Vanguard 403(b) Services Plan Specifications & Services Establishment Form

Non-ERISA Individual Custodial Accounts

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Employer: When the Employer opens an account, Ascensus Trust Company (the "Custodian") will ask for the Employer's official name, taxpayer identification number, business address, and other information that will allow the Custodian to identify the Employer. The Custodian may also ask to see the Employer's legal organizational documents or other identifying documents.

Employer Name Lincolnwood School District 74

Plan Name Lincolnwood School District 74 403(b) Plan

Effective Date of Recordkeeping Services 12/08/2025

Street Address 6950 N. East Prairie Road

City Lincolnwood State IL Zip 60712

Phone Number (847) 675-8234

Employer Contact Name Courtney Whited

Employer Email Address cwhited@sd74.org

Employer Tax ID 36-6004292 Plan Year End *(mm/dd)* 12/31

The Employee Retirement Income Security Act of 1974 (ERISA) regulates the operation of most pension plans, including 403(b)(7) plans. In general, if you're not a church, public school, or governmental entity, your plan is subject to ERISA. That means you'll need to follow strict reporting, disclosure, funding, maintenance, participation, and distribution guidelines, which are enforced by the U.S. Department of Labor. For more information, consult your legal counsel.

Third Party Administrator (TPA) Information

Company Name U.S. OMNI & TSACG Compliance Services

Contact Name Plan Support Services

Phone Number (888) 777-5827

Email Address plansupport@tsacg.com

TPA Aggregator ID LINCOILB4594

Plan Advisor Information

Advisor for Plan? ☐ Yes ☒ No

Firm Name

Advisor Name

Phone Number

Email Address

Advisor CRD Number

Plan Features

Contributions *(check all that apply)*

- ☒ Employee Pre-Tax Contributions
- ☒ Employee Pre-Tax Rollover
- ☒ Roth Deferral
- ☒ Roth Rollover
- ☒ Catch-up Contribution
- ☒ Special Catch-up Contribution
- ☐ Employer Matching
- ☒ Employer Contribution
- ☒ Contract Exchanges IN
- ☒ Plan to Plan Transfers IN

Distributions *(check all that apply)*

- ☒ Termination of Employment, Retirement, Disability and Age 70 ½ or older
- ☒ Age 59 ½ (paper forms)
- ☐ Age 59 ½ (online – no approval required)
- ☒ Hardship Withdrawal
- ☒ In-Service Rollover
- ☒ Contract Exchanges OUT
- ☒ Plan to Plan Transfers OUT

By default, all distribution transactions, with the exception in In-Service Rollover, will be setup to liquidate funds prorate across all money types.

Loans Allowed? ☒ Yes ☐ No

The Vanguard 403(b) Services program does not support loans for public schools in the state of Texas.

Select a Loan Policy

☐ Standard Loan Policy

- One loan at a time
- $1,000 minimum
- Interest Rate = Prime +1%
- Available from all money types
- General purpose only (60 months maximum duration)
- Repaid monthly via ACH Direct Pull on the 20th of first business day following

☒ Custom Loan Policy *(Standard Loan Policy with the following exceptions)*:

- ☒ Maximum number of loans at a time: 99
- ☒ Minimum loan amount: $1,000
- ☒ Interest Rate: Prime +1%
- ☒ Money Types allowed: All Source Types
- ☒ Primary residence loans: ☒ Yes ☐ No
- ☒ Maximum duration for primary residence loans *(months)*: 360

Vesting: All Money Types are 100% vested

☒ Yes

☐ No. Vesting schedules listed below per money type

Normal Retirement Age is 65

In Plan Roth Conversions ***(check both if both apply)***

☐ **Coinciding with Distributable event**

- ☐ All Money Types allowed
- ☐ Only the following Money Types allowed: _____

☒ **Anytime (Premature)**

- ☒ All Money Types allowed
- ☐ Only the following Money Types allowed: _____

Additional Information

Signature of Employer

I understand that under the Vanguard 403(b) Services Program, The Vanguard Group, Inc. ("Vanguard") will provide recordkeeping services for the Plan through its arrangement with Newport Group, Inc., and that Ascensus Trust Company will serve as the custodian of the Plan's custodial account(s).

I have read and hereby agree to the terms contained in the Vanguard 403(b) Services Administrative and Recordkeeping Service Description, as amended, the Information Sharing Agreement and 403(b)(7) Individual Custodial Account Agreement with Ascensus Trust Company, if applicable.

In addition to this Establishment Form, I understand that I must also review and execute, on behalf of the Employer, such other forms as requested by Vanguard to establish the Plan on its recordkeeping platform.

I certify that I am a duly authorized representative of the Employer with the authority to establish 403(b) services for the Plan with Vanguard and to bind the Employer to all of the terms contained in this Establishment Form and in the other documents referenced above. By signing below, I authorize Vanguard to share Plan data with the Third Party Administrator identified elsewhere, if applicable.

If the Plan is subject to ERISA, the Employer acknowledges that in advance of the execution of this Establishment Form, a responsible Plan fiduciary has received and agrees to fee disclosure information with respect to services and fees of Vanguard, Newport Group, Inc., Ascensus Trust Company, and their respective affiliates.

_____

Printed name of authorized representative | Title

_____

Signature of authorized representative of employer | Date

Fee Schedule and Allocation Form

Plan name Lincolnwood School District 74 403(b) Plan (the "Plan")

Effective date _____

Recordkeeping, administration and custody services[1]	**Per participant**
☒ Charged to participant accounts *(per capita)* ☐ Invoiced to employer	$100 per year

If invoiced to employer is selected, the fee will be automatically deducted on or about the 20th calendar day of the month following the invoice date from the banking account identified on the ACH Authorization Form for Recordkeeping Fees. If Employer does not check a payment option, Employer will be deemed to have selected Charged to participant accounts (per capita).

Will the plan debit any forfeiture account balance for Vanguard Services Fees and other eligible Plan-related expenses?
☐ Yes ☐ No

Other transaction fees will apply effective 4/1/2025 as follows	
Overnight check	$30
Participant Search	$7 per participant located
Stop payment/check reissuance	$35

Transactions – charged to participant accounts per occurrence *(if applicable)*	
Loan setup	$50
Annual loan maintenance	$25
Domestic Relations Order – When reviewed and qualified by Vanguard	$750 per review ☐ Yes ☒ No

Plan events – invoiced to employer	
Onsite enrollment & education services	$750 per day plus expenses
Plan termination or deconversion	$750

Revenue sharing *(applicable to Group Custodial Accounts only)*:
Vanguard mutual funds do not pay revenue sharing. However, if your plan includes non-Vanguard mutual funds, those funds may pay revenue sharing (e.g., 12b-1 fees and/or shareholder servicing fees) for services provided to those mutual funds. One or more third parties, which may be affiliates of Ascensus, LLC, will receive a fee equal to five percent (5%) of any revenue sharing paid by a fund as compensation for collecting that revenue sharing and remitting the net amount as elected below. Revenue sharing can be credited to either an Administrative Fee Credit Account (AFCA) or to Plan assets.

The Employer must select one of the following two options:

☒ **Plan assets.** Revenue sharing is credited to participant accounts in proportion to participant account balances for any given investment as soon as administratively feasible after the revenue has been received.

☐ **Revenue crediting.** Vanguard Service Fees will be debited from the AFCA. The Employer will direct Vanguard as to any additional Plan-related expenses (other than financial advisor fees, which are addressed in the Advisor Fee Options and Elections section) to be paid from the AFCA. Vanguard will process such plan-related expenses based on the instructions below unless Employer provides different instructions for a particular expense. It shall be the Employer's sole responsibility to determine the appropriateness of the fees paid from the AFCA and the extent to which such arrangements should be disclosed to Plan participants. Neither Vanguard nor its affiliates shall have any discretion or control with respect to the AFCA. To the extent the amounts credited to the AFCA exceed the fees submitted for payment from such account, the excess Administrative Fees may be allocated to the accounts of participants on a pro rata basis as directed by the Employer. If forfeitures was elected to be used for fees above, AFCA will be debited prior to the forfeiture account.

Will the plan debit AFCA for Vanguard Service Fees and other eligible Plan-related expenses?
☐ Yes ☐ No

[1]Retirement plan recordkeeping and administrative services are provided by The Vanguard Group, Inc. (VGI). VGI has entered into an agreement with Newport Group, Inc., to provide certain plan recordkeeping and administrative services on its behalf some or all of which may be provided by Ascensus, LLC, an affiliate of Newport Group, Inc.. Neither Newport Group, Inc. nor Ascensus are not affiliated with Vanguard Marketing Corporation, The Vanguard Group, Inc., or any of its affiliates. Ascensus is a registered trademark of Ascensus, LLC.

