participant's Account	46
	(b) Reduce Vested Percentage	46
11.2	Amendment by Volume Submitter Practitioner	46
	(a) Authorized Amendments.....	46
	(b) Termination of Authority	47
11.3	Plan Merger or Transfer.....	47
	(a) Preservation of Account Balance	47
	(b) Preservation of Distribution Restrictions	47
	(c) Authorization	47
11.4	Successor Employer	47

ARTICLE 12 - Termination	48
12.1 Right to Terminate or Discontinue Contributions	48
12.2 Discontinuance of Contributions	48
12.3 Effect of Termination.....	48
(a) Nonforfeitability	48
(b) Distribution	48
12.4 No Reversion of Assets	49
 ARTICLE 13 - General Provisions.....	 49
13.1 Spendthrift Provision.....	49
(a) Not Security	49
(b) Offset/Felony.....	50
(c) Attempts Void.....	50
13.2 Effect Upon Employment Relationship	50
13.3 No Interest in Employer Assets.....	50
13.4 Benefits Payable by Funding Vehicles.....	50
13.5 Construction.....	50
13.6 Severability	51
13.7 Governing Law.....	51
13.8 No Diversion	51

SCHEDULE A

SCHEDULE B

TABLE OF DEFINITIONS

Defined Terms

<u>Term</u>	<u>Location</u>
Act	1.2
Administrator	8.3
Allocation Balance	5.4(a)
Annual Additions	5.5(b)
Annual Compensation Limit	2.1(c)
Beneficiary	7.5(a)
Benefit Starting Date	7.3(b)(ii)
Code	1.2
Compensation	2.1
Covered Employment	3.2
Deemed 125 Compensation	5.5(c)(i)(B)
Defined Contribution Dollar Limit	5.5(a)(i)
Designated Beneficiary	7.4(c)(i)
DRO	7.1(c)(i)
Effective Date	1.4
Employee	3.1(c)
Employer	1.1(a)
Employer Contributions	2.2
ERISA	1.2
Funding Agent	10.1
Funding Vehicle	9.1
Hour of Service	2.3
Includible Compensation	5.5(c)
Investment Manager	8.5(e)(ii)
Limitation Year	5.5(e)
Maximum Annual Contribution	5.5(a)
Minimum Distribution	7.4(b)
Normal Retirement Date	7.1(a)(i)
Participant	3.1(b)
Percentage Limit	5.5(a)(ii)

<u>Term</u>	<u>Location</u>
PERSIA	1.2
Person	2.4
Plan Year	2.5
Qualified Military Service	4.3(a)
Regulations	1.2
Related Employer	2.6
Required Beginning Date	7.4(a)(i)
Spouse	7.5(c)(ii)
Total Disability	7.1(a)(iii)
University	Introduction
University Contribution	4.2
USERRA	4.3
Valuation Calendar Year	7.4(c)(iv)
Valuation Date	2.7
Vested Account Balance	6.3
Year of Credited Service	5.5(d)

CENTRAL MICHIGAN UNIVERSITY

403(b) BASIC RETIREMENT PLAN

Central Michigan University ("University"), an educational organization described in Code Section 170(b)(1)(A)(ii), hereby amends and restates the Central Michigan University 403(b) Basic Retirement Plan.

ARTICLE 1

Establishment of Plan

1.1 Establishment of Plan.

This tax-sheltered annuity program is established by the University for the exclusive benefit of eligible Employees and their beneficiaries.

(a) Employer/University. "Employer" means the University.

(b) Plan History. A schedule of the effective date of this plan and certain amendments may be attached.

1.2 Compliance With Law.

This benefit program is intended to continue a governmental retirement plan under the Michigan Optional Retirement Act of 1967, as amended, with respect to certain eligible Employees, and a tax-sheltered annuity program under Section 403(b) of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable Regulations issued under the Code ("Regulations"). Since this plan is maintained by a governmental entity in the State of Michigan, the plan is subject to the Public Employee Retirement System Investment Act (Act 314 of the Michigan Public Acts of 1965) ("PERSIA"). As a governmental plan, the plan is not subject to the nondiscrimination requirements of Code Section 401(a)(4) or the Employee Retirement Income Security Act of 1974 ("ERISA"). Any reference to ERISA is intended to serve as a guideline to facilitate the administration of this plan and is not intended to cause the plan to become subject to the requirements of ERISA.

1.3 Funding.

Plan assets shall be held only in annuity contracts and custodial accounts that meet the requirements for a Funding Vehicle. All such annuity contracts and custodial accounts shall be:

(a) Exclusive Benefit. Established and operated for the exclusive benefit of Participants and their beneficiaries and may not be diverted to other purposes, except that plan assets may be used to pay reasonable expenses of administration; and

(b) Incorporation by Reference. Incorporated by reference as a part of this plan as if fully set forth in this document. The provisions of this plan control when there is any inconsistency or ambiguity between the terms of this plan and the terms of the custodial account, annuity contract, or related documentation.

1.4 Effective Dates of Plan Provisions.

"Effective Date" of this restated plan means January 1, 2019, unless a provision specifies a different effective date. Each plan provision applies from its effective date until the effective date of an amendment.

Notwithstanding the Effective Date specified in the preceding paragraph, unless a provision specifies a different effective date, the provisions of this restated plan complying with the Pension Protection Act of 2006 are retroactively effective as of the first day of the Plan Year beginning after December 31, 2006, and provisions complying with final regulations under Code Section 415 are retroactively effective as of the first day of the Limitation Year beginning on or after July 1, 2007.

1.5 Application to Inactive and Former Participants.

An amendment to this plan applies to former Participants and to Participants not employed in Covered Employment on the effective date of the amendment only to the extent it amends a provision of the plan that continues to apply to those Participants or expressly states that it is applicable. Except as specified in the preceding sentence, if a Participant is not employed in Covered Employment on the effective date of an amendment, the amendment shall not become applicable to the Participant unless the Participant has an Hour of Service in Covered Employment after the effective date of the amendment.

ARTICLE 2

Definitions

Except for the following general definitions, defined terms are located at or near the first major use of the term in this plan. A table showing the location of all definitions appears immediately after the table of contents. When used as defined, the first letter of each defined term is capitalized.

2.1 Compensation.

Except as modified below, "Compensation" means the total earnings paid to a Participant in a Plan Year for personal services performed for the Employer.

(a) Inclusions. Compensation includes:

(i) Elective Contributions. Elective contributions that are excluded from gross income by Code Sections 125, 132(f)(4), 402(g)(3) or 457(b);

(ii) Deemed 125 Compensation. Deemed 125 Compensation;

(iii) Contractual Wage Payments. Contractually agreed upon wage payments;

(iv) LTD. Long-term disability benefits;

(v) Commissions/Merit Payments. Commission-related salary payments and merit payments;

(vi) Additional Payments. For Employees hired prior to January 1, 1996, whose employment with the University has been continuous, and for all regular faculty, supplemental pay, temporary assignment pay, and academic summer pay; and

(vii) Regular Compensation Paid After Employment Terminates. To the extent not excluded under (b)(i)-(iv) below, regular compensation amounts that are paid after employment terminates for services performed during the Participant's regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, or other similar payments, provided such payments would have been made had the Participant continued in employment with the Employer and they are paid by the later of 2 1/2 months after the date of termination or the end of the Plan Year that includes the date of termination.

(b) Exclusions. Compensation excludes (whether or not includable in income):

(i) Differential Wage Payments. Differential wage payments as defined under Code Section 3401(h)(2) made on or after January 1, 2009, with respect to any period the Participant is performing Qualified Military Service;

(ii) Bonus Payments. Bonus payments including, but not limited to, signing bonuses, recruitment bonuses, retention bonuses, and bonuses that are not related to base salary;

(iii) Allowances/Awards. Commuting allowance payments, excellence awards, retirement service awards, and other retirement incentive payments;

(iv) Additional Payments. Except as specified in (a)(vi) above, staff and temporary faculty supplemental pay, staff and temporary faculty temporary assignment pay, and staff and temporary faculty academic summer pay; and

(v) Termination Payments. Separation payments and any amounts paid after termination of employment other than those included under (a)(vii) above (including, but not limited to, lump sum and installment severance payments) even if paid by the later of 2 1/2 months after the date employment terminates or the end of the Plan Year that includes the date of termination.

(c) Adjusted Annual Compensation Limit. Compensation for any Plan Year may not exceed the Annual Compensation Limit. "Annual Compensation Limit" means \$280,000 (as adjusted under Code Section 401(a)(17)(B) for calendar years beginning after December 31, 2019).

2.2 Employer Contributions.

"Employer Contributions" means the University Contributions made to this plan.

2.3 Hour of Service.

"Hour of Service" means each hour that an Employee is directly or indirectly paid or entitled to be paid by the Employer for the performance of duties during the applicable period. These hours will be credited for the period in which the duties are performed.

2.4 Person.

"Person" means an individual, committee, proprietorship, partnership, corporation, trust, estate, association, organization, or similar entity.

2.5 Plan Year.

"Plan Year" means the 12-month period beginning each January 1.

2.6 Related Employer.

"Related Employer" means (i) each corporation, other than the Employer, that is a member of a controlled group of corporations, as defined in Code Section 414(b), of which the Employer is a member; (ii) each trade or business, other than the Employer, whether or not incorporated, under common control of or with the Employer within the meaning of Code Section 414(c); (iii) each member, other than the Employer, of an affiliated service group, as defined in Code Section 414(m), of which the Employer is a member; and (iv) any other entity permitted or required to be aggregated with the Employer by Regulations under Code Section 414(o) or Regulations Section 1.414(c)-5. An entity shall not be considered a Related Employer for any purpose under this plan during any period it is not described in (i), (ii), (iii), or (iv) in the preceding sentence. 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.

2.7 Valuation Date.

"Valuation Date" means each business day of the Plan Year and any other date specified as a Valuation Date by the Administrator when the assets of the plan are valued at their current fair market value in accordance with a method consistently followed and uniformly applied in accordance with the Code and applicable Regulations.

ARTICLE 3

Eligibility to Participate

3.1 Eligibility Requirements.

(a) Participant on Effective Date. An Employee in Covered Employment who is a Participant on the Effective Date shall continue to participate under the terms of this restated plan.

(b) New Participant. An Employee in Covered Employment who is not a Participant on the Effective Date shall become a Participant ("Participant") in the plan on the date the Employee completes an Hour of Service.

(c) Definition of Employee. "Employee" means an individual who is a common-law employee of the Employer or a Related Employer and who receives compensation for personal services to the Employer or a Related Employer.

3.2 Requirement of Covered Employment.

An Employee must be in Covered Employment to participate in this plan. If an Employee is not employed in Covered Employment on the date the Employee first completes an Hour of Service, the Employee will become a Participant on the first subsequent day on which the Employee has an Hour of Service in Covered Employment.

Except as provided in (b) below, "Covered Employment" means employment with the Employer in a classification described in (a) below.

(a) Included Classifications. Covered Employment includes employment in one of the following classifications:

(i) Regular Faculty. A regular faculty Employee with a full-time appointment or a 50 percent or more part-time appointment or an appointment of 20 hours per week or more for at least nine months;

(ii) Fixed Term Faculty. A fixed term faculty Employee with a half-time appointment for at least an entire semester;

(iii) Medical Faculty. A medical faculty Employee with a full-time appointment or with a 50 percent or more part-time appointment or an appointment of 20 hours per week or more for at least six months; or

(iv) Regular, Conditional, and Provisional Staff. A regular, conditional, or provisional staff Employee with a full-time appointment or a 50 percent or more part-time appointment or an appointment of 20 hours per week or more for at least nine months.