4. Signature of employer:

Employer agrees to pay OMNI/TSA fees from the plan's assets, as elected above.

By signing this TPA Billing Authorization Agreement, the undersigned Employer acknowledges and agrees that (1) it is solely responsible for assessing and concluding that remuneration paid to OMNI/TSA is reasonable under applicable laws, rules and regulations, and that the use of plan assets to pay OMNI/TSA is consistent with all applicable laws; (2) it is has determined the allocation of OMNI/TSA fees, if applicable, complies with applicable law; and (3) if applicable, it has made or will make appropriate timely disclosures to participants regarding the allocation of the OMNI/TSA fees described herein. Vanguard shall have no responsibility to calculate or verify the fees of OMNI/TSA that are invoiced or directed to be paid under this agreement.

Any changes to the information in this Agreement or termination of this Agreement, shall be communicated by the Employer to OMNI/TSA. Fees authorized to be paid pursuant to this Agreement shall be agreed upon between the Employer and OMNI/TSA. OMNI/TSA shall communicate such change related to information, termination or fees to Vanguard in writing, and Vanguard is hereby directed to accept such information from OMNI/TSA as direction from the Employer. If the Employer terminates this Agreement and fees continue to be withheld, the Employer shall contact OMNI/TSA for remediation. This Agreement shall be effective immediately and will be implemented by Vanguard with the first billing cycle following proper notification from OMNI/TSA.

Billing disputes shall be resolved directly between the Employer and OMNI/TSA. Vanguard shall have no liability for processing TPA fee payments in accordance with the terms of this Agreement and the Employer agrees to indemnify and hold harmless Vanguard for any losses to which it may become subject in connection with any matter arising out of this Agreement, except to the extent such losses were the result of Vanguard's gross negligence or willful misconduct in performing its obligations under this Agreement.

Employer signature	Print name	Date

5. Signature of OMNI/TSA:

OMNI/TSA shall indemnify, defend and hold harmless Vanguard from, against, for and in respect of indemnified costs imposed upon, incurred by or asserted against Vanguard, except to the extent that such indemnified costs result from (i) Vanguard's negligence or willful misconduct or Vanguard's breach of this Agreement. Indemnified costs include claims, demands, judgments, fines, damages, or losses which are imposed on, incurred by, or asserted against Vanguard in connection with the deduction of fees from participant accounts performed under this Agreement. Indemnified costs include, without limitation, reasonable expenses, fees (including reasonable attorney's fees) and other reasonable costs of litigation, including the foregoing arising out of any threatened, pending, or completed claim, action, suit, or proceeding whether civil, criminal, administrative, or investigative. Indemnified costs also include all reasonable costs incurred by Vanguard as a third party to litigation related to this TPA Billing Authorization Agreement, including but not limited to, witness preparation, records research and reporting, and reasonable attorney's fees.

OMNI/TSA signature	Print name	Date

Vanguard®

TPA Billing Authorization Agreement

Plan name: Lincolnwood School District 74 403(b) Plan **(the "Plan")**

Employer name: Lincolnwood School District 74 **(the "Employer")**

1. Third Party Administrator (TPA) information:

TPA firm name			Contact name	
US OMNI & TSACG Compliance Services			Plan Support Services	
Street address 73 Eglin Parkway NE, Suite 202	City Fort Walton Beach		State Florida	Zip 32458
Daytime telephone number (888) 777-5827	Fax	E-mail plansupport@tsacg.com		

2. TPA administration fees:

a) The Employer hereby directs The Vanguard Group, Inc. ("Vanguard") to deduct an annual fee in the amount designated by OMNI/TSA per participant with an account balance from the Plan's assets and cause such fee to be paid directly to OMNI/TSA.

b) Vanguard is authorized to accept the representation of OMNI/TSA as to the amount and frequency of billing as agreed to between the Employer and OMNI/TSA without further authorization of the Employer.

c) The Employer directs Vanguard to pay OMNI/TSA fees on a per capita basis, by charging an equal fixed dollar amount to each plan participant* based on records submitted to Vanguard by OMNI/TSA. For Plans participating in the Preferred Provider Program ("P3"), only participants actively contributing to the Plan during the billing period will have fees deducted.

d) In the event a participant has less than the fixed fee in his or her account, the Employer directs Vanguard to deduct the remaining balance of the account, bringing the account to zero.

e) Billing for TPA services rendered shall be conducted in arrears, with charges being invoiced at the end of each billing cycle for the prior period.

Note: If your plan is subject to ERISA and there is a change that will impact how fees are allocated to participant accounts or the amount of such fees, the Employer must work with OMNI/TSA to notify participants. The effective date of this change must comply with ERISA's participant disclosure requirements, which require 30-90 days advance notice. As billing is conducted in arrears, Vanguard will not be aware of these changes until they have already taken effect.

3. TPA Banking Information:

Employer authorizes Vanguard to initiate credit entries to the OMNI/TSA banking account noted below and to credit the same to such account under U.S. law:

Financial Institution: **JP Morgan Chase Bank**

Financial Institution Address: **695 Route 46 West**

City/State/Zip: **Fairfield, NJ 07004**

ABA routing number: **021000021**

Account number: **215319917**

Type of account: ☒ Checking ☐ Savings

By signing below, I hereby authorize and direct Vanguard to accept and act upon instructions outlined in this form. I acknowledge that this form supersedes in its entirety any prior Fee Schedule and Allocation Form previously filed with Vanguard. With respect to any fees that are invoiced to the employer as provided above and that remain unpaid for more than 60 days from the date thereof, I hereby irrevocably authorize Vanguard to allocate such fees pro rata to participant accounts and to deduct such amounts from plan assets, to the extent permitted by applicable law.

Printed Name _____ Title_____

Employer signature _____ Date_____

Vanguard 403(b) Services Administrative and Recordkeeping Service Description

ARTICLE I: DEFINED TERMS

The following terms when used herein with initial capital letters shall be defined as follows:

1.1 Account. The 403(b) custodial account established pursuant to the Custodial Agreement.

1.2 Custodial Agreement. The 403(b)(7) Individual or Group Custodial Account Agreement entered into with the Custodian, either by the Employer to hold assets of the Plan or by a Participant to hold the assets of the Participant under the Plan.

1.3 Custodian. Newport Trust Company, a New Hampshire chartered trust company, and any successor thereto.

1.4 Data. The information supplied by the Employer, or its representatives or agents, as the case may be, to Vanguard as required by Vanguard to perform the Services under this Service Description. Data includes Employer Confidential Information as defined below.

1.5 Direction. The instructions received by Vanguard from the Employer, or its authorized representative(s), in connection with or incidental to the performance of Services hereunder.

1.6 Employer. The entity identified in the Employer Establishment Form.

1.7 Employer Agreements. The Vanguard 403(b) Services Establishment Form, Group Custodial Agreement (if applicable), Information Sharing Agreement, and such other agreements, forms and documents that Vanguard requires the Employer to execute in order to establish the Plan on Vanguard's Recordkeeping Platform.

1.8 Employer Confidential Information. All information provided by or on behalf of the Employer or the Plan (including by any Participant), either identified (whether orally or in writing) as being proprietary or confidential, or which is reasonably or customarily considered to be proprietary or confidential. Employer Confidential Information includes Participant Personal Information as defined below. Employer Confidential Information does not include information that: (1) is in the public domain through no fault or breach of confidentiality by Vanguard; (2) was known by Vanguard prior to its disclosure by the Employer and was not obtained in such circumstances subject to a requirement of confidentiality; or (3) was developed independently of, and without the use of or access to, any Employer Confidential Information received pursuant to this Service Description.

1.9 ERISA. The Employee Retirement Income Security Act of 1974, as amended, including any regulations issued thereunder.

1.10 Exempt Plan. A Plan that is exempt from ERISA solely by reason of 29 CFR 2510.3-2(f).

1.11 Participant(s). A past or current employee of the Employer who has an Account under the Plan that has not been completely distributed to him or her, and any such employee's designated beneficiary or alternate payee.

1.12 Participant Personal Information. Nonpublic personally identifiable information specific to a Participant that is: (1) disclosed to Vanguard by the Employer or its personnel or by a Participant in connection with or incidental to the performance of services for or on behalf of the Employer pursuant to this Service Description; or (2) derived by Vanguard from the information described in (1) above.

Participant Personal Information includes, to the extent applicable, all information relating to a Participant which would be considered "nonpublic personal information," as such term is defined in the Gramm-Leach-Bliley Act of 1999 and Securities and Exchange Commission Regulation S-P, 17 CFR Section 248.3(t).

1.13 Plan. Each plan(s) identified in the Employer Establishment Form and which satisfies the requirements of section 403(b) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

1.14 Recordkeeping Platform. The system or systems used as the system of record for account and transaction processing details for the Plan and Participants.

1.15 Service Description. This Vanguard 403(b) Services Administrative and Recordkeeping Service Description and any exhibits or schedules attached hereto, as the same may be amended and in effect from time to time.

1.16 Services. The services described in Schedule A attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

1.17 Vanguard. The Vanguard Group, Inc. and its authorized representatives.

1.18 Vanguard Confidential Information. All information provided by Vanguard, either identified (whether orally or in writing) as being proprietary or confidential, or which is reasonably or customarily considered to be such, including, but not limited to, trade secrets, business activities and strategies, service offerings, customer information, financial information and fee structures, Vanguard Intellectual Property, policies and procedures, reports and information on Vanguard's security practices and control environment, technical information, tools and calculators, system information and programming techniques, and other proprietary information. Vanguard Confidential Information does not include information that: (1) is in the public domain through no fault or breach of confidentiality by the Employer (2) was known by Employer prior to its disclosure by Vanguard and was not obtained in such circumstances subject to a requirement of confidentiality; or (3) was developed independently of, and without the use of or access to, any Vanguard Confidential Information received pursuant to this Service Description.

1.19 Website. The website(s) made available by Vanguard from time to time to support and facilitate online Employer and Account inquiries, transactions, approvals, recordkeeping and administration.

ARTICLE II: VANGUARD'S SERVICES

2.1 Role of Recordkeeper. Vanguard shall have the responsibility to perform only those Services identified in this Service Description or as otherwise agreed to in writing or by means of a secure electronic medium between the Employer and Vanguard. The Employer acknowledges and agrees that Vanguard, in performing its duties under this Service Description, shall not be a fiduciary within the meaning of ERISA or other applicable law. Vanguard shall not have or exercise any discretion with respect to the management and administration of the Plan or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any Participant in the Plan to benefits under the Plan. Vanguard shall not have or exercise any control or authority with respect to any assets of the Plan, including the investment or disposition thereof. All discretion and control with respect to the terms, administration, or assets of the Plan shall remain with the Employer and such other of the Plan's fiduciaries and their authorized representatives as the Employer may from time to time identify to Vanguard. Notwithstanding anything to the contrary in this Section 2.1, if the Plan is an Exempt Plan, neither Vanguard nor the Employer shall make any discretionary decisions which would exceed the safe harbor limitations on employer involvement set forth in 29 CFR 2510.3-2(f).

2.2 Services. Vanguard shall perform the Services in accordance with the terms and conditions of this Service Description and Directions received by it from the Employer and its authorized representative(s). The Employer hereby adopts the procedures and policies set forth herein on behalf of the Plan and by using this Service Description provides Direction that the Services be provided within the framework of such policies and procedures, unless otherwise agreed to in writing by the parties.

Any statements, disclosures or reports to be delivered by Vanguard to the Employer pursuant to the Service Description shall be made available by posting to the Website and via such other means as Vanguard may make available from time to time.

2.3 Use of Third Parties. Vanguard may, from time to time, engage one or more third parties or agents to perform certain of the Services or otherwise assist Vanguard in its plan recordkeeping and related operations. The Employer acknowledges that Vanguard will share Data and other information about the Plan to the extent necessary for such third parties or agents to perform or support the obligations of Vanguard and as permitted in Article VII of this Service Description. Vanguard shall remain fully responsible for the provision of any Services performed by such third parties or agents.

2.4 No Tax or Legal Advice. In connection with the performance of the Services, Vanguard may provide information regarding changes in laws, regulations or other precedents that may impact the Plan. Vanguard will not be deemed to be providing legal or tax advice. The Employer should obtain such legal and tax advice as the Plan may require from third parties.

ARTICLE III: PLAN INVESTMENT ALTERNATIVES

3.1 Selection of Investment Funds. Except as otherwise provided herein, the Employer (or other fiduciary of the Plan as the Employer shall designate) will select the investment options to be made available under the Plan from the universe of investment options available to the Plan on the Recordkeeping Platform (as further detailed in this Section 3.1). Vanguard shall have no responsibility for the selection of Plan investment options or for rendering investment advice or recommendations to any person in connection with the selection of Plan investment options. If no affirmative investment selection has been made, the Plan investment options will be the core Vanguard mutual funds made available to 403(b) plans that establish Accounts with the Custodian. Except as otherwise provided herein, the Employer represents and warrants to Vanguard that each fiduciary that it designates to Vanguard as responsible for Plan investment option selection and monitoring, and in the absence of such designation, the Employer itself (the "**Investment Fiduciary**"), has the exclusive authority and discretion to select and monitor the investment options available under the Plan, including a qualified default investment alternative, commonly referred to as a QDIA, if applicable. The Investment Fiduciary shall notify Vanguard in writing of investment option selections and of any changes. Vanguard accepts no responsibility for and shall not exercise any authority or control over the selection, monitoring or replacement of Plan investment options. Notwithstanding anything to the contrary in this Section 3.1, the Employer shall not be required to make selections, and shall not be deemed to have made representations or warranties otherwise provided herein, if the Plan is an Exempt Plan.

3.1.1 ***Plans Utilizing A Group Custodial Agreement***: The available investment options to the Plan include all Vanguard and non-Vanguard mutual funds available on the Recordkeeping Platform, and any annuity contracts within the meaning of Code Section 403(b)(1) that are made available to the Plan on the Recordkeeping platform.

3.1.2 ***Plans Utilizing Individual Custodial Agreements***: The available investment options to the Plan include all Vanguard mutual funds available on the Recordkeeping Platform.

3.2 Removal of Funds. Vanguard may, from time to time, delete one or more funds from the platform of investment options available on the Recordkeeping Platform and/or substitute new funds in place of one or more of the funds available on the Recordkeeping Platform. Vanguard will endeavor to provide the Employer and any Investment Fiduciary with at least 60 days' advance written notice of any such change, but in any event notice shall be provided no later than the date the change becomes public knowledge.

When applicable, the Investment Fiduciary shall select a new replacement fund from among those made available on the Recordkeeping Platform and shall provide Vanguard with instructions as to the disposition of the Plan's interest in the deleted or substituted fund and the investment of future contributions allocated to the deleted or substituted fund in the event Participants do not provide exchange or contribution allocation instructions by the effective date of the fund deletion or substitution. If the Investment Fiduciary has not selected a new replacement fund by the effective date of the fund

deletion or substitution, the Investment Fiduciary will be deemed to have directed (i) the deletion of the deleted fund and the addition of the new substitution fund (if any) as an investment option for the Plan. (ii) the redemption of the Plan's interest in the deleted fund and investment of the redemption proceeds in the substitution fund (if any) in the event Participants do not provide exchange instructions, and (iii) the investment of contributions allocated to the deleted fund in the substitution fund (if any) in the event Participants do not provide updated contribution allocation instructions. If there is no substitution fund and the Investment Fiduciary has not selected a replacement fund by the effective date of the fund deletion, and Participants do not provide exchange instructions and/or updated contribution allocation instructions by the effective date of the fund deletion, the Investment Fiduciary will be deemed to have directed (i) the deletion of the deleted fund, (ii) the redemption of the Plan's interest in the deleted fund and investment of the redemption proceeds in accordance with the provisions of paragraph 3.3 relating to contributions and other assets for which Participants do not provide investment instructions, and (iii) the investment of contributions allocated to the deleted fund in accordance with the provisions of paragraph 3.3 relating to contributions and other assets for which Participants do not provide investment instructions. Employer acknowledges that Vanguard does not act as a fiduciary under ERISA with respect to any changes Vanguard may make to the options available on the Recordkeeping Platform.