(b) Exclusions. Covered Employment does not include employment with a Related Employer, employment classified as temporary or relief staff, employment as a global campus faculty Employee, employment as a graduate assistant, employment as a post-doctoral research fellow, employment classified as a student employee, employment in a unit of employees covered by a collective bargaining agreement under which the Employer has engaged in good faith negotiations about retirement benefits unless such bargaining results in participation in this plan in accordance with (i) below, or employment as a nonresident alien receiving no earned income from sources within the United States. Covered Employment also excludes the performance of services by any person who is classified by the Employer as other than an Employee even if it is later determined that the classification is not correct and any individual who is eligible and elects, directly or by

default, to become a member of the Michigan Public School Employees Retirement System (MPERS) as described in (ii) below.

(i) Bargaining Unit. The eligibility of an Employee whose employment is subject to a collective bargaining agreement is based on negotiations between the University and the bargaining representative of that collective bargaining unit. During any period of employment that is subject to the provisions of a collective bargaining agreement, an Employee shall be excluded from Covered Employment unless, and to the extent, otherwise provided in the collective bargaining agreement. For purposes of this plan, a collective bargaining agreement shall be deemed to continue after its expiration date, during collective bargaining negotiations, pending the execution of a new agreement.

(ii) MPERS Election. Except as specified in (B) below, an Employee who is a full-time member of the faculty or administrative staff of the Employer whose position requires the performance of professional services in the discharge of the educational or administrative functions of the Employer, as described in Section 38.382 of the Michigan Compiled Laws, shall be excluded from Covered Employment if within 90 days (or such longer or shorter period required by law or the Act) after the Employee completes one Hour of Service in Covered Employment, the Employee elects to become a member of the Michigan Public School Employees Retirement System (MPERS) or any other retirement program provided by the Michigan Public School Employees' Retirement Act.

(A) Rules. An Employee's election to become a participant in MPERS shall be made on a form acceptable to the Employer and shall be irrevocable. A failure to complete an election within the applicable period shall be deemed an election to become a participant in MPERS.

(B) Limited Participation for LTD. Notwithstanding an Employee's election to become a participant in MPERS, an Employee who otherwise would be employed in Covered Employment who becomes disabled will be treated as being employed in Covered Employment for the sole purpose of receiving contributions provided for under the University's long-term disability policy or any applicable collective bargaining agreement for the period of disability.

3.3 Participation Rules.

(a) Commencement of Participation for Employee Subject to MPERS Election. If an Employee in Covered Employment is eligible to become a member of MPERS, but instead, elects to become a Participant in this plan within the applicable election period, contributions to this plan will commence as soon as administratively feasible following the date the Employee's election has been filed and accepted by the

Administrator, however, any such contributions shall include the Employee's period of eligibility prior to the date of the election.

(b) Termination of Participation. Participation shall terminate upon the earlier of the date the Participant is not an Employee and has been paid the full amount due under this plan or the date of the Participant's death.

(c) Reemployment. A former Participant shall become a Participant immediately upon completion of one Hour of Service in Covered Employment, unless otherwise provided by the Act.

(d) Transfer. The following rules apply to an Employee who transfers to or from Covered Employment under this plan.

(i) Transfer From Covered Employment. If a Participant transfers to a position with the Employer or a Related Employer that results in the Participant ceasing to be employed in Covered Employment under this plan, the Participant will receive contributions under this plan based solely on service and Compensation with the Employer prior to the date of the transfer. The Participant's account will continue to share in investment gains or losses under this plan as long as the account remains part of the plan, however, the Participant will not share in any Employer Contributions based on service or compensation earned subsequent to the transfer.

(ii) Transfer to Covered Employment. If an Employee transfers from employment with the Employer or Related Employer not covered by this plan to Covered Employment, the Employee's eligibility to participate in the plan shall be determined in accordance with the provisions of this plan taking into account the service earned by the Employee prior to the transfer.

ARTICLE 4

Contributions and Rollovers

4.1 Authorized Contributions.

The following contributions are permitted or required for a Plan Year.

(a) University Contributions. The Employer will make a University Contribution for each Plan Year.

(b) Restoration of Forfeiture. When restoration of a forfeiture is required under Article 6 and current forfeitures and earnings applied for that purpose are insufficient, the Employer will contribute the necessary additional amount.

4.2 University Contributions.

On a payroll period basis, the Employer will make an "University Contribution" on behalf of each eligible Participant to the applicable Funding Vehicle or Vehicles elected by the Participant in the amount determined under (a) or (b) below. Except as provided in an applicable collective bargaining agreement, the rate of contributions to this plan will be determined by the University separately for each class of Participants identified below and is subject to change at the discretion of the University.

(a) Normal Contributions.

(i) Amount Generally. Except as provided in an applicable collective bargaining agreement, the contribution for each Participant not covered under (ii), (iii) or (iv) below is 10% of the Participant's Compensation. If a Participant who was covered under (ii) or (iii) below terminates employment and is subsequently reemployed by the University in Covered Employment, the contribution for all periods of employment following the Participant's date of reemployment will be determined under the preceding sentence and will not be determined under (ii) or (iii) below.

(ii) Regular and Fixed Term Faculty prior to September 1, 1996. Except as provided in (i) above, the contribution for a Participant who is a regular faculty employee or a fixed term faculty employee who commenced participation in this plan before September 1, 1996, is 12% of the Participant's Compensation.

(iii) Professional and Administrative Staff and Senior Officers prior to January 1, 1996. Except as provided in (i) above, the contribution for a Participant who is a professional and administrative employee or a senior officer (other than the President of the University) who commenced participation in this plan before January 1, 1996, is 12% of the Participant's Compensation.

(iv) President. The contribution for the President of the University will be the amount separately determined by the Board of Trustees of the University for the Plan Year.

(b) Special Contributions. To the extent provided for under the University's long term disability policy and/or any applicable collective bargaining agreement, contributions will be made for an Employee receiving long-term disability benefits under the University's long-term disability policy in the amount specified by the policy or collective bargaining agreement. Further, the University, in its discretion, may make a contractually agreed upon contribution to the plan for a Participant in the amount specified in the contract or a contribution on behalf of a former employee as provided under Regulations Section 1.403(b)-4(d).

4.3 Make-Up Contributions Under USERRA.

A Participant who returns from Qualified Military Service to employment with the Employer within the time limits established by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") is entitled to receive an allocation of Employer Contributions the Participant would have received if the Participant had been employed by the Employer during the period of Qualified Military Service. Make-up contributions required by USERRA are treated as having been made in the Plan Year for which they are made and shall not be subject to the applicable plan contribution limits for the Plan Year in which the contributions are actually made.

(a) Definition of Qualified Military Service. "Qualified Military Service" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty. For purposes of this definition, a uniformed service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or national emergency.

(b) Make-Up Contributions. As soon as administratively feasible after the Participant's reemployment, the Employer shall contribute to this plan, and allocate to the Participant's accounts, the Employer Contributions that the Participant would have received but for the period of Qualified Military Service. The Employer shall not be required to make up the allocation of any forfeiture that occurred during the period of Qualified Military Service.

(c) Compensation. For purposes of determining the amount of make-up contributions under (b) above, the Participant shall be treated as receiving compensation from the Employer at the rate of pay the Participant would have received during the period of Qualified Military Service. If the Participant's compensation during the period of Qualified Military Service cannot be determined with reasonable certainty, the Participant's compensation shall equal the Participant's average compensation from the Employer for the 12-month period immediately preceding the Qualified Military Service (or, if shorter than 12 months, the period of employment immediately preceding the Qualified Military Service).

(d) No Investment Experience. No investment experience shall be credited on make-up contributions for any period prior to the date the contributions are actually made.

4.4 Rollovers and Transfers.

(a) Not Authorized. Prior to January 1, 2009, plan-to-plan transfers and qualifying rollovers were authorized. Effective as of January 1, 2009, this plan no longer accepted rollover or transfer amounts. Any amount previously accepted will continue to be maintained as a separate account on behalf of the Participant.

(b) Return of Improper Amount. If an amount was accepted prior to January 1, 2009, and is later determined that it was not a qualifying rollover, the amount, plus any earnings and minus any losses, shall be distributed to the Participant immediately.

4.5 Additional Contribution Provisions.

The Employer shall identify the type and amount of each contribution for a Plan Year by written communication to the Funding Agent on or before the date final allocations are performed under Article 5. If property other than cash is contributed, the property shall be valued at fair market value at the time of contribution.

(a) Timing. Unless otherwise required by the Code and Regulations, the Employer may make an Employer Contribution at such times as the Employer in its sole discretion determines. If the Employer makes a contribution for a Plan Year after the close of that Plan Year, the Employer will designate to the Funding Agent the Plan Year for which the contribution is being made.

(b) Limits on Contributions. Contributions are subject to the limits stated in Article 5.

(c) Return of Employer Contributions. Employer Contributions may be returned to the Employer in accordance with the following provisions.

(i) Mistake of Fact. Part or all of any Employer Contribution made by mistake of fact shall be returned to the Employer, upon demand, within one year after payment of the contribution.

(ii) Amount. The amount that may be returned shall be determined as of the Valuation Date coinciding with or most recently preceding the date of repayment. The amount shall be the excess of the amount contributed over the amount that would have been contributed if the mistake of fact had not occurred. Earnings attributable to the excess amount shall not be returned. Losses attributable to the excess amount shall reduce the amount returned. The amount returned shall not reduce a Participant's account to less than the account balance would have been on the applicable Valuation Date had the excess amount not been contributed.

ARTICLE 5

Allocations/Limits

5.1 Accounts.

The Administrator shall maintain at least one account for each Participant. A separate accounting record shall be maintained within or with respect to each Funding Vehicle of each Participant for each type of contribution and for each rollover or transfer of assets previously made to this plan.

(a) Accounting Only. Separate accounts shall be maintained for accounting purposes only and shall not require separate investment of amounts allocated to separate accounts except as specified under Article 9.

(b) Consolidation. Separate accounts shall not be required if (i) the separation is not necessary for compliance with any requirement of the Code and Regulations; (ii) the consolidation would not deprive a Participant of any tax or transfer opportunity; and (iii) the accounts are subject to the same vesting schedule or are fully vested.

5.2 Allocations.

The contributions to this plan shall be allocated to each Participant's accounts as follows:

(a) University Contributions.

(i) Eligibility. A Participant shall be eligible for a normal University Contribution under Section 4.2(a) for each payroll period in which the Participant is employed in Covered Employment or a special University Contribution under Section 4.2(b) upon satisfaction of the conditions specified in the applicable policy, collective bargaining agreement, contract, or other agreement.

(ii) Allocation. The University Contribution shall be allocated to the University Contributions account of each eligible Participant in the amount determined under Article 4.

(b) Restoration of Forfeiture. If a forfeited amount is required to be restored under Article 6, that amount shall be allocated to the account from which the amount was forfeited.

5.3 Forfeitures.

Forfeitures shall be allocated first to restore any forfeited amounts that are required to be restored under Article 6. Any remaining forfeitures shall be applied to reduce any administrative expenses incurred in the operation and administration of this plan and/or to reduce the next Employer Contribution to this plan.

(a) Timing. Forfeitures shall occur as of the dates specified in Article 6. Any forfeiture that occurs during a Plan Year shall be applied as of the first administratively feasible Valuation Date following the date of the forfeiture, but in no event may the forfeiture be applied later than the end of the Plan Year following the Plan Year in which the forfeiture occurred.

(b) Limitation on Allocation. Forfeitures shall not be allocated to the account of any forfeiting Participant.

5.4 Allocation of Earnings, Losses, and Expenses; Revaluation of Assets.

Participants' accounts shall have a pro rata interest in the assets of the plan except to the extent that all or part of an account is commingled with other accounts for separate investment or is separately invested. Accounts commingled for separate investment shall have a pro rata interest in the separate investments of those accounts.

(a) Allocation Balance. A Participant's "Allocation Balance" as of the Valuation Date means the Participant's account balance as of the preceding Valuation Date with adjustments. The adjustments are as follows:

(i) Contributions Paid During Plan Year. The Administrator may choose to take into account particular types of contributions after the preceding Valuation Date on a uniform, nondiscriminatory basis.

(ii) Reductions. The account balance as of the preceding Valuation Date shall be reduced by the amount of each withdrawal, distribution, or transfer from, separate investment of, or debit or charge (not included in investment experience) to, the account after the preceding Valuation Date.

(b) Determination of Investment Experience. As soon as administratively feasible after each Valuation Date, and as of that date, the Administrator shall compute the aggregate investment experience by:

(i) Earnings/Gains. Determining any net earnings and any net realized gain from the disposition of plan assets since the preceding Valuation Date;

(ii) Losses/Charges. Determining any net realized loss and all proper expenses of, and charges against, plan assets since the preceding Valuation Date;

(iii) Unrealized Appreciation/Depreciation. Revaluing the assets at market value; and

(iv) Credit/Charge. Aggregating the earnings, losses, expenses, and unrealized appreciation or depreciation.

(c) Allocation of Investment Experience. If forfeitures are insufficient to restore forfeited amounts required to be restored under Article 6, investment experience may be allocated first for that purpose. The aggregate remaining investment experience shall be allocated to each Participant by multiplying the investment experience by a fraction. The numerator of the fraction shall be the Participant's Allocation Balance. The denominator shall be the aggregate Allocation Balances of all Participants.

(d) Resulting Account Balance. The Participant's account balance as of the Valuation Date shall be the Participant's account balance as of the preceding Valuation Date plus investment experience allocated under (c) above, plus the Employer Contribution and other amounts to be allocated as of the Valuation Date, less the amount of all debits or charges (not included in investment experience) to, or withdrawals, transfers, distributions, or forfeitures from, the account as of that date.

(e) Fees and Expenses.

(i) Generally. The Administrator may allocate all or any portion or none of the expenses of the plan or trust to the Participants' accounts. When allocating expenses to the accounts of Participants, the Administrator may allocate such expenses using any reasonable method. Such methods include, but are not limited to, allocating expenses on a pro rata basis (by including the expenses in the aggregate investment experience allocated in (c) above) and/or a per capita basis (by charging a flat dollar amount to each Participant's account under (a)(ii) above) and/or one or more of the methods described below.

(ii) Separate Investment. If plan assets are separately invested, the rules for allocation of fees and expenses shall be applied separately to each separately invested portion of the plan, except that the Administrator shall direct the extent to which the Funding Agent shall pay from the separately invested portion of the plan the fees, expenses, and special charges that result from the separate investment.

(iii) Direct Expenses. The Administrator may charge a Participant's accounts for any reasonable expenses directly attributable to those accounts, including, but not limited to, distribution, loan, and special investment fees. In addition, all expenses resulting from reasonable efforts to locate or determine the proper recipient of a distribution shall be charged to the affected accounts, when directed by the Administrator, on a uniform, nondiscriminatory basis for all Participants. Direct expenses include, without limitation, expenses resulting from legal proceedings, including those related to a DRO. Expenses of legal proceedings which are initiated by a Participant or Beneficiary

against this plan, the Funding Agent, or another plan fiduciary, other than expenses incurred in obtaining a DRO and the Administrator's approval of the DRO, shall be charged to the Participant's accounts only if the Participant or Beneficiary fails to prevail in the legal proceeding.

(iv) Terminated Participant's Accounts. If a Participant's employment terminates and the Participant has not elected distribution of the Participant's accounts, the Administrator may charge reasonable fees, expenses, or special charges attributable to the Participant's accounts that remain in the plan, on a uniform nondiscriminatory basis for all Participants, whether or not the Administrator charges expenses to the accounts of Participants who continue to be employed. The Administrator may charge these expenses even if it will result in reduction of the Participant's accounts to zero or in the Participant not receiving a distribution from this plan; provided, however, that if the expenses exceed the total amount of the Participant's accounts, the Administrator will not charge the Participant outside of the plan for the excess expenses.

(f) Limited Allocation For Alternate Valuation Dates. If a Valuation Date is other than the last day of the Plan Year, the Administrator may limit determination and allocation of investment experience in a nondiscriminatory manner to any separate part of the trust or to any separate account or accounts.

(g) Cash Basis and Daily Valuation. Alternatively, and notwithstanding other allocation dates and requirements for other purposes in this plan, all amounts may be credited for the purpose of allocating investment experience, and investment experience may be determined and allocated, pursuant to any consistent, nondiscriminatory cash basis accounting procedure or daily valuation system (with cash basis accounting) approved by the Administrator.

(h) Revenue. Revenue generated by the investment of plan assets (including, but not limited to 12b-1 fees, sub transfer agency fees or shareholder servicing fees) may be allocated as the Administrator determines, in its sole discretion, as additional investment experience, per capita to each Participant, to pay or offset administrative expenses incurred in the operation and administration of this plan, or in any other nondiscriminatory manner determined by the Administrator.

5.5. Limitation on Annual Additions.

The total Annual Additions for a Participant for any Limitation Year shall not exceed the Maximum Annual Contribution. A contribution must be credited to a Participant's account and made within the time period specified under Regulations Section 1.415(c)-1(b)(6) to be included as an Annual Addition for a Limitation Year.

(a) Maximum Annual Contribution. The "Maximum Annual Contribution" for a Limitation Year is the lesser of the Defined Contribution Dollar Limit or the Percentage Limit.

(i) Defined Contribution Dollar Limit. For Limitation Years beginning on or after January 1, 2019, "Defined Contribution Dollar Limit" means \$56,000, as adjusted under Code Section 415(d).

(ii) Percentage Limit. "Percentage Limit" means 100% of the Participant's Includible Compensation for the Limitation Year.

(b) Annual Additions. "Annual Additions" for a Participant for a Limitation Year means the sum of:

(i) Employer Contributions and Forfeitures. The Participant's share of the Employer's contributions (including Elective Contributions and allocations under a simplified employee pension) and forfeitures;

(ii) After-Tax Employee Contributions. The Participant's after-tax employee contributions;

(iii) Post-Retirement Medical Benefits Account. For purposes of the Defined Contribution Dollar Limit and for Limitation Years beginning after December 31, 1985, amounts allocated to the separate post-retirement medical benefits account of a Key Employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e);

(iv) Individual Medical Benefits Account. For purposes of the Defined Contribution Dollar Limit, contributions allocated for Limitation Years beginning after March 31, 1984, to an individual medical benefits account in a pension or annuity plan, as defined in Code Section 415(l)(2);

(v) Excess Deferrals. For the Limitation Years during which these amounts were contributed, excess deferrals that are not distributed to a Participant by the first April 15th following the end of the Participant's taxable year;

(vi) Excess Aggregate Contributions. For the Limitation Years during which these amounts were contributed, excess aggregate contributions whether or not distributed to a Participant;

(vii) Excess Annual Addition Applied. An Excess Annual Addition from a preceding Limitation Year applied to reduce employer contributions for the current Plan Year; and

(viii) Other Plans. Contributions to the defined contribution plan of any employer that is controlled by the Participant as described in (f)(ii) below.

(c) Includible Compensation. Except as modified below, "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 Code Section 911 relating to United States citizens or residents living abroad) for the most recent period that is a Year of Credited Service.

(i) Inclusions. Includible Compensation includes:

(A) Elective Contributions. Elective contributions that are excluded from gross income by Code Sections 125, 132(f)(4), 402(g)(3) or 457(b);

(B) Deemed Section 125 Compensation. Elective contributions for payment of group health coverage that are not available to a Participant in cash because the Participant is unable to certify to alternative health coverage but only if the Employer does not request or collect information regarding the Participant's alternative health coverage as part of the enrollment process for the group health plan ("Deemed 125 Compensation");

(C) Differential Wage Payments. Differential wage payments as defined under Code Section 3401(h)(2) made on or after January 1, 2009, with respect to any period the Participant is performing Qualified Military Service; and

(D) Compensation Paid after Employment Terminates. The following amounts paid after employment terminates provided they are paid by the later of 2 1/2 months after the date of termination or the end of the Limitation Year that includes the date of termination:

(1) Regular Compensation. Regular compensation for services performed during the Participant's regular working hours, or compensation for services performed outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, provided they would have been made had the Participant continued in employment with the Employer;

(2) Leave Cashouts. Payments made for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; or

(3) Deferred Compensation. Payments made pursuant to a nonqualified unfunded deferred compensation plan that would have been paid at the same time had employment continued, but only to the extent the payment is includible in the Participant's gross income.

(ii) Exclusions. Includible Compensation excludes:

(A) Ineligible Employer. Amounts received during a period when an employer (other than an employer controlled by the Participant as described in (f)(ii) below) is not an eligible employer within the meaning of Code Section 403(b) and Regulations Section 1.403(b)-2(b)(8); and

(B) Other Termination Payments. Any amounts paid after termination of employment other than those included under (i)(D) above (including, but not limited to, lump sum or installment severance payments) even if paid by the later of 2 1/2 months after the date employment terminates or the end of the Limitation Year that includes the date of termination.

(iii) Determination. Includible Compensation shall be determined under Code Section 403(b)(3) and Regulations including, but not limited to, the following rules.

(A) Annual Compensation Limit. Includible Compensation shall not exceed the Annual Compensation Limit.

(B) Community Property Laws. The amount of Includible Compensation is determined without regard to community property laws.

(C) Estimation. Until Includible Compensation is actually determinable, the Employer may use a reasonable estimate of Includible Compensation. As soon as administratively feasible, actual Includible Compensation shall be determined.

(D) Deemed Compensation. To the extent directed by the Administrator for the purpose of determining the Maximum Annual Contribution:

(i) Former Employee. A former Employee shall be deemed to have monthly Includible Compensation for the period through the end of the taxable year in which employment terminated and through the end of each of the next five taxable years. The monthly amount shall be equal to one-twelfth of the former Employee's Includible Compensation during the former Employee's most recent Year of Credited Service.

(ii) Disabled Participant. Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)) is the compensation the 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) Year of Credited Service. "Year of Credited Service" means a complete year during which the Employee is a full-time employee of the Employer or a Related Employer that has adopted the plan.

(i) Partial Year. An Employee shall also be credited with a partial Year of Credited Service based on a fraction of a year (determined in accordance with Code Section 403(b) and Regulations Section 1.403(b)-4(e)) for each complete year during which the Employee is a part-time employee of the Employer or a Related Employer that has adopted the plan and for each part of a year during which the Employee is a full-time or part-time employee of the Employer or a Related Employer that has adopted the plan.

(ii) Work Period. A Year of Credited Service is based on the Employer's annual work period, not the Employee's taxable year. In general, the number of Years of Credited Service for an Employee equals the aggregate number of annual work periods during which the Employee is employed by the Employer or a Related Employer.

(e) Limitation Year. "Limitation Year" means the Plan Year.

(i) Change. If the Limitation Year is amended to a different 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is effective.

(ii) Short Limitation Year. If there is a short Limitation Year, the Defined Contribution Dollar Limit shall be multiplied by a fraction. The numerator of the fraction is the number of months in the short Limitation Year and the denominator is 12.