3.3 Participant Investment Direction. If Participants and Beneficiaries have the right to direct the investment of their Plan accounts, their investment instructions shall be delivered to Vanguard, who shall receive and remit such investment directions to the Custodian. Participants and Beneficiaries shall be solely responsible for investment losses that may occur as the result of such directions. If a contribution, rollover, contract exchange, or plan-to-plan transfer is not accompanied by investment instructions or if the investment instructions are unclear, incomplete, or not in good order, the Participant shall be deemed to have directed that the contribution, rollover, contract exchange, or plan-to-plan transfer be invested in accordance with the contribution allocation instructions currently in effect for his or her ongoing contributions. If no contribution allocation instructions are currently in effect, the Participant shall be deemed to have directed that such amounts be invested in the Vanguard Target Retirement Fund (or any similar fund into which such fund may be merged) that corresponds with the Participant's approximate year of retirement, assuming the approximate year of retirement is the year the Participant reaches age 65. If the Participant does not provide his or her birth date to the Recordkeeper, the Participant shall be deemed to have directed that such amount be invested in the Vanguard Target Retirement Income Fund (or any similar fund into which such fund may be merged). Notwithstanding the foregoing, except with respect to an Exempt Plan, the Employer may direct that such amounts be defaulted into a different investment, as agreed upon with the Recordkeeper. Further, notwithstanding anything to the contrary in this paragraph, in the event a Vanguard® Mutual Fund becomes unavailable as a result of a fund action (e.g., a fund closure) such that future contributions and/or current balances must be re-allocated to another Mutual Fund, and the Participant does not provide investment instructions with respect to such contributions or current balances (and the Employer has not, with the agreement of the Recordkeeper, designated a fund to which existing balances and/or future contributions are to be invested), the Participant shall be deemed to have directed that such amounts be invested in and/or re-allocated to the Vanguard Federal Money Market Fund.

3.4 Investment Information. Vanguard shall deliver (or cause to be delivered) mutual fund prospectuses, prospectus updates, and fund financial statements and shareholder reports, to participants and beneficiaries who invest in a fund. Vanguard shall also make such fund prospectuses, fund fact sheets, and other publicly available fund information available to participants and beneficiaries electronically. Further, if requested by the Custodian, Vanguard shall deliver, or cause to be delivered, proxy voting materials to beneficial owners.

3.5 Participant Fee Disclosure. For Plans subject to Title I of ERISA, to assist the Plan in fulfilling its duties under ERISA regulation Section 2550.404a-5, Vanguard will prepare the initial notice, annual notice and change notices, based on information from the recordkeeping system about the Plan. The Employer will be responsible for distributing the notices to all impacted Participants or as otherwise required by applicable law.

ARTICLE IV: DIRECTION

4.1 General. The Employer shall provide Vanguard the names of the person(s) who shall be authorized to provide Directions to Vanguard and any limitations on the authority of such person(s). In the absence of a written list of authorized representative(s), Vanguard shall be authorized to accept Directions from any officer of the Employer.

4.2 Reliance on Direction. In performing its obligations under this Service Description, Vanguard shall be entitled to rely upon any Direction supplied by the Employer or its authorized representative(s). Vanguard shall have no obligation to act upon any Direction that is not received in a form and in a manner that is sufficiently explicit and unambiguous for Vanguard to act without discretion and shall have no responsibility to inquire into any Direction's (1) accuracy, (2) ongoing validity, (3) compliance with the terms of the Plan, or (4) effect for tax purposes or otherwise. If, and to the extent that Vanguard or any of its affiliates acts or refrains from acting based on reasonable reliance on any Direction supplied by the Employer or its authorized representative(s), Vanguard shall be relieved of any liability arising therefrom and such act or inaction shall not constitute a breach or nonperformance of this Service Description. Vanguard shall have no liability for any failure to act in the absence of a timely Direction from the Employer or other authorized representatives designated to Vanguard by the Employer.

4.3 No Discretionary Direction for Exempt Plan. Neither this Article IV nor or any other provisions of the Service Description shall be construed to require an Employer to provide Directions to Vanguard that would cause an Exempt Plan to lose its exempt status.

ARTICLE V: EMPLOYER RESPONSIBILITIES

5.1 Compensation. The Employer shall compensate, or shall cause Vanguard to be compensated, for the Services in accordance with its schedule of compensation in effect when such Services are rendered. At its election, the Employer may direct that such compensation be charged against the assets of the Account(s) which shall be reflected on the Plan records.

5.2 Plan Compliance. The Employer shall be solely responsible for (1) updating and maintaining the Plan document, (2) filing for and obtaining all necessary qualification letters, if applicable, (3) ensuring that the Plan document conforms with applicable law, and (4) ensuring that the terms of the Plan do not conflict with the terms of the Custodial Agreement or the terms of this Service Description. In order to provide the Services hereunder, the Employer understands that Vanguard may request information on the provisions of the Plan from time to time.

5.3 ERISA Plan. In the event the Account is being maintained pursuant to a plan subject to Title I of ERISA, the Employer understands and agrees that it is responsible for ensuring that the Plan complies at all times with the requirements of ERISA.

5.4 Contributions. With respect to Participant contributions and loan repayments that are made via payroll deduction, the Employer shall be solely responsible for depositing such contributions and loan repayments to the Accounts within a period that is not longer than is reasonable for the proper administration of the Plan, but in any case no later than the period specified by the Plan or provided by applicable law, if sooner. The Employer shall be solely responsible for monitoring the timeliness of Plan contributions and loan repayments and for taking any action to recover delinquent contributions or loan repayments on behalf of the Plan. Vanguard assumes no responsibility hereunder for monitoring the timeliness of Plan contributions or loan repayments or for taking any action to recover delinquent contributions and loan repayments on behalf of the Plan.

5.5 Other Responsibilities. The Employer shall be solely responsible for performing or causing to be performed all responsibilities and duties in respect of the administration or operation of the Plan other than the Services described herein; provided, however, the Employer shall not exercise discretionary authority over the administration or operation of an Exempt Plan.

5.6 Review. The Employer agrees to promptly review all reports prepared and delivered to the Employer by Vanguard, and to report any inaccuracies, errors or omissions in such reports within sixty (60) days or, if earlier, prior to any filing deadline applicable to such reports. If the Employer does not, within sixty

(60) days after the date of any such report, notify Vanguard in writing of any inaccuracies, errors or omissions in such report, such report shall be deemed complete, accurate and duly approved by the Employer.

5.7 Provision of Data. The Employer shall provide Vanguard with accurate and complete Data necessary to properly perform the Services in a timely manner. The Employer is responsible for ensuring that such Data is complete and accurate and shall promptly inform Vanguard in writing of any changes to or errors in the Data that may affect Vanguard's obligations under this Service Description. In providing the Services, Vanguard shall be fully entitled to rely on such Data and shall be under no duty to make any inquiry or investigation with respect thereto.

ARTICLE VI: RECORDS OWNERSHIP, RETENTION, AND DESTRUCTION

6.1 Vanguard Ownership and License Grant. Vanguard retains all right, title and interest in and to all Vanguard proprietary information, works of authorship, technology, or products (including know-how, techniques, methodologies, concepts, and ideas), including, without limitation, the Website, the Service Description, any automated system that provides various capabilities to Participants via interactive voice response, touch-tone or similar telephone systems, industry research reports, and any materials created for use by Vanguard's clients and shareholders (collectively, "**Vanguard Intellectual Property**"). Vanguard hereby grants the Employer a non-exclusive, fully paid-up, worldwide license to use any such Vanguard Intellectual Property solely in connection with the Services provided by Vanguard pursuant to this Service Description. Upon termination of the Service Description, all license rights to the Vanguard Intellectual Property granted to the Employer hereunder shall be revoked.

6.2 Employer Ownership and License Grant. The Employer and the Plan retain all right, title and interest in and to all of (1) the Employer's proprietary and confidential information, including, without limitation, Employer Confidential Information; (2) demographic data or investment information relating specifically to the Services to the Plan or to the Participants, (3) the Data and any information derived from the Data; and 4) any materials created exclusively for the Employer and not for use by other Vanguard clients (collectively, "**Employer Intellectual Property**"). The Employer hereby grants Vanguard a non-exclusive, fully paid-up, worldwide license to use any such Employer Intellectual Property solely in connection with the Services provided by Vanguard pursuant to this Service Description. Upon termination of the Service Description, all license rights to the Employer Intellectual Property granted to Vanguard hereunder shall be revoked.

6.3 Records Retention. Vanguard shall maintain complete and accurate records of and supporting documentation related to the performance of its obligations under this Service Description and shall maintain such records in accordance with the requirements and for the time periods prescribed by applicable law. Upon the termination of this Service Description, Vanguard shall transfer such records to the Employer or a successor service provider(s), as may be directed by the Employer; provided, however, that Vanguard shall be entitled to retain copies of any such records as it may be required to retain pursuant to applicable law or any copies that are electronically stored or archived in the ordinary course of business.

ARTICLE VII: CONFIDENTIALITY, DATA PROTECTION AND PRIVACY

7.1 Vanguard Confidentiality Obligation. Vanguard shall hold Employer Confidential Information in strict confidence, and shall exercise at least the same standard of care in safeguarding and protecting against the unauthorized disclosure of such Employer Confidential Information as it uses to protect the confidential information of its other retirement plan clients and, in any event, no less than reasonable care.