(iii) Controlled Employer. Notwithstanding any other provision in this section, if the Participant is in control of an employer pursuant to (f)(ii) below, the Limitation Year shall be the Limitation Year for the defined contribution plan(s) of the employer controlled by the Participant

(iv) Plan Termination. If the plan is terminated effective as of a date other than the last day of the Limitation Year, the Limitation Year shall end on the date of termination. As a result, the Defined Contribution Dollar Limit for the final Limitation Year must be prorated in accordance with the short Limitation Year rules described in (ii) above.

(f) Aggregation of Plans. For purposes of applying this section, plans and contributions shall be aggregated as specified in (i) and (ii) below.

(i) Aggregation of Section 403(b) Contracts. All Code Section 403(b) annuity contracts purchased by the Employer and any other Related Employer (including plans purchased through compensation reduction elections) for the Participant shall be aggregated and treated as purchased under a single Code Section 403(b) annuity contract and contributions received under all Code Section 403(b) annuity contracts of the Employer and any other Related Employer will be aggregated. For this purpose, references to an annuity contract include custodial accounts maintained pursuant to Code Section 403(b)(7). Generally all such annuity contracts are deemed to be maintained by a Participant for the Limitation Year under Regulations Section 1.415(f)-1(f)(1).

(ii) Aggregation where Participant is in Control of Employer. If a Participant receives an allocation under a Code Section 403(b) annuity contract, as aggregated under (i) above, and the Participant is in control of any employer for a Limitation Year (whether or not the employer controlled by the Participant is the Employer maintaining this plan), the Code Section 403(b) annuity contract will be considered a defined contribution plan maintained by both the controlled employer and the Participant

for the Limitation Year and the aggregation rules specified in (A) and (B) below shall apply. For purposes of this provision, a Participant is in control of an employer based upon the rules of Code Sections 414(b) and 414(c) (each as modified by Code Section 415(h)), as determined under Regulations Sections 1.415(a)-1(f)(1) and (2) and 1.415(f)-1(f).

(A) Contributions. The Code Section 403(b) annuity contract and the defined contribution plans (as defined in Regulations Section 1.415(c)-1(a)) of any controlled employer will be aggregated for purposes of this Section 5.5 and the limit on the Maximum Annual Contribution must be satisfied both separately by the Code Section 403(b) annuity contract and by each defined contribution plan of a controlled employer and in the aggregate by the Code Section 403(b) annuity contract and all defined contribution plans of the controlled employer(s).

(B) Includible Compensation. The Participant's Includible Compensation with respect to the Code Section 403(b) annuity contract and compensation with respect to each defined contribution plan of a controlled employer shall be aggregated, as described in Regulations Section 1.415(c)-2(g)(3), when the plans are aggregated for testing compliance with the limit but shall not be aggregated, as provided in Regulations Section 1.415(f)-1(f)(3), when the plans are tested separately.

(C) Notice. To ensure compliance with the above requirements, the Administrator will notify the Participants annually of their responsibility to provide information necessary to satisfy the requirements of this section. The notice will advise Participants that the applicable limits will be determined by taking 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 Code Section 403(b).

5.6 Excess Amounts.

(a) Prevention of Excess Amounts. If it is discovered that a proposed contribution to this plan will cause the Annual Additions limitation to be exceeded for a Participant, the Employer Contribution for the Plan Year will be reduced to the maximum amount permitted for the Participant under Section 5.5.

(b) Correction of Excess Annual Additions. Any contribution that exceeds the Annual Additions limitation under Section 5.5 for the Plan Year may be handled in accordance with the requirements of the Employee Plans Compliance Resolution System (EPCRS) or any successor procedures issued by the Internal Revenue Service or corrected under such other method allowed by the Code, Regulations, or other guidance. An excess amount held in a separate account under (ii) below may be distributed from the plan at any time.

(i) Ordering Rule. If the Annual Additions limitation will be exceeded for the Plan Year, the excess Annual Addition will be deemed to consist of the Annual Addition last allocated, except Annual Additions to a defined contribution plan maintained by an employer controlled by the Participant will be deemed to have been allocated first. If an excess amount is allocated to a Participant under this plan on a date which coincides with an allocation date of another plan, the excess amount attributable to this plan will equal the product of:

(A) Total. The total excess amount allocated as of such date, multiplied by

(B) Ratio. The ratio of (1) the Annual Additions allocated to the Participant as of such date for the Limitation Year under this plan to (2) the total Annual Additions allocated to the Participant as of such date for the Limitation Year under this plan and all other aggregated plans.

(ii) Separate Account. An excess Annual Addition shall be maintained in a separate account for each year the excess amount remains in the plan. If a Participant is in control of an employer and the excess Annual Addition needs to be maintained in a separate account under this plan, the Administrator shall only be required to establish such separate account if sufficient information is received from the Participant concerning the Participant's participation in such other defined contribution plan controlled by the Participant. Excess Annual Additions that are held in a separate account under this plan will not be treated as a Code Section 403(b) contract. Amounts held in the separate account may be distributed at any time in accordance with Regulations Section 1.403(b)-4(f) and any other applicable guidance issued by the Internal Revenue Service.

(c) Deadline for Correction. An excess shall be corrected as soon as administratively feasible after the excess amount has been determined.

ARTICLE 6

Determination of Vested Percentage

6.1 Vested Percentage.

A Participant's vested percentage with respect to all of the Participant's accounts under this plan is 100% at all times.

6.2 Forfeitures--Lost Recipient.

If a Person entitled to a payment cannot be located using reasonable search methods or if a distribution has been made but the recipient for any reason does not cash

the distribution check within a reasonable period of time, the Participant's account shall be forfeited as of the date the Administrator determines that the Person cannot be located and/or payment cannot be made to the Person.

(a) Restoration. The Participant's Vested Account Balance shall be restored to the Participant's account if the plan has not terminated (or if the plan has terminated, all benefits have not yet been paid) and if the Person entitled to the payment submits a written election of method of payment. Any such restoration of the Participant's Vested Account Balance shall be made without any adjustment for gains or losses occurring during the period of forfeiture.

(b) No Restoration. If any Person whose account has been forfeited under this provision has not submitted a written election for benefits by the time all plan assets have been distributed due to the plan's termination, the Participant's Vested Account Balance will not be restored.

6.3 Vested Account Balance.

"Vested Account Balance" at any time means the aggregate value of all of the Participant's account balances.

ARTICLE 7

Distributions

7.1 Distributive Events.

(a) Employment Terminates. Distribution shall be made as soon as administratively feasible after distribution is elected in connection with termination of employment due to one of the following distributive events. An Employee has a termination of employment when the Employee ceases to be employed by the Employer or a Related Employer in accordance with Regulations Section 1.403(b)-2(b)(19) or 1.403(b)-6(h). A transfer between Covered Employment and any other employment with the Employer or a transfer between the Employer and a Related Employer that is an eligible employer within the meaning of Regulations Section 1.403(b)-2(b)(8) is not a termination of employment.

(i) Normal Retirement Date. The Participant reaches the Participant's Normal Retirement Date. "Normal Retirement Date" means the date the Participant attains age 59 1/2.

(ii) Death. The Participant dies.

(iii) Total Disability. The Participant suffers a Total Disability. "Total Disability" means a Participant's physical or mental condition as a result of which the Participant is eligible for a noncontingent award for permanent and total disability under the Social Security Act, as evidenced by a letter of award issued by the Social Security Administration.

(iv) Other Termination of Employment. The Participant's employment terminates at any time or for any reason other than death, Total Disability, or retirement on or after the Participant's Normal Retirement Date.

(b) Withdrawals While Employed. Distribution of the requested amount shall be made as soon as administratively feasible after distribution is elected in connection with one of the following distributive events, even though employment has not terminated.

(i) Normal Retirement. The Participant reaches Normal Retirement Date. The Participant may request a distribution of all or any portion of the Participant's Vested Account Balance.

(ii) Rollover Account. The Participant has a rollover account. The Participant may request a distribution of all or any portion of the Participant's rollover account at any time for any reason.

(c) Events Unrelated to Employment Status. Distribution shall be made as soon as administratively feasible upon the occurrence of one of the following distributive events.

(i) DRO. This plan receives a domestic relations order that the Administrator determines is a DRO. In accordance with the Public Employee Retirement Benefit Protection Act (Act 100 of the Michigan Public Acts of 2002), "DRO" means an award by a court under Section 552.18 of the Michigan Compiled Laws (providing that retirement benefits are assets of the marital estate subject to distribution by the court in a divorce proceeding), an eligible domestic relations order under the Michigan Eligible Domestic Relations Order Act, or any other domestic relations order of a court pertaining to alimony or child support. The Administrator shall direct payment to the alternate payee as set forth in the DRO. Distribution to an alternate payee under a DRO shall be paid to the alternate payee in accordance with the order, whether or not the Participant has attained age 50 and even if the Participant continues to be an Employee.

(ii) Plan Termination. This plan terminates with respect to all Participants. The Administrator shall direct distributions to be made as soon as administratively feasible following the date of termination.

7.2 Distribution Amount and Methods.

(a) Valuation/Amount. The amount of the Participant's Vested Account Balance shall be determined as of the Valuation Date coinciding with or most recently preceding the date of the distribution. The amount distributed shall not include investment experience for the period, if any, from the Valuation Date to the date of distribution. Separate valuations shall be performed for segregated accounts that are commingled for investment and any accounts that are separately invested without commingling. The amount to be distributed shall be reduced by the amount of any distribution or withdrawal during any period from the Valuation Date to the date of distribution.

(b) Methods of Distribution. Upon election, distribution shall be made in one of the following methods:

(i) Lump Sum. A lump sum payment. If only a portion of the Participant's Vested Account Balance is payable or being withdrawn under Section 7.1, that portion shall be paid in a single payment rather than a lump sum as defined in Code Section 402(e)(4)(D). The requirements set forth in Section 7.3 shall apply separately to each single or lump sum payment. Except as provided in a Funding Vehicle, a lump sum payment of the Participant's entire Vested Account Balance shall be the only permitted method of distribution for termination of this plan under Section 7.1(c)(ii) and Article 12.

(ii) Installments. Installments paid annually, or more frequently if permitted by the Administrator, over an elected period of years not exceeding the life expectancy of the Participant or the joint life expectancy of the Participant and a Beneficiary.

(A) Amount. The amount of the installment payments distributed each calendar year shall be equal to the quotient obtained by dividing the Participant's Vested Account Balance by the remaining number of years in the period. The elected installment payment schedule may be changed, the initial amount distributed may be greater or lesser than subsequent payments, or the remainder may be paid in a lump sum, but a Participant may not elect payments smaller than the Minimum Distribution.

(B) Life Expectancy. Life expectancy, as of the calendar year in which payment begins, shall be determined in the manner described in Section 7.4.

(iii) Annuity. A distribution in the form of a nontransferable annuity providing benefits over an elected period of time not exceeding the life expectancy of the Participant or the joint life expectancy of the Participant and a Beneficiary. The terms of the annuity must comply with the distribution requirements and limitations of this plan. Any annuity purchased under the terms of this plan shall be the maximum, immediate, nontransferable annuity of the selected type that can be purchased with the Participant's Vested Account Balance.

(iv) Partial Payments. Irregular, nonperiodic payments.

(c) Direct Rollover to Another Plan. At the election of the distributee, an eligible rollover distribution shall be transferred to the trustee or custodian of an eligible retirement plan for the benefit of the distributee.

(i) Eligible Rollover Distribution. An eligible rollover distribution is a distribution of any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: 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 specified period of ten years or more; any distribution to the extent that the distribution is required under Code Section 401(a)(9); any hardship distribution; a permissible withdrawal under Code Section 414(w)(2); and any other distribution that is reasonably expected to total less than \$200 during a year.

(ii) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. An eligible retirement plan also includes an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.