7.2 Vanguard Use of Data. The Employer hereby agrees that Vanguard has the limited right and authorizes Vanguard to use Data: (1) to fulfill Vanguard's obligations to the Employer, Plan or its Participants or as otherwise permitted under this Service Description; (2) in accordance with Vanguard's privacy policy applicable to the Services, as may be amended and in effect from time to time; (3) in accordance with the prior consent of the Employer or the Plan's Participants; and (4) as required to comply with applicable law. Vanguard may also share Data with the following: (a) its officers,

employees and directors who have a business need to know such Data; and (b) its attorneys, accountants, consultants, agents, affiliates, independent contractors, or professional advisors who (i) have a business need to know such Data and (ii) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein; provided, however, Vanguard shall remain ultimately responsible for the use, disclosure, or distribution of Data by its attorneys, accountants, consultants, agents, affiliates, independent contractors, or professional advisors.

7.3 Employer Confidentiality Obligation. Employer shall hold Vanguard Confidential Information in strict confidence and shall exercise at least the same standard of care in safeguarding and protecting against the unauthorized disclosure of Vanguard Confidential Information as it uses to protect its own confidential information and, in any event, no less than reasonable care. Employer shall not use Vanguard Confidential Information for any purpose not related to provision of the Services to the Plan, and shall not disclose Vanguard Confidential Information to third parties unless such third parties (1) have a business need to know such Vanguard Confidential Information, and (2) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. Employer shall remain ultimately responsible for the use, disclosure, or distribution of Vanguard Confidential Information by third parties to whom it discloses Vanguard Confidential Information. Notwithstanding the foregoing, Employer shall not, and shall instruct its third party designees not to, disclose Vanguard Confidential Information to another provider or potential provider of recordkeeping services to the Plan without Vanguard's written permission.

7.4 Compliance with Privacy and Information Security Laws. During the term of this Service Description, Vanguard agrees to comply with all applicable laws relating to the privacy, confidentiality, or security of Participant Personal Information, as and to the extent applicable to Vanguard in connection with its obligations under this Service Description.

7.5 Written Information Security Program. Vanguard shall develop, maintain, and implement a comprehensive written information security program that complies with applicable law. Vanguard's information security program shall include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures designed to (1) ensure the security and confidentiality of Employer Confidential Information; (2) protect against anticipated threats or hazards to the security and integrity of Employer Confidential Information; and (3) protect against suspected unauthorized processing, loss, use, disclosure, acquisition of, or access to Employer Confidential Information.

7.6 Business Continuity / Disaster Recovery. Vanguard shall (1) maintain a business continuity and disaster recovery plan that is reasonably designed to minimize disruption to any of the Services provided hereunder in the event of a business interruption affecting the Services; (2) periodically test and update such plan, but no less frequently than annually; (3) notify the Employer as soon as practicable following the occurrence of a business interruption affecting the Services; and (4) use commercially reasonable efforts to reinstate the Services as soon as practicable following a business interruption.

7.7 Notification of Disclosure. Vanguard shall promptly notify the Employer of any unauthorized disclosure of Participant Personal Information, if, after reasonable investigation, Vanguard, in its sole discretion, reasonably determines that (1) a material risk of misuse exists, or (2) it is required by applicable law to notify affected Participants and/or designated regulatory agencies. Vanguard shall promptly investigate any unauthorized disclosure of Participant Personal Information and, to the extent applicable, take commercially reasonable efforts to address the cause and effects of such unauthorized disclosure. Vanguard shall notify such persons, including affected individuals and/or designated regulatory agencies, regarding any such unauthorized disclosure as may be required by applicable law.

7.8 SOC 1. Each year, Vanguard will cause a SOC 1 Report (System and Organization Controls Report) (or equivalent) of its operations relevant to the Services to be prepared and will furnish the Employer with a copy of such report upon request.

7.9 Service Description Confidential. The Employer and Vanguard shall treat the terms of this Service Description as Employer Confidential Information and Vanguard Confidential Information in accordance with the provisions of Article VII.

ARTICLE VIII: INDEMNIFICATION, LIMITATION OF LIABILITY

8.1 Indemnification. The Employer shall, at all times, indemnify and save harmless Vanguard, its affiliates and each of their respective officers, directors, employees and agents, from any and all liability with respect to a claim arising from Directions and from any and all other liability that may arise in connection with this Service Description, except liability arising from Vanguard's gross negligence or willful misconduct in providing the Services. Vanguard may conclusively rely upon and shall be protected in acting upon any Directions contained in any notice, request, consent, certificate or other instrument or paper believed by it to be genuine and to have been properly executed, so long as Vanguard acts in good faith in taking or omitting to take any action.

Vanguard shall, at all times, indemnify and save harmless the Employer and its affiliates, and each of their respective officers, directors, employees and agents, from any and all liability with respect to a claim arising directly from Vanguard's gross negligence or willful misconduct in performing its obligations under this Agreement.

In the event that a party to this Agreement entitled to indemnification pursuant to this Section 8.1 (the "Indemnified Party"), seeks indemnification hereunder, the Indemnified Party shall promptly give written notice to the party required to provide indemnification (the "Indemnifying Party"); provided that the failure to give such notice shall not relieve the Indemnifying Party from its obligations under this Section 8.1 except to the extent that the Indemnifying Party can establish actual prejudice as a result thereof. The Indemnifying Party may elect to assume the defense of the underlying claim by providing written notice of such assumption to the Indemnified Party within five (5) business days. If the Indemnifying Party elects to conduct the defense of an indemnifiable third party claim but fails to appoint an attorney within ten (10) business days after the Indemnified Party has notified the Indemnifying Party of any such third party claim, the Indemnified Party will have the right to select and appoint one law firm for the defense of such third party claim, and the reasonable cost and expense thereof will be paid by the Indemnifying Party. The Indemnified Party shall have the right to employ counsel, at its expense, separate from the counsel employed by the Indemnifying Party to the extent such claim involves potential conflicts of interest between or different defenses for the Employer and Vanguard, and the Indemnified Party reasonably determines that separate representation would be appropriate.

8.2 Limitation of Liability. Vanguard shall not be liable for (1) any act, omission or determination made under this Service Description except for its gross negligence or willful misconduct in performing its obligations under this Service Description; (2) reasonable reliance on any Direction supplied by the Employer or its authorized representative(s); or (3) the failure to act in the absence of a timely Direction from the Employer or other authorized representative(s). Vanguard shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Service Description unless agreed upon by Vanguard, and unless fully indemnified for so doing to Vanguard's satisfaction.

8.3 Exclusion of Incidental and Consequential Damages. No party to this Service Description shall be liable to any other party (or to any person claiming rights derived from the rights of another party) in contract, tort (including negligence) or otherwise, for incidental, consequential, special, punitive or exemplary damages of any kind, including lost profits, loss of business, or other economic damage and further including injury to property, as a result of a breach of any warranty or other term of this Service Description, including any failure of performance, regardless of whether the party liable was advised, had other reason to know, or in fact knew of the possibility thereof.

8.4 Equitable Relief. The parties to this Service Description acknowledge that an unauthorized disclosure of Employer Confidential Information or Vanguard Confidential Information may cause irreparable and continuing damage to the non-disclosing party for which an award of damages would not be adequate compensation. Accordingly, the parties agree that the non-disclosing party may seek equitable relief, including a restraining order, injunctive relief, or specific performance, without the requirement of posting of a bond, and any other relief that may be available from any court, in addition to any other

remedy to which the non-disclosing party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

8.5 Integral Part of Arrangement. The provisions of this Article VIII allocate the risks under this Service Description between Vanguard and the Employer and the parties agree that such provisions are an integral part of the business arrangement between them. The compensation set forth in the fee schedules published by Vanguard and the other terms and conditions of this Service Description reflect this allocation of risk and the limitations specified herein.

ARTICLE IX: AMENDMENT AND TERMINATION OF THE SERVICE DESCRIPTION

9.1 Amendment. Vanguard may amend this Service Description at any time upon the provision of notice to the Employer, to the extent such amendment is necessary to comply with applicable law. In addition, Vanguard may also amend this Service Description by providing notice to the Employer of such amendment at least 90 days in advance of its effective date. The amendment will take effect on its effective date unless prior to that date the Employer elects to terminate this Service Description in accordance with Section 9.2, or unless otherwise agreed to in writing by Vanguard.

9.2 Termination of Service Description. Vanguard may terminate this Service Description for convenience (i.e., for any reason or for no reason) upon at least 90 days' advance notice to the Employer. The Employer may terminate this Service Description for convenience (i.e., for any reason or for no reason) upon 90 days' advance notice to Vanguard. In the event of a material breach of this Service Description by either party hereto, the non-breaching party may terminate the Service Description effective 45 days following written notice of such breach, unless the breach is cured within such 45- day period.

9.3 Cooperation with Transfer. In the event of any termination of this Service Description, Vanguard shall reasonably cooperate with the Employer in the transfer of Plan data to the Employer or a replacement service provider. Vanguard shall be compensated at its normal rates and shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing such transition assistance.

ARTICLE X: GENERAL PROVISIONS

10.1 Severability. If any provision of this Service Description is held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Service Description. On the contrary, the remaining provisions shall be fully severable and this Service Description shall be construed as if the illegal or invalid provision had never been inserted therein.

10.2 Waiver. No waiver by any party of any failure or refusal to comply with an obligation under this Service Description shall be deemed a waiver of any other obligation hereunder or any subsequent failure or refusal to comply with any other obligation hereunder.

10.3 Force Majeure. Vanguard shall have no liability for any losses arising out of delays in performing the Services which it renders under this Service Description, when such delays result from events beyond its control, including without limitation, interruption of Vanguard's business due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), unauthorized access to its systems, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption.

10.4 Third Party Beneficiaries. This Service Description is for the sole benefit of the parties and their respective permitted successors and assigns. Except as specifically set forth in this Service Description, the parties do not intend the benefits of this Service Description to inure to the benefit of any third party, and nothing contained herein shall be construed as creating any right, claim, or cause of action in favor of any such third party against any party hereto. Furthermore, this Service Description shall not create any legal relationship, interest, or right whatsoever between Vanguard and any individual, beneficiary, Participant, applicant, or assignee under any Plan.

10.5 Assignment. This Service Description may not be assigned in whole or in part by the Employer without the prior written consent of Vanguard, which consent shall not be unreasonably withheld, conditioned or delayed.

10.6 Notices. Any notice or other communication that Vanguard may give to the Employer shall be deemed given when sent to the Employer at the address stored in Vanguard's records, which may include electronic delivery to an electronic address stored in Vanguard's records. Any notice or other communication that the Employer may give to Vanguard shall be deemed given upon actual receipt of said notice by Vanguard at the following address:

Vanguard Group, Inc.
c/o Newport Group, Inc.
35 Iron Point Circle, Suite 300
Folsom, California 95630

10.7 Applicable Law. To the extent not preempted by federal law, this Service Description shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to choice of law principles thereof.

10.8 Independent Contractors. As between Vanguard and the Employer, in making and performing its duties under the Service Description, the parties are acting and shall act as independent contractors.

10.9 Survival. The following sections of the Service Description shall survive the termination of the Service Description: Section 5.1, (Compensation), Article VI (Records Ownership, Retention, and Destruction), Section 7.1 (Vanguard Confidentiality Obligation), Section 7.3 (Employer Confidentiality Obligation), Article VIII (Indemnification, Limitation of Liability), Section 9.3 (Cooperation with Transfer), and Article X (General Provisions), and as well any other provisions necessary to interpret the respective rights and obligations of the parties hereunder.

10.10 Entire Service Description. This Service Description and the Employer Agreements constitute the entire Service Description relating to the subject matter hereof and supersede any and all prior Service Descriptions between the parties with regard to such subject matter. The parties acknowledge there may be other arrangements between them and/or their affiliates with respect to other business relationships between and among them which are outside the scope of this Service Description. Notwithstanding the foregoing, this Service Description may be amended in accordance with the terms of this Service Description, which amendments shall constitute part of this Service Description.

SIGNATURE

I understand that under the Vanguard 403(b) Services, The Vanguard Group, Inc. ("Vanguard") will provide recordkeeping services for the Plan through its arrangement with Newport Group, Inc. I certify that I am a duly authorized representative of the Employer with the authority to establish 403(b) services for the Plan with Vanguard and to bind the Employer to all of the terms contained in this Recordkeeping Service Description. The Employer acknowledges that in advance of the execution of this Recordkeeping Service Description, a responsible Plan fiduciary has received and agrees to fee disclosure information with respect to services and fees of Vanguard, Newport Group, Inc. and their respective affiliates.

Signature of authorized representative of employer Date

_____

Printed name of authorized representative

_____

Title of authorized representative

_____

Name of employer

Lincolnwood School District 74

Schedule A to the Services Description

This schedule sets forth the recordkeeping and administration services ("Schedule") Vanguard will provide in connection with your 403(b) plan. This Schedule is incorporated into and made a part of the Vanguard 403(b) Services Administrative and Recordkeeping Service Description ("Service Description"). Terms with initial capital letters, if not defined in this Schedule, are defined in the Service Description . Except as otherwise specifically provided herein, all Services are performed solely at the Direction of the Employer or its authorized representatives (and the request of a Participant or Beneficiary, if applicable) and are based solely on Data supplied by the Employer or its authorized representatives.

1. **Plan installation/conversion services**. Vanguard will coordinate the transfer of Plan data and documentation from the prior recordkeeper(s) or the Employer to the recordkeeping platform. All information and documentation will be delivered electronically, except as otherwise specified by or agreed upon with Vanguard. Vanguard will accept historical Plan information received as correct and complete, and will not audit these records for accuracy, compliance with government requirements, or consistency.

2. **Participant accounting.** Vanguard will collect enrollment data from the Participant, the Employer, or the Employer's authorized representative(s), including the Participant's name, address, social security number, and fund selections. Vanguard will establish and maintain a separate recordkeeping account in the name of each Participant in the Plan to record the assets of the Plan allocated to the Participant (including appropriate sub-accounts reflecting investment options and earnings thereon, as well as contribution classifications). Any assets for which historical contribution classifications are not available shall be reflected in a separate sub-account that will be subject to such restrictions as may be necessary to ensure applicable Code requirements are met. Participants' separate accounts will be valued on a daily basis based on the prior day's net asset value as reported to Vanguard by the Custodian. In allocating amounts to Participants' separate accounts, Vanguard will rely solely on the enrollment data furnished by the Participant, the Employer, or the Employer's authorized representative.

3. **Contributions.** Vanguard will process Participant and Employer contributions and allocate to Participant's separate accounts. Vanguard will provide the contribution investment information to the Custodian. If the Custodian receives any Plan contribution or other amount that is not preceded or accompanied by Directions identifying the specific Participant or contribution type, Vanguard will notify the Employer or its authorized representative. Vanguard will instruct the Custodian to hold or return all or a portion of the Plan contribution or other amount uninvested without liability for loss of income or appreciation pending receipt of proper allocation Directions.

4. **Investment exchanges.** Vanguard will process investment exchanges within the Participant's account from one available fund to another in accordance with Participant direction and subject to any fund limitations. Vanguard will instruct the Custodian in accordance with the Participant's direction. Investment exchanges may be made online, by phone, or in a form and manner otherwise acceptable to Vanguard.

5. **Contract exchanges, rollovers, and plan-to-plan transfers.** Vanguard will effectuate contract exchanges, rollovers, and plan-to-plan transfers to and from a Participant's account. Contract exchanges are only permitted into a Participant account if the Employer has entered into any required information sharing agreement.

6. **Roth in-plan conversions**. Vanguard will process in-plan conversion requests in a form and manner acceptable to it, in accordance with the Roth in-plan conversion procedures set forth in the plan's specifications on file with Vanguard.

7. **Loans.** Vanguard will process loan requests received by it online, by phone, or in a form and manner otherwise acceptable to it, process and reinvest all Plan loan repayments according to Participant's investment directions, and report all Participant loans on statements. Vanguard will provide periodic reports to the Employer or its authorized representative regarding loan delinquencies and, upon receipt of Directions, Vanguard will report loans in default as deemed distributions on IRS Form 1099-R. Vanguard will issue loans in accordance with the loan procedures set forth in the plan's specifications on file with Vanguard.

8. **Hardship withdrawals**. Vanguard will provide a hardship withdrawal request form, calculate the maximum hardship distributable amount available from the Participant's Account, and process a hardship distribution that has been reviewed and approved by the Employer or its authorized representative. The Employer or its authorized representative determines the existence of an immediate and heavy financial need and the amount necessary to meet the need. If an Employer elects to have Vanguard provide optional hardship review services, or in the event the Employer Plan is exempt from ERISA and the Employer is a tax-exempt entity other than a church or governmental entity, Vanguard will determine the existence of an immediate and heavy financial need and the amount necessary to meet the need, and process the hardship distribution request in accordance with the provisions of Treasury Regulation § 1.401(k)-1(d)(3)(ii) and 1.401(k)-1(d)(3)(iii) and its standard procedures for reviewing hardship requests.