(A) After-Tax Contributions. For any portion of an eligible rollover distribution consisting of after-tax contributions that are not includable in gross income, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b) or a qualified trust described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for such portion.

(B) Non-Spouse Beneficiary. For any portion of a distribution deemed to be an eligible rollover distribution for a Beneficiary who is not a Spouse, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b) that is established for the purpose of receiving the distribution on behalf of the designated Beneficiary and which is treated as an inherited IRA within the meaning of Code Section 408(d)(3)(C).

(iii) Distributee. A distributee includes the Participant, the Participant's surviving Spouse, the Participant's Spouse or former Spouse who is an alternate payee under a DRO, and for distributions after December 31, 2006, a Beneficiary who is not a Spouse.

7.3 Election of Method and Time of Distribution.

(a) Permitted Elections. Subject to the required distribution rules of Section 7.4 or the terms of a DRO, the Participant or other recipient may elect the method and time of distribution to the extent permitted under this plan and the applicable Funding Vehicle(s).

(b) Required Consent. If the distributive event occurs prior to the Participant's Normal Retirement Date for any reason other than death, plan termination, or pursuant to a DRO, distribution shall not be made without the Participant's consent. The consent shall be given by an election of the method and time of distribution. An election of distribution shall be made within the 180-day period ending on the Benefit Starting Date.

(i) Notice. The Participant shall be notified of the right to elect an immediate distribution and when consent is required, the right to defer distribution until the date distribution would otherwise be made under (d) below. The written notice shall provide an explanation of the material features of the available methods of distribution and a description of the consequences of failing to defer the distribution. The notice shall be provided at least 30 days and not more than 180 days before the Benefit Starting Date.

(ii) Benefit Starting Date. "Benefit Starting Date" means the first day of the first period for which an amount is distributable in any form. Generally, the Benefit Starting Date is the date on which distribution is due when all conditions and requirements for distribution have been met.

(iii) Waiver of Notice Period. A distribution may commence less than 30 days after the notice required under (i) above is given, provided:

(A) Right to 30-day Period. The Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and

(B) Election. The Participant, after receiving the notice, affirmatively elects a distribution.

(c) Election Requirements.

(i) Time. The election shall be made not later than the date distribution begins or, if earlier, the date when distribution must begin. An election may be revoked or changed before distribution begins.

(ii) Form. An election shall be made in a form acceptable to the Administrator. If the distribution election as originally filed with the Administrator is not completed properly, distribution shall not be made until a properly completed distribution election has been received and approved by the Administrator.

(iii) Other Conditions. An election shall become void upon the death of the Participant prior to the date the distribution is paid to the Participant.

(d) Failure to Elect. Failure to elect a distribution shall be deemed an election to defer distribution to a later date. If an election is not received, the Participant's Vested Account Balance will be distributed at the time and in the manner determined under Section 7.4.

(e) Additional Information. The Administrator may require additional election, application or information forms required by law or deemed necessary or appropriate by the Administrator in connection with any distribution.

(f) Delay of Distribution. The Administrator may, in a uniform and nondiscriminatory manner, direct that a distribution, other than a Minimum Distribution or a distribution required after a Participant's death, shall be valued as of, and distributed after, the next Valuation Date. This action shall be taken only if the distribution, valued as of a Valuation Date preceding the distributive event or election of distribution, would permit the recipient to avoid negative investment experience with significant detrimental effect on the accounts of other Participants.

7.4 Required Distribution Rules.

This section generally states the requirements of Code Section 401(a)(9) and Regulations and shall take precedence over any other provision of this plan that permits payment at a later time or in a smaller amount; however, nothing in this section authorizes any form of distribution not otherwise permitted under the terms of this plan or the Participant's Funding Vehicle. A distribution shall be determined and made in accordance with Code Section 401(a)(9) and Regulations, including the minimum incidental benefit requirement under Code Section 401(a)(9)(G) and in accordance with Code Section 403(b) and Regulations. For purposes of this section, each separate Funding Vehicle is treated as an individual retirement account so that distributions can be made from any of the Funding Vehicles and are not required to be made on a proportionate basis. Therefore, distributions shall be made in accordance with the provisions of Regulations Section 1.408-8, except as provided in Regulations Section 1.403(b)-6(e).

(a) Time of Distribution.

(i) Required Beginning Date. Unless the Participant requests an earlier distribution, distribution to the Participant shall begin not later than the Participant's Required Beginning Date. "Required Beginning Date" means the April 1 following the calendar year in which the Participant attains age 70 1/2, or, if later, following the calendar year in which the Participant's employment terminates.

(ii) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date, distribution to the Participant's Beneficiary will be made when elected but not later than the applicable time specified below.

(A) Spouse Beneficiary. If the Spouse is the only Designated Beneficiary, the Spouse may elect to begin distributions on or before the last day of the calendar year in which the Participant would have attained age 70 1/2 or, if later, the last day of the calendar year following the calendar year in which the Participant died. If the Spouse dies before distributions are required to begin, distribution will be made under (B) or (C) as though the Spouse were the Participant. If the Spouse dies after distributions are required to begin, distribution will be made under (iii) as though the Spouse were the Participant.

(B) Other Beneficiary. If benefits are to be paid to a Designated Beneficiary other than the Spouse, the Beneficiary may elect to begin distributions on or before the last day of the calendar year following the calendar year in which the Participant died. The election must be made no later than September 30 of the calendar year in which distribution would be required to begin under the preceding sentence. The election must be irrevocable.

(C) Five Year Rule. If a Designated Beneficiary (other than the Spouse) does not make an election to begin distributions under (B) above or if there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by the last day of the calendar year that includes the fifth anniversary of the Participant's death.

(D) Installment Method. If distributions are made under (A) or (B) above and the installment method is elected by the Spouse or other Beneficiary, the applicable life expectancy, as of the calendar year in which distribution begins, or other installment period and the amount of each installment, shall be determined under Sections 7.2 and (b) below.

(iii) Death After Required Beginning Date. If the Participant dies after the Required Beginning Date, any unpaid amount must be distributed at least as rapidly as provided in (b)(ii) below.

(b) Minimum Distribution Amount. Unless the Participant's Vested Account Balance is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Participant's Required Beginning Date, the minimum amount that must be distributed for each distribution calendar year ("Minimum Distribution") shall be determined in accordance with the following provisions. If the Participant's Vested Account Balance is distributed in the form of an annuity purchased from an insurance company, distributions from the annuity contract shall be made in accordance with the provisions of Regulations Section 1.401(a)(9)-6.

(i) Lifetime. During the Participant's lifetime, the Minimum Distribution is the lesser of (A) or (B) below. Minimum Distributions determined in accordance with this provision will begin when required under (a)(i) above and continue through the calendar year that includes the Participant's date of death.

(A) Uniform Lifetime Table. The quotient obtained by dividing the Participant's Vested Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulations Section 1.401(a)(9)-9 based on the Participant's age at the birthday during the calendar year for which the distribution is made.

(B) Spouse is Beneficiary. If the Participant's Spouse is the only Designated Beneficiary, the quotient obtained by dividing the Participant's Vested Account Balance by the number in the Joint and Last Survivor Table set forth in Regulations Section 1.401(a)(9)-9 based on the age of the Participant and Spouse at their birthdates during the calendar year for which the distribution is made.

(ii) Death After Required Beginning Date.

(A) Designated Beneficiary. If the Participant dies on or after the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined in accordance with the following.

(1) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Designated Beneficiary's Life Expectancy.

(a) Spouse is Beneficiary. If the Participant's Spouse is the only Designated Beneficiary, the remaining life expectancy of the Spouse is calculated for each calendar year after the year of the Participant's death using the Spouse's age as of the Spouse's birthday in that year. For calendar years after the year of the Spouse's death, the remaining life expectancy of the Spouse is calculated using the age of the Spouse in the year of death, reduced by one for each subsequent year.

(b) Other Beneficiary. If the Designated Beneficiary is not the Participant's Spouse, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the Required Beginning Date and there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, the Minimum Distribution

for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(iii) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year shall be the quotient obtained by dividing the Participant's Vested Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined under (ii)(A)(2) above. Minimum Distributions determined in accordance with this provision will begin when required under (a)(ii) above.

(c) Definitions.

(i) Designated Beneficiary. "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 7.5 and is the designated beneficiary under Code Section 401(a)(9) and Regulations Section 1.401(a)(9)-4.

(ii) Distribution Calendar Year. A distribution calendar year is a calendar year for which a Minimum Distribution is required. For Minimum Distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to (a) above.

(iii) Life Expectancy. Life expectancy is the life expectancy determined from the Single Life Expectancy Table in Regulations Section 1.401(a)(9)-9.

(iv) Vested Account Balance/Valuation Calendar Year. The value of the Vested Account Balance shall be determined as of the last Valuation Date within the calendar year preceding the calendar year for which the distribution is made (the "Valuation Calendar Year"). The Vested Account Balance shall be increased by the amount of any Employer Contributions or forfeitures allocated to the Participant's accounts as of any later date in the Valuation Calendar Year and reduced by any amounts charged against such accounts as of any later date during the Valuation Calendar Year. For purposes of the preceding sentence, Employer Contributions that are not actually made to this plan during the Valuation Calendar Year may be excluded. The Vested Account Balance includes any amounts rolled over or transferred to this plan either in the Valuation Calendar Year or the calendar year for which the distribution is made if distributed or transferred in the Valuation Calendar Year.

7.5 Determination of Beneficiary.

A Participant's Beneficiary and successor Beneficiaries are determined under this section. The determination of a Designated Beneficiary under Section 7.4 is not only determined under this section but also is subject to and determined under Code Section 401(a)(9) and Regulations. A Participant may designate or change a Beneficiary by filing a signed designation with the Administrator in a form approved by the Administrator. The Participant's Will is not effective for this purpose.

(a) Beneficiary. "Beneficiary" means the Person designated by the Participant, or determined under this section, to receive the Participant's benefits from this plan after the Participant's death. The rules of this section apply to a designation by the Participant and in the absence of a valid designation or upon the failure of a designation by the Participant.

(b) Successor Beneficiaries. One or more successor Beneficiaries may be designated by the Participant or determined under this section.

(c) Married Participant; Spousal Consent. The Beneficiary of a married Participant shall be the Spouse unless the Participant elects a different Beneficiary and the Spouse consents to designation of a Beneficiary other than the Spouse. If the Spouse's consent is required and a married Participant designates or changes a Beneficiary to a Person other than the Spouse without the Spouse's consent, the designation will be void. A consent that permits further designations without consent is void unless the consent expressly permits such designations without additional spousal consent. A consent may limit a distribution to a specific Beneficiary and/or to a specific method of distribution.

(i) Consent. Consent by the Spouse must be voluntary and must acknowledge and accept the consequences of the designation of a Beneficiary other than the Spouse. Consent by the Spouse is irrevocable. The consent and acknowledgment must be witnessed by an individual designated by the Administrator or by a notary public. If the Spouse cannot be located or if any of the other exceptions set forth in Regulations issued under Code Section 417 apply, a consent is not required.

(ii) Spouse. Effective June 26, 2013, "Spouse" means the individual to whom the Participant is lawfully married under the laws of the domestic or foreign jurisdiction where the ceremony was performed. A former Spouse shall not be a Spouse or surviving Spouse except to the extent designated in a DRO.

(iii) Successors. Spousal consent is not required for the designation or determination under this section of successor Beneficiaries to the Spouse.

(iv) Change of Marital Status. An existing Beneficiary designation by a Participant will be void upon the Participant's subsequent marriage or remarriage unless the new Spouse consents to the designation.