9. **Distributions.** Vanguard will direct the Custodian to process distributions to the Participant, or the Participant's beneficiary, upon receipt of a request from the Participant or the beneficiary, as applicable, in a form and manner acceptable to Vanguard, and receipt of all necessary or confirming data from the Employer or its authorized representative. Vanguard is under no duty to ascertain whether distribution instructions are in accordance with the provisions of the Plan.

10. **Required minimum distributions (RMDs).** Vanguard will provide initial and annual notification to Plan Participants eligible for required minimum distributions (RMDs), detailing amounts to be distributed based on the prior year end's Account balance and Internal Revenue Service (IRS) life expectancy tables. Vanguard will direct the Custodian to process periodic installment payments on a timely basis as directed by the Participant. Vanguard will provide an initial notice of RMD requirements to beneficiaries who present themselves to Vanguard.

11. **Cash-outs.** Vanguard will direct the Custodian to process cash-outs distributions.

12. **Domestic relations orders.** Vanguard will process distributions to a spouse or other appropriate third party pursuant to the terms of a qualified domestic relations order (or domestic relations order in the case of a church or government plan), provided that, except as otherwise provided below, the Employer or its authorized representative has determined that the order complies with the requirements of Code Section 414(p) (or is otherwise acceptable in the case of a church or governmental plan). If an Employer elects to have Vanguard provide optional domestic relations order review services, or in the event the Employer Plan is exempt from ERISA and the Employer is a tax-exempt entity other than a church or governmental entity, Vanguard will also review the order to determine that it complies with the requirements of Code Section 414(p) (or is otherwise acceptable in the case of a church or governmental plan).

13. **Beneficiary designations and distributions due to death.** Vanguard will facilitate a Participant's designation of a beneficiary(ies) to receive payment of undistributed amounts held in the Account at the time of the Participant's death, by providing forms and online processes for such designations. Vanguard will store information regarding beneficiary designations submitted to it. All designations must be made in a form and manner acceptable to Vanguard. Upon the death of a Participant, Vanguard will process payments to designated beneficiary(ies) in accordance with its then-effective policies and procedures and the beneficiary designations

contained in its records. Vanguard may request additional information and documentation from the Employer, its authorized representative, or a beneficiary in order to perform these services. If the plan is subject to ERISA, certification by the Employer or its authorized representative is required before the Participant's Account will be segregated for, or payments made to, a beneficiary.

14. **Participant statements.** Vanguard will make quarterly statements available to Participants that will reflect the current fair market value of the Participants' Vanguard Account and all activities occurring within their Account during the most recent quarter, including Plan earnings, exchanges, distributions, fee amount and description, and transfers.

15. **Participant inquiries**. Vanguard will provide toll-free telephone access to associates who can address Participants' questions related to their Plan Account, the Vanguard investment options under the Plan and other Plan provisions. Such associates will generally be available business days between 8:00 a.m. and 8:00 p.m. Eastern Time. Vanguard will also maintain a toll-free Interactive Voice Response System and a Participant website with which Participants can access Account information and provide information and instructions regarding the Account.

16. **Plan inquiries**. Vanguard will provide the Employer or its authorized representative with toll-free telephone access to a dedicated customer service team that can address questions regarding the Plan and Participant Accounts on business days between 8:00 a.m. and 8:00 p.m. Eastern time, as well as a plan sponsor website to access Plan and Participant information.

17. **Participant and plan reporting**. Vanguard will make available mutually agreed upon Participant-level and Plan-level disclosures, confirmations and reports on a timely basis as determined by the parties and, where applicable, in accordance with applicable Department of Labor and IRS guidance.

18. **Correction of excess and mistaken amounts**. Vanguard will process corrective distributions for excess deferrals, excess aggregate contributions, and excess annual additions. Vanguard will return mistake-of-fact contributions identified within one year of the original error by the Employer or its authorized representative.

19. **Missing Persons/Unclaimed Checks**. Upon request, Vanguard will assist the Employer or its authorized representative in locating missing Participants and take action with respect to benefits for missing Participants and for unclaimed distribution checks.

20. **Coordination with plan auditors**. To the extent applicable, Vanguard will provide standard Plan reports directly to the Plan auditors and will respond to auditor questions regarding information related to standard reports.

21. **Information sharing.** Upon request, Vanguard will share with the Employer or its authorized representative such information as is contained in its records and is necessary for compliance with section 403(b) of the Code and the regulations thereunder. Vanguard will also share such information with the issuer of an external 403(b) contract, provided the Employer has entered into any required Information Sharing Agreement.

Amendment to Vanguard 403(b) Services Administrative and Recordkeeping Service Description

This Amendment to the Vanguard 403(b) Services Administrative and Recordkeeping Service Description ("Service Description") is effective November 10, 2023, and modifies the Service Description last updated on November 11, 2021, which is available to Plan Sponsors on the Vanguard website.

The following language is added at the end of Section 3.1:

Exchange Traded Funds. If applicable, and if Exchange Trade Funds ("ETFs") are selected as Plan investment options by Employer, the following provisions will apply to the process that will be used for ETFs.

(a) Trading Cut-Off Time – Employer acknowledges and agrees that the trading cut-off time for all financial transactions, including participant submitted transactions, for all available Plan investments, including ETFs and mutual funds, that are submitted on any trading day will be 3:00 p.m. EST when the normal market close is 4:00 p.m. EST, or one hour before the market close time when there is an early market close. Employer will communicate the trading cut-off time to Plan participants.

(b) Posting of ETFs – ETF trades will be posted to participant Plan accounts using market close price. This methodology differs from ETF trading in a retail brokerage account or other non-retirement-plan account, which generally allows trades to be executed at the share price of the ETF at the time the trade is submitted, which changes throughout the day. Employer acknowledges and agrees that each participant can submit trades once per day.

Section 5.1 is deleted (and the following sections of Article V are renumbered accordingly).

The following language is inserted as new Article VI (and the following Articles of the Service Description are renumbered accordingly):

ARTICLE VI: FEES AND EXPENSES

6.1 Fees Payable by Employer. Vanguard will receive the fees ("Fees") set forth in the Fee Schedule and Allocation Form ("Fee Schedule") provided to the Employer. Vanguard will either invoice Employer for the Fees, or debit the Fees from Plan assets, in accordance with Employer's election on the Fee Schedule. Employer acknowledges and represents that elections made by it on the Fee Schedule are appropriate and comply with the Plan document and legal and regulatory guidance, and that it has the requisite authority under the aforesaid to make such elections. Vanguard reserves the right to modify the Fees upon not less than 60 days written notice to Employer. Employer acknowledges and agrees that the Fees are based upon Employer's compliance with all reasonable practices and procedures set forth by Vanguard, and that Employer may be responsible for the payment of additional fees if Employer deviates from Vanguard's practices and procedures.

6.2 Nonpayment of Fees by Employer. If Employer does not pay an invoice in full when due, and does not provide Vanguard with written notification of its reasons for not paying such invoice in full within 60 days after Vanguard sends such invoice, Employer directs Vanguard to request that the custodian of

the Plan pay all unpaid Fees from the Plan's assets to Vanguard, and authorizes the removal of such Fees from the Plan's assets. Employer further directs Vanguard to request that the custodian pay from the Plan's assets all future unpaid Fees due thereafter unless and until Employer delivers written direction to the contrary to Vanguard and pays to Vanguard all unpaid Fees. Regardless of any different election by Employer for payment of fees in the Fee Schedule, all such Fees will be allocated pro rata based on account balance among all participants in the Plan at the time Fees are removed from the Plan's assets. If the Employer fails to pay Fees when due, and Vanguard pursues a collection against Employer, Employer will pay Vanguard's reasonable attorney's fees and expenses for such collection. Vanguard will be entitled to charge reasonable interest on any past-due Fees. Vanguard reserves the right to discontinue providing any or all of the Services in the event Employer fails to pay all Fees when due.

6.3 Bankruptcy/Dissolution. In the event Employer becomes the debtor in a voluntary or involuntary bankruptcy or insolvency proceeding, the parties agree that upon the filing of such proceeding this Agreement will be considered an executory contract under 11 U.S.C. Section 365 and that any pre-petition arrearage under this Agreement must be paid in full if the Agreement is to be assumed. However, Vanguard reserves the right to withhold its consent to such assumption of the executory contract. In the event of a dissolution by Employer under state law, the parties agree Vanguard will not provide any Services without first receiving payment for such Services. The parties agree that Vanguard is entitled to recover Vanguard's reasonable attorney's fees and expenses associated with representing Vanguard in a bankruptcy or dissolution proceeding.

The following paragraph 8 of Schedule A to the Service Description is modified as follows:

8. Hardship withdrawals. Vanguard will provide a hardship withdrawal request form, calculate the maximum hardship distributable amount available from the Participant's Account, and process a hardship distribution that is in good order. The Employer or its authorized representative determines the existence of an immediate and heavy financial need and the amount necessary to meet the need, which determination may be based on the Participant's self-certification regarding the existence and amount of the need. If an Employer elects to have Vanguard provide optional hardship review services, or in the event the Plan is an Exempt Plan, Vanguard will process the hardship distribution request when received in good order based on the Participant's self-certification regarding the existence and amount of the need and its standard procedures for reviewing hardship requests.

Amendment to Vanguard 403(b) Services Administrative and Recordkeeping Service Description

This Amendment to the Vanguard 403(b) Services Administrative and Recordkeeping Service Description ("Service Description") is effective November 10, 2023, and modifies the Service Description last updated on November 11, 2021, as thereafter amended, which is available to Plan Sponsors on the Vanguard website.

Effective with respect to Plans first signing Employer Agreements on or after October 10, 2023, Section 1.3 is amended in its entirety to read as follows:

1.3 Custodian. Ascensus Trust Company, a trust company organized under the laws of the State of North Dakota, and any successor thereto.

403(b)(7) Individual Custodial Account Agreement with Ascensus Trust Company

The purpose of this Agreement is to establish an individual custodial account ("Account") authorized under Code section 403(b)(7) that satisfies the requirements under Treasury Regulation section 1.403(b)-3. This Account is established by the Ascensus Trust Company ("Custodian") on behalf of the Participant named in the Application.

The Account is established pursuant to an Employer Plan. The Plan and this Agreement shall be read and construed together. The terms of the Plan shall prevail over the terms of this Agreement in the event of conflict, except that the Agreement shall prevail in matters relating to the rights and duties of the Custodian. The Employer is solely responsible for maintaining and administering the Plan in compliance with the requirements of Code section 403(b) and related Treasury Regulations. Nothing contained in the Plan shall be deemed to impose any additional powers, duties, or responsibilities on the Custodian. The Custodian shall have no responsibility or authority to interpret the provisions of the Plan. The Custodian will take direction from the Plan Administrator on any matter of Plan provision interpretation.

Upon receipt in good order of the Application, the Establishment Form, and all other documentation required by the Custodian and/or the Recordkeeper, the Custodian shall establish an Account for the Participant. By submitting an Application and having an Account established by the Custodian, an Eligible Employee shall become a Participant and agrees, on their behalf and on behalf of their Beneficiaries, to be bound by the terms and conditions of this Agreement.
The Custodian agrees to act as non-discretionary, directed custodian of the Account on the terms and conditions of this Agreement. As custodian of the Account, Custodian shall hold, invest and distribute all of the assets of the Account that are received by it in accordance with the terms of this Agreement. In performing its duties under this Agreement, the Custodian will act upon directions it receives from the Recordkeeper, from a Participant or Beneficiary via the Recordkeeper, or from the Employer.

ARTICLE I – DEFINITIONS

The following words and phrases when used in this Agreement with initial capital letters shall have the meanings set forth below unless the context indicates that other meanings are intended.

1.01 **2020 RMD** – Means a required minimum distribution 1) that would have been distributed to a Participant or Beneficiary for 2020, or 2) that would have been distributed to a Participant or Beneficiary in 2020 for 2019 but for the enactment of Code section 401(a)(9)(I).

1.02 **Account** – Means the custodial account established pursuant to this Agreement for the benefit of the Participant and, when the context so implies, refers to the assets, if any, then held by the Custodian hereunder. The Account shall not be used for a qualified plan (under Code section 401(a) or 403(a)) or for an eligible governmental plan under Code section 457(b). The account shall be invested in stock of a regulated investment company (as defined in Code section 851(a) relating to mutual funds) or such other investments as may be permitted under Code section 403(b)(7).

1.03 **Agreement** – Means this Ascensus Trust Company 403(b)(7) Account agreement, including the provisions set forth in the Application and the Establishment Form, as such may be amended from time to time.

1.04 **Application** – Means the completed online Vanguard 403(b) Account Application executed by the Participant.

1.05 **Beneficiary** – Means the individuals or entities designated by the Participant in accordance with Article 4.05 of this Agreement to receive any distributions from the Account upon the Participant's death.

1.06 **Code** – Means the Internal Revenue Code of 1986, as amended from time to time.

1.07 **Compensation** – Means the compensation received from the Participant's Employer that is includible in income of the Employee and recognized under the Plan. Compensation shall not exceed $200,000, as adjusted for increases in the cost-of-living in accordance with Code section 401(a)(17)(B). Notwithstanding the foregoing, Compensation shall mean includible compensation as defined in Code Section 403(b) and the corresponding Treasury Regulations, where applicable. For Plan Years beginning on or after January 1, 2016, Compensation for a Participant shall, as required under Code section 415(c)(8) and related guidance, be increased by the amount of difficulty of care payments that are excluded from gross income by such Participant under Code section 131 for a taxable year.

1.08 **Coronavirus-Related Distribution** – Means a distribution, other than certain distributions that are not eligible rollover distributions under Treasury Regulation section 1.402(c)-2, that is made on or after January 1, 2020, and before December 31, 2020, to a Participant or Beneficiary due to becoming a Qualified Individual.

1.09 **Custodian** – Means Ascensus Trust Company, a North Dakota chartered trust company, or any successor thereto who establishes an Account and serves as custodian in the manner prescribed by Code Section 401(f)(2).

1.10 **Deemed Severance From Employment** – Means, effective for years beginning on or after January 1, 2009, and notwithstanding the definition of Differential Wage payment, an individual is deemed to cease to be an Employee for purposes of Code section 414(u)(12)(B) during any period the individual is performing service in the uniformed services as defined in Code section 3401(h)(2)(A).

1.11 **Designated Beneficiary** – Means the Beneficiary named as of the date of the Participant's death who remains a Beneficiary as of September 30 of the year following the year of the Participant's death.

1.12 **Distribution Calendar Year** – Means a calendar year for which a minimum distribution is required. If the Participant's required beginning date under Article 4.04 of this Agreement is April 1 following a year in which the Participant either attains age 72 (age 70½ if the Participant was born before July 1, 1949) or retires, that year is the Participant's first Distribution Calendar Year. The first Distribution Calendar Year may be another year as provided in the regulatory requirements and rules referred to in Article 4.04 of this Agreement.

1.13 **Elective Deferral** – Means contributions, as defined in Treasury Regulation section 1.402(g)-1, made either as pre-tax Elective Deferrals or Roth Elective Deferrals to this Account at the election of the Participant, in lieu of cash compensation**,** made pursuant to a salary reduction agreement within the meaning of Code section 3121(a)(5)(D).

1.14 **Eligible Designated Beneficiary** – Means, with respect to any Participant, any Designated Beneficiary who is 1) the surviving spouse of the Participant, 2) a child of the Participant who has not reached the age of majority, 3) disabled (within the meaning of Code section 72(m)(7) and related guidance), 4) a chronically ill individual (within the meaning of Code section 7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature), 5) an individual who is not described in the preceding who is not more than 10 years younger than the Participant, or 6) any other individual as determined by the Secretary of the Treasury.

1.15 **Eligible Employee** – Means an employee, as defined in Treasury Regulation section 1.403(b)-2(b)(9), of the Employer who meets the eligibility requirements for participation under the Plan.

1.16 **Employer** – Means an entity described in Code section 501(c)(3) that is exempt from tax under Code section 501(a), an educational organization of a State (as defined in Treasury Regulation section 1.403(b)-2(b)(20)) described in Code section 170(b)(1)(A)(ii) or any other entity eligible under Code section 403(b)(1) to make contributions to 403(b) annuities or custodial accounts that adopts a Plan under which this Agreement is maintained.

1.17 **Establishment Form –** Means the Vanguard 403(b) Services Establishment Form, or any successor agreement, executed by an authorized representative of the Employer evidencing the Employer's acknowledgement and acceptance of the terms of this Agreement.

1.18 **Extended 2020 RMD** – Means one or more payments in a series of substantially equal distributions (that include the 2020 RMD