(d) Default Determination. If a Participant fails to designate a Beneficiary, or if there is no Beneficiary or successor at the Participant's death or at any later payment date for the reason specified in (e) below or for any other reason, the Beneficiary shall be the surviving Spouse at the time of the Participant's death and the Spouse's estate with respect to any amount remaining undistributed at the subsequent death of the Spouse. If the Participant is not survived by a Spouse, the amount shall be paid in accordance with (f) below.

(e) Death of Beneficiary. If distribution to one Beneficiary is pending or has begun and the Beneficiary dies before complete distribution, the remaining amount shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. If distribution is pending or has begun to more than one Beneficiary, distribution shall continue to the survivor or survivors of them, and any amount remaining upon the death of the last survivor shall be paid to the successor Beneficiary designated by the Participant or, if no successor Beneficiary has been designated, to the Beneficiary determined under (d) above. Survivors shall include the issue of any deceased child who shall take the deceased child's share by right of representation.

(f) No Surviving Beneficiary. If a deceased Participant has no surviving Beneficiary or successor Beneficiaries as designated by the Participant or as determined under (d) above on the date of the Participant's death, or on any subsequent date on which a distribution is payable, the remaining balance shall be paid to the Participant's estate, if then under the active administration applicable probate or similar laws, or if not, to those Persons who would then take the Participant's personal property under the laws of the Participant's state of residence then in force, and in the proportions provided by those laws, as though the Participant had died at that time.

(g) Alternate Payee. An alternate payee awarded an independent benefit under this plan shall be considered a Participant for purposes of determining the alternate payee's Beneficiary under this section.

(h) Beneficiary Treated as Predeceased. A Beneficiary will be treated as having predeceased the Participant upon the occurrence of an event described in (i), (ii), or (iii) below.

(i) Disclaimer. A Beneficiary may disclaim all or any portion of the Beneficiary's interest in any payments from this plan. If a disclaimer is presented to the Administrator, the disclaimer will be recognized and the Beneficiary will be treated as having predeceased the Participant as to the portion disclaimed.

(ii) Slayer Rule. If a Beneficiary is convicted of murdering the Participant, the Beneficiary will be treated as having predeceased the Participant.

(iii) Simultaneous Death. If the Participant and the Participant's Beneficiary die simultaneously or under circumstances such that it is not possible to determine the order of death, and the Participant's beneficiary designation form does not address simultaneous death, the Beneficiary will be presumed to have predeceased the Participant.

(i) Determination. The Administrator shall apply the rules of this section to determine the proper Persons to whom payment should be made. The decision of the Administrator shall be final and binding on all Persons.

7.6 Facility of Payment.

A payment under this section shall fully discharge the plan from all future liability with respect to that payment.

(a) Incapacity. If a recipient entitled to a payment is legally, physically, or mentally incapable of receiving or acknowledging payment, the Administrator may direct the payment to the recipient; or, for the benefit of the recipient, to the recipient's legal representative or any other Person who is legally entitled to receive payments on behalf of the recipient under the laws of the state in which the recipient resides; or to a custodian for the recipient under any applicable uniform transfers to minors act.

(b) Legal Representative. There shall be no requirement to commence probate proceedings or to secure the appointment of a legal representative.

ARTICLE 8

Administration of the Plan

8.1 Duties, Powers, and Responsibilities of the Employer.

(a) Required. The Employer shall be responsible for:

(i) Payment of Employer Contributions. Paying, ceasing, or suspending Employer Contributions (including additional contributions or qualified nonelective contributions (as defined in Regulations Section 1.401(k)-6 and pursuant to the Employee Plans Compliance Resolution System (EPCRS) or any successor procedures issued by the Internal Revenue Service) to the extent necessary to correct an error in allocation, vesting, or distribution of a Participant's interest); and

(ii) Compliance. Determining that the amount and time of Employer Contributions comply with this plan.

(b) Discretionary. If not delegated to the Administrator, the Employer may exercise the following responsibilities:

(i) Amendment. Amending this plan;

(ii) Plan Termination. Revoking this instrument and terminating this plan; and

(iii) Mergers; Spin-offs. Merging this plan with another Code Section 403(b) plan or dividing this plan into multiple plans.

8.2 Employer Action.

An action required to be taken by the Employer may be taken by its Board of Trustees, a committee of the Board of Trustees, or by an officer authorized to act on behalf of the Employer.

8.3 Plan Administrator; Named Fiduciary.

"Administrator" means the individual who is the Vice President of Finance/Administrative Services. The Administrator is a named fiduciary for operation and management of this plan and shall have the responsibilities conferred by the laws of the State of Michigan upon the Administrator.

8.4 Administrative Committee.

(a) Appointment. The Employer may, but shall not be required to, appoint an administrative committee to perform certain functions involved in the daily operation of this plan.

(b) Agent; Powers and Duties. The administrative committee is an agent of the Employer and Administrator. The administrative committee shall have the powers and duties delegated to it by the Administrator.

(c) Not Fiduciary. Except to the extent the administrative committee is expressly delegated a fiduciary responsibility with respect to this plan, the administrative committee will be responsible to the Employer or Administrator for its actions and will not be a named fiduciary for operation and management of this plan.

(d) Membership. The number of members of the administrative committee shall be determined by the Employer. The Employer shall appoint the members of the administrative committee and may remove or replace them at any time.

(e) Records. The administrative committee shall keep records of its proceedings.

(f) Actions. The administrative committee shall act by a majority of its members then in office. Action may be taken either by a vote at a meeting or in writing without a meeting. Any or all members may participate in a meeting by a conference telephone, video, or similar electronic equipment. Actions of the administrative committee may be evidenced by written instrument executed by the chairman or the secretary of the administrative committee.

(g) Report to Administrator. The administrative committee shall report to the Administrator when requested with respect to the administration, operation, and management of this plan.

(h) Compensation. Any member of the administrative committee who is an Employee shall serve without compensation.

(i) Conflict of Interest. Any member of the administrative committee who is a Participant shall not vote or act on a matter that relates solely to that Participant. If that Participant is the only member of the administrative committee, the necessary action shall be exercised by the Administrator.

8.5 Duties, Powers, and Responsibilities of the Administrator.

Except to the extent modified by the applicable administrative policy and guidelines promulgated by the Employer from time to time or to the extent properly delegated, the Administrator shall have the following duties, powers, and responsibilities and shall:

(a) Agent for Service of Process. Serve as the agent for service of process;

(b) Funding Agent. Appoint one or more Funding Agents;

(c) Amendment and Termination. To the extent not executed by the Employer, amend this plan, and take responsibility for revoking this instrument and terminating this plan;

(d) Mergers; Spin-Offs. To the extent not executed by the Employer, merge this plan with another Code Section 403(b) plan or divide this plan into multiple plans;

(e) Investment Manager. If appropriate, appoint one or more Investment Managers, who shall have the power to acquire, manage, or dispose of any or all plan assets subject to:

(i) Functions. The functions of the Investment Manager shall be limited to those specified services and duties for which the Investment Manager is engaged;

(ii) Qualification. "Investment Manager" means a Person, as defined under PERSIA, who is either (1) registered as an investment adviser under the Investment Advisers Act of 1940; (2) a bank (as defined in the Investment Advisers Act of 1940); or (3) an insurance company licensed to manage, acquire, and dispose of assets of retirement plans under the laws of more than one state; and

(iii) Acknowledgment. An Investment Manager must acknowledge in writing that it is a fiduciary with respect to this plan;

(f) Investment Adviser. If appropriate, appoint one or more investment advisers to render advice or make recommendations with respect to any or all plan assets subject to:

(i) Functions. The function of an investment adviser shall be limited to those specified services and duties for which the investment adviser is engaged; and

(ii) Acknowledgement. When appropriate, an investment adviser must acknowledge in writing that it is a fiduciary with respect to this plan;

(g) Payment of Administrative Expenses. Pay administrative expenses (other than expenses for which a Participant is responsible) incurred in the operation, administration, management, and control of this plan (these expenses shall be the obligation of the plan unless paid by the Employer);

(h) Plan Interpretation. Interpret all provisions of this instrument (including resolving an inconsistency or ambiguity or correcting an error or an omission);

(i) Participant Rights. Subject to Section 8.10, determine the rights of Participants and Beneficiaries under the terms of this plan and communicate that information to the appropriate Funding Agent;

(j) Limits; Tests. Be responsible for determining that this plan complies with all limitations and tests under the Code and Regulations and maintain records necessary to demonstrate compliance with such limits and tests;

(k) Allocations and Vesting. Determine the amount of each eligible Participant's Compensation for the Plan Year, the contribution amount to be allocated to each eligible Participant, the amount and disposition of excess amounts, and a Participant's vested percentage;

(l) Errors in Participants' Accounts. Correct (to the extent possible, by making adjustments to the accounts) an error, including (but not limited to) errors in allocations of the Employer Contribution or investment experience, or in determination of vesting or distribution of a Participant's interest;

(m) Claims and Elections. Subject to Section 8.10, establish or approve the manner of making an election, designation, application, claim for benefits, and review of claims;

(n) Benefit Payments. Direct the Funding Agent as to the recipient, time of payment, and the elected form of distribution including selecting annuities;

(o) DRO Determination. Establish procedures to determine whether or not a domestic relations order issued by a competent state court is a DRO, to notify the Participant and any alternate payee of this determination, and to administer distributions pursuant to a DRO subject to:

(i) Alternate Payee. The alternate payee named in the DRO is the Spouse or former Spouse or a child or other dependent of the Participant; and

(ii) Reason for Distribution. The distribution relates to alimony, support of a child or other dependent, or a division of marital property;

(p) Administration Information. Obtain to the extent reasonably possible all information necessary for the proper administration of this plan;

(q) Recordkeeping. Establish procedures for and supervise the establishment and maintenance of all records necessary and appropriate for the proper administration of this plan, including procedures to identify and locate Persons entitled to benefits;

(r) Penalties; Excise Taxes. Report and pay any penalty tax or excise taxes incurred by this plan or the Employer in connection with this plan on the proper tax form designated by the Internal Revenue Service and within the time limits specified for the tax form;

(s) Advisers. Employ attorneys, actuaries, accountants, clerical employees, agents, or other Persons who are necessary for operation, administration, and management of this plan;

(t) Expenses, Fees, and Charges. Present to the Funding Agent for payment (if not paid by the Employer) or reimbursement (if advanced by the Employer) all reasonable and necessary expenses, fees and charges, including fees for attorneys, actuaries, accountants, clerical employees, agents, or other Persons, incurred in connection with the administration, management, or operation of this plan;

(u) Nondiscrimination. Apply all rules, policies, procedures, and other acts without discrimination among Participants; and

(v) Other Powers and Duties. Exercise all other powers and duties necessary or appropriate under this plan, except those powers and duties allocated to another named fiduciary.

8.6 Delegation of Administrative Duties.

The powers and duties of the Administrator set forth in Sections 8.1 and 8.5 may be delegated by the Employer, or by the Administrator (subject to any applicable Employer or legal limits on its authority to delegate), to another Person.

(a) In Writing. A delegation must be in writing and it shall specify (i) the date of the action and the effective date of the delegation; (ii) the responsibility delegated; (iii) the name, office, or other reference of each Person to whom the responsibility is delegated; and (iv) if a responsibility is delegated to more than one Person, the allocation of the responsibility among the Persons.

(b) Acceptance of Responsibility. The delegation of a fiduciary duty shall be communicated to the fiduciary to whom the responsibility is assigned, and written acceptance of the responsibility must be made by the fiduciary. The fiduciary will retain the responsibility until the fiduciary resigns or rejects the responsibility in writing, or the Employer or Administrator takes a superseding action.

(c) Conflict. If a delegate's powers or actions conflict with those of the Employer or Administrator, the powers of and actions of the Employer or Administrator will control.

8.7 Interrelationship of Fiduciaries; Discretionary Authority.

A Person may serve in more than one fiduciary capacity with respect to this plan.

(a) Performance of Duties. Each fiduciary shall act in accordance with this plan. Each fiduciary shall be responsible for the proper exercise of its powers and duties.

(b) Reliance on Others. Each fiduciary may rely upon the action of another fiduciary and is not required to inquire into the propriety of any such action.

(c) Discretionary Authority of Fiduciaries. Each fiduciary shall have full discretionary authority in the exercise of the powers, duties, and responsibilities allocated or delegated to that fiduciary under this instrument.

8.8 Compensation; Indemnification.

An Employee fiduciary who is compensated on a full-time basis by the Employer shall not receive compensation from this plan, except for reimbursement of expenses. The Employer shall indemnify and hold harmless each member of the Board of Trustees, administrative committee, and each Employee to whom fiduciary duties or other

responsibilities for the operation and administration of this plan have been assigned or delegated, from any and all claims, losses, damages, expenses, and liabilities arising from any action or failure to act with respect to any matter related to this plan. Indemnification shall not apply if the action or inaction is due to gross negligence or willful misconduct. The Employer may purchase and maintain liability insurance covering itself, any Related Employer, and any other Person against claims, losses, damages, expenses, and liabilities arising from the performance or failure to perform any power, duty, or responsibility with respect to this plan.

8.9 Fiduciary Standards.

Each fiduciary shall act solely in the interest of Participants and Beneficiaries:

(a) Prudence. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent Person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(b) Exclusive Purpose. For the exclusive purpose of providing benefits and paying expenses of administration; and

(c) Prohibited Transaction. To avoid engaging in a prohibited transaction under the Code unless an exemption for the transaction is available or obtained.

8.10 Benefit Applications; Appeal Procedures.

(a) Application for Benefits. The Administrator will process an application for benefits by a Participant or Beneficiary and provide written notification of the determination to the Participant or Beneficiary not later than 90 days after receipt of the application unless the Administrator determines that special circumstances require an extension of time for processing the application.

(b) Notification of Adverse Determination for Application. Notification of an adverse determination shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement outlining additional material or information necessary to enable approval of the claim and the reasons why such material is necessary; and (iv) an explanation of the appeal procedures.

(c) Appeal. Any Participant or Beneficiary asserting entitlement to a benefit different from the benefit approved by the Administrator in response to the application for payment, or who has received an adverse determination from the Administrator, whether relating to the amount, form of payment or time of payment, may, within 60 days after

notice of the determination, file a written appeal for a full and fair review by the Administrator.

(d) Final Decision. The Administrator shall render a final determination and provide written notification to the Participant or Beneficiary within 60 days after receipt of the appeal, unless the Administrator determines that circumstances require an extension of time for processing the appeal.

(e) Notification of Adverse Determination on Appeal. Notification of an adverse determination on appeal shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement of the Participant's or Beneficiary's right to reasonable access to, and copies of, all documents, records and information relevant to the claim at no cost; and (iv) an explanation of the additional appeal procedures, if any are available.

(f) Extensions. If the response time in (a) or (d) is extended, written notice of the extension must be provided within the original response period and the extension cannot be longer than the original response period – i.e., 90 or 60 days. Notice of the extension must specify the circumstances requiring the extension and the date by which the Administrator expects to complete the determination.

The initial and extended response times in (d) are automatically extended if appeals are processed by a committee or board that holds regular meetings at least quarterly.

(g) Authorized Representative; Hearings. A Participant or Beneficiary may designate an authorized representative to act on behalf of, or with, the Participant or Beneficiary at all stages of an appeal. There shall be no right to a hearing or other presentation before the Administrator or its committee. The Administrator or its committee may, in its sole discretion, require a hearing or other presentation if deemed necessary for full and fair review and adjudication of the claim.

(h) Seeking Review of a Claim in Court. Any claim or action filed in court with respect to the plan must be filed within the following time frames: (i) if the Administrator follows the procedures set forth above, a claim or action cannot be filed before the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) has exhausted the Participant's or Beneficiary's claim and appeal rights and such claim or action must be filed no later than one year after the date of the Administrator's written or electronic determination on the appeal of the claim; or (ii) if the Administrator does not follow the procedures set forth above, the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) shall be entitled to seek review of the Participant's or Beneficiary's claim in court and such claim or action must be filed no later than one year from the date the Participant or Beneficiary (or the Participant's or Beneficiary's duly authorized representative) filed the Participant's or Beneficiary's initial claim with the Administrator.

(i) Restriction on Venue. Any action or claim filed in court with respect to the plan must be filed with the Isabella County Trial Court in the State of Michigan.

8.11 Participant's Responsibilities.

All requests for action of any kind by a Participant or Beneficiary under this plan must be in writing, executed by the Participant or Beneficiary, and are subject to any other plan rules applicable to any specific type of request and any requirements of the Funding Agent.

8.12 Electronic Administration.

Notwithstanding the requirement set forth in this plan that certain transactions, notices, elections, consents and disclosures be evidenced in the form of written documentation, documentation for such transactions, notices, elections, consents or disclosures may be provided or obtained through electronic media to the extent consistent with Regulations and other guidance.

ARTICLE 9

Investment of Funds

9.1 Funding Vehicles.

Plan assets shall be held in Funding Vehicles and invested through those vehicles in investments complying with the terms, conditions, limitations, and restrictions imposed by PERSIA. "Funding Vehicle" means an arrangement offered by a Funding Agent and designated by the Administrator as available from time to time for this plan that conforms to the requirements of this plan and Code Section 403(b) and that is described in (a) or (b) below:

(a) Annuity Contract. A group or individual annuity contract (as defined in Code Sections 403(b)(1) and 401(g)) that is nontransferable by the Participant and meets all other requirements of Code Section 403(b); or

(b) Mutual Fund/Custodial Account. A group or individual custodial account (as defined in Code Section 403(b)(7)) invested in stock of a regulated investment company under Code Section 851(a) (mutual funds). A regulated investment company may include the common fund of a bank which has met the registration requirements of applicable Federal securities laws.

9.2 Commingled Principal and Income.

Plan assets may be commingled for investment without distinction between principal and income.

9.3 Participant Investment Direction.

Participants may choose among the Funding Vehicles and shall direct investments to the extent permitted in the selected Funding Vehicles.

(a) Commingling. Funds or assets invested at the direction of a Participant under this provision may be commingled with other funds or assets similarly invested by other Participants.

(b) Direction. Choice among Funding Vehicles and investment directions shall be given and changed by the means established by the Administrator from time to time. An investment direction shall remain in effect until modified or revoked or until the designated Funding Vehicle is no longer available. The Funding Agent may rely upon the investment direction and, to the extent not implemented by the direction itself, shall implement the direction by procedures established for that purpose. During any period in which there is a change in Funding Vehicles, the appropriate Funding Agent may hold contributions and other amounts in cash pending implementation of the conversion.

(c) Transfers Among Funding Agents. A Participant may transfer funds accumulated under this plan and redirect future contributions among the designated Funding Agents and their Funding Vehicles. All transfers are subject to the provisions, and any restrictions, of each Funding Vehicle. A transfer to any vendor that is not currently designated as a Funding Agent for this plan is prohibited. Enrollment with any Funding Agent must take place through the Funding Agent's designated representatives as contracted with the Employer or Administrator.

(d) Additional Terms and Conditions. The Administrator may formulate additional terms and conditions for selecting and changing Funding Vehicles and for giving and changing investment directions by the Participants as necessary or appropriate.

(e) Segregation. Subject to the rules and limitations agreed upon between the Administrator and the Funding Agent, each Participant may, as of a Valuation Date, or as soon as administratively feasible after the Valuation Date, direct the Funding Agent in writing to segregate the Participant's account for separate investment. Distributions pursuant to the terms of this plan shall not be affected by the segregation of the Participant's account. If, and to the extent, permitted by the Administrator, distributions from the segregated account may be made in cash or in kind as elected by the Participant.

(f) Limitation of Fiduciary's Responsibilities. No fiduciary of this plan shall be responsible for the investment performance of the assets of any Participant's account for which a Participant directs the investment.

(g) Beneficiary/Alternate Payee. To the extent a balance remains in the Participant's account following the death of the Participant, the Participant's Beneficiary shall have the same investment rights provided to the Participant as though the Beneficiary were the Participant. If an alternate payee is awarded an independent benefit under a DRO and the amount awarded is transferred from the Participant's account to an account established in the name of the alternate payee, the alternate payee shall be considered a Participant for purposes of directing the investment of the account in accordance with this section.

ARTICLE 10

Administration of Investments

10.1 Funding Agents.

"Funding Agent" means each insurance company or custodian (including their investment affiliates) designated to provide Funding Vehicles under the plan. A schedule of the Funding Agents and Funding Vehicles designated as currently available to Participants under this plan shall be attached to this plan and provided to Participants on request. An insurance company designated as a Funding Agent must be authorized to issue annuities in each state where the Employer does business and offer arrangements meeting the requirements of Section 9.1(a). A custodian designated as a Funding Agent must be a bank, or other person approved by the Secretary of Treasury, authorized to maintain custodial accounts meeting the requirements of Section 9.1(b). Subject to Section 1.3(b), Funding Agents shall have the powers and responsibilities specified in their respective Funding Vehicles and related documentation.

10.2 Information Sharing Agreements.

Each Funding Agent that receives contributions under this plan is required to agree that it will, when requested by the Employer, enter into an agreement with the Employer providing that, as long as it is a designated Funding Agent under the plan and, if it ceases to be a designated Funding Agent under the plan, for as long as it holds one or more Funding Vehicles that were issued under the plan, it will, at reasonable intervals, provide to the Employer and obtain from the Employer the following information:

(a) Compliance with Section 403(b). Information necessary for the resulting Funding Vehicle, or any other Funding Vehicle(s) to which contributions have been made by the Employer, to satisfy Code Section 403(b), including the following:

(i) Termination of Employment. Information whether the Participant's employment with the Employer is continuing and notice to the Funding Agent when the Participant's employment has terminated; and

(ii) Distributable Benefits. Information from the Funding Agent to the Employer or other current and former Funding Agents concerning the Participant's or Beneficiary's annuity contracts or custodial accounts, or qualified employer plan benefits, to enable any other Funding Agent to determine, to the extent applicable, the amount of any rollover accounts that are available to the Participant in order to satisfy the financial need requirement under any hardship withdrawal provision; and

(b) Other Tax Requirements. Information necessary in order for the Funding Vehicle, and any other Funding Vehicle(s) to which contributions have been made for the Participant by the Employer, to satisfy other tax requirements, including information concerning the Participant's or Beneficiary's tax basis in order for a Funding Agent to determine the extent to which a distribution is includable in gross income.

10.3 Limitation on Duties of Funding Agents.

(a) Participant Direction. To the extent that a Participant directs investment in or through a Funding Vehicle that continues to be available under Article 9, the Funding Agent may not exercise discretionary authority or control with respect to the selection or allocation of a Participant's account among investment choices. With respect to implementation of a Participant's investment directions, the duties of the Funding Agents are limited to the following:

(i) Custody and Protection. To act as custodian of the assets transferred to the Funding Agent, and to protect the assets in its custody from loss by theft, fire, or other cause;

(ii) Acquisitions. To acquire additional assets in accordance with the directions of the Participant;

(iii) Dispositions. To sell or otherwise dispose of assets in accordance with the directions of the Participant;

(iv) Authorized Actions. To take other authorized actions in accordance with directions of the Participant;

(v) Accountings. To account for and render accountings with respect to the assets (except for assets held by another Funding Agent); and

(vi) Ministerial and Custodial Tasks. To perform other ministerial and custodial tasks in accordance with the direction of the Participant.

(b) Transfer. If assets are transferred to another Funding Agent, that Funding Agent shall have, and the Funding Agent from which the assets are transferred shall no longer have, the foregoing duties and powers with respect to those assets.

10.4 Accounting.

The Funding Agent must maintain accurate and detailed records of all investments, receipts, disbursements, and other transactions. The records must be available for inspection at all reasonable times by Persons designated by the Administrator.

(a) Report. Each Funding Agent must prepare and furnish to Participants periodic statements of account.

(b) Judicial Settlement. A dispute concerning the records or statement of account may be settled by a suit for an accounting brought by a Person having an interest in the account.

10.5 Appointment, Resignation, and Removal of Funding Agent.

Unless otherwise stated in an agreement between the Administrator and the Funding Agent, the appointment, resignation, and removal of a Funding Agent shall be subject to the following:

(a) Appointment. The Administrator shall appoint one or more vendors as Funding Agents currently designated to receive contributions under this plan.

(b) Resignation. A Funding Agent may resign from receipt of future contributions and/or transfers by written notice to the Administrator at least 90 days prior to the effective date specified in the notice.

(c) Removal. The Administrator may remove a Funding Agent from receipt of future contributions and/or transfers by written notice to the Funding Agent at least 90 days prior to the effective date specified in the notice.

(d) Successor. The Administrator may but is not required to appoint a successor Funding Agent by written instrument with the acceptance of the successor endorsed on the instrument, provided, however, that there shall always be at least one Funding Agent designated by the Administrator for this plan.

10.6 Action.

Actions by a Funding Agent must be either by a resolution of its governing body or by a written instrument executed by an authorized individual.

10.7 Responsibility of Nonfiduciary.

A transfer agent, brokerage, clearing house or any other Person that is not a fiduciary with respect to this plan and who has paid money or delivered property to a Funding Agent shall not be responsible for its application or for determining the propriety of the actions of the Funding Agent concerning the money or other property.

ARTICLE 11

Amendment, Mergers, Successor Employer

11.1 Amendment.

The Employer may amend this plan. An amendment may be retroactive or prospective, in the sole discretion of the Employer, except where prohibited by the Code. An amendment may reduce or eliminate future contributions and may be made without the consent of any other Person, except that an amendment may not:

(a) Reduce Participant's Account. Decrease the amount credited to a Participant's account at the time of the amendment; or

(b) Reduce Vested Percentage. Reduce a Participant's vested percentage as of the later of the date of adoption of the amendment or the effective date of the amendment.

11.2 Amendment by Volume Submitter Practitioner.

(a) Authorized Amendments. Warner Norcross + Judd LLP is permitted to amend this plan on behalf of the Employer for changes in the Code, Regulations, revenue rulings, other statements published by the Internal Revenue Service (including model, sample, or other required good faith amendments, but only if their adoption will not cause the plan to be individually designed), and for corrections of prior approved plans. Warner Norcross + Judd LLP will inform the Employer of amendments made to the plan, including, but not limited to, any amendment to discontinue the plan.

(b) Termination of Authority. Warner Norcross + Judd LLP will no longer have the authority to amend the plan on behalf of the Employer as of the date the first of the following causes the plan to become individually designed:

(i) Individually Designed. The date the plan is otherwise considered an individually designed plan due to the nature and extent of amendments by the Employer; or

(ii) Revocation. The date the Employer revokes, or is deemed to revoke, this authorization to amend on behalf of the Employer by notification to Warner Norcross + Judd LLP that they will no longer represent the Employer with respect to the plan.

11.3 Plan Merger or Transfer.

This plan may be merged or consolidated, or its assets and liabilities may be transferred, in whole or in part, to another Code Section 403(b) plan if the following conditions are satisfied.

(a) Preservation of Account Balance. The Participant's account balance after the transfer would be equal to or greater than the account balance the Participant would have been entitled to receive immediately before the merger, consolidation, or transfer.

(b) Preservation of Distribution Restrictions. The transferee plan provides that, to the extent any transferred amounts are subject to any distribution restrictions under Regulations Section 1.403(b)-6, the amounts transferred will remain subject to the distribution limitations after the transfer.

(c) Authorization. The Employer or the Administrator (to the extent the Employer has delegated merger or spin-off authority to the Administrator) and any former or new or successor employer authorize the merger, consolidation, or transfer.

11.4 Successor Employer.

If the Employer is dissolved, merged, consolidated, restructured, or reorganized, or if the assets or control of the Employer are transferred, this plan may be continued by the successor, and in that event, the successor will be substituted for the Employer.

ARTICLE 12

Termination

12.1 Right to Terminate or Discontinue Contributions.

This instrument may be revoked and the plan may be terminated by the Employer or Administrator (if, and to the extent, the Employer has delegated termination authority to the Administrator). The Employer reserves the right to cease or suspend further contributions at any time.

12.2 Discontinuance of Contributions.

If the Employer determines that it is no longer possible or desirable to make contributions, it may, without terminating this plan, take appropriate action to permanently discontinue further Employer Contributions. Upon discontinuance of Employer Contributions, the accounts of all affected Participants will be nonforfeitable. This plan will remain in force, and the Administrator and the Funding Agent will continue to administer this plan under its provisions except for Employer Contributions.

12.3 Effect of Termination.

(a) Nonforfeitability. Upon termination, accounts of affected Participants shall be nonforfeitable.

(b) Distribution. Upon complete termination of this plan, the Administrator shall direct the Funding Agent to make distributions to affected Participants under Article 7 except as specified below.

(i) Alternative 403(b) Plan. If the Employer or Related Employer makes contributions to another Code Section 403(b) plan during the period beginning on the date of the termination of this plan and ending 12 months after all distributions have been made from the plan, the Participant's Vested Account Balance may not be distributed after plan termination unless less than 2% of the Employees who are Participants as of the date of the plan termination are eligible to participate in the other Code Section 403(b) plan during the period beginning 12 months prior to the date of termination and ending 12 months after all assets have been distributed.

(ii) Missing Participants. If a Participant cannot be located or efforts to communicate with the Participant fail to secure an election by the Participant, the Administrator will direct the Funding Agent to distribute the Participant's Vested Account Balance under (A), (B), or (C) below, as applicable.

(A) Another 403(b) Plan. The Participant's Vested Account Balance will be transferred to any other Code Section 403(b) plan maintained by the Employer or Related Employer.

(B) Purchase Annuity Contract. If another Code Section 403(b) plan is not maintained by the Employer or Related Employer, an annuity contract will be purchased with the Participant's Vested Account Balance. The annuity contract shall conform to the terms and limitations of this plan.

(C) Other Remedies. If the methods under (A) or (B) are not available or feasible for any reason, the Administrator, in its discretion, will direct the Funding Agent to transfer the Participant's Vested Account Balance to (1) the trustee or custodian of an individual retirement account designated by the Administrator, (2) an interest-bearing federally insured bank account established by the Administrator in the name of the Participant, or (3) a state unclaimed property fund in the state of the recipient's last known address. In determining the appropriate course of action for a particular account, the Administrator may consider differing factors such as the amount of the distribution, the expense involved, the Administrator's ability to establish an individual retirement account, and any other factors the Administrator reasonably concludes are relevant.

12.4 No Reversion of Assets.

The Employer may not receive an amount from the plan upon termination or discontinuance of contributions.

ARTICLE 13

General Provisions

13.1 Spendthrift Provision.

An interest in the assets of the plan shall not be subject to assignment, conveyance, transfer, anticipation, pledge, alienation, sale, encumbrance, or charge, whether voluntary or involuntary, by a Participant or Beneficiary except under a DRO or as permitted in (b) below.

(a) Not Security. An interest shall not provide collateral or security for a debt of a Participant or Beneficiary or be subject to garnishment, execution, assignment, levy, or to another form of judicial or administrative process or to the claim of a creditor of a Participant or Beneficiary, through legal process or otherwise.

(b) Offset/Felony. The interest of a Participant who is convicted of or enters a nolo contendere plea accepted by the court for a felony arising out of the Participant's service as a public employee may be offset by an order of the court in accordance with the Public Employee Retirement Benefits Forfeiture Act (Act 350 of the Michigan Public Acts of 1994).

(c) Attempts Void. Any other attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of benefits payable, before actual receipt of the benefits, or a right to receive benefits, shall be void. The plan shall not be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of a person entitled to benefits. The benefits and plan assets under this plan are not considered an asset of a Participant or Beneficiary in the event of insolvency or bankruptcy.

13.2 Effect Upon Employment Relationship.

The adoption of this plan does not create a contract of employment between the Employer and an Employee, confer upon an Employee a legal right to continuation of employment, limit or qualify the right of the Employer to discharge or retire an Employee at will, or affect the right of the Employee to remain in service after the Normal Retirement Date.

13.3 No Interest in Employer Assets.

Nothing in this plan shall be construed to give an Employee, Participant, or Beneficiary (including an alternate payee) an interest in the assets or the business affairs of the Employer, or the right to examine the books and records of the Employer. A Participant's rights are solely those granted by this instrument.

13.4 Benefits Payable by Funding Vehicles.

All benefits to which Persons become entitled to under this plan shall be provided only through Funding Vehicles and only to the extent of the value of those vehicles. No benefits are provided or paid directly by the Employer.

13.5 Construction.

The singular includes the plural, and the plural includes the singular, unless the context clearly indicates the contrary. Capitalized terms have the meaning specified in this plan. If a term is not defined, the term has the general, accepted meaning of the

term. Any period of time described in this plan consists of consecutive days, months, or years, as appropriate.

13.6 Severability.

If any provision of this plan is invalid, unenforceable, or disqualified under applicable state law, the Code, or Regulations, for any period of time, the remaining provisions shall remain in effect.

13.7 Governing Law.

This plan shall be interpreted, administered, and managed in compliance with the Code and Regulations. This plan shall also be interpreted, administered, and managed in compliance with the laws of the State of Michigan.

13.8 No Diversion.

The plan is established and must be administered for the exclusive benefit of Participants and their beneficiaries.

The Employer has executed this instrument this 5 day of November, 2019.

CENTRAL MICHIGAN UNIVERSITY

By Barrie Wilkes
Barrie Wilkes
Its VP Finance and Administrative Services

Employer

SCHEDULE A

(a) Original Plan. Central Michigan University ("University") originally established the Central Michigan University 403(b) Optional Retirement Plan, effective March 28, 1996.

(b) 2009 Restatement. The University restated the original plan on December 30, 2008, effective January 1, 2009. The name of the plan was changed to the Central Michigan University 403(b) Basic Retirement Plan.

(i) 2009-1 Amendment. The University amended the plan on October 26, 2009, to coordinate provisions with certain Funding Vehicles, effective January 1, 2009.

(ii) 2009-2 Amendment. The University amended the plan on November 24, 2009, to modify the definition of compensation, effective January 1, 2009.

(iii) 2014-1 Amendment. The University amended the plan on January 6, 2015, to reflect certain operational changes and changes required under the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008, generally effective July 1, 2014.

(c) 2019 Restatement. In accordance with Revenue Procedure 2017-18, the University amended and restated the plan by adopting a volume submitter 403(b) plan sponsored by Warner Norcross + Judd LLP ("WNJ") during the remedial amendment period applicable to a pre-approved 403(b) volume submitter plan, effective January 1, 2019.

SCHEDULE B

Funding Agents/Funding Vehicles

Teachers Insurance and Annuity Association of America (TIAA) has been designated as the Funding Agent for the plan. The Funding Vehicles are a custodial account as defined in Section 9.1(b) and an annuity contract as defined in Section 9.1(a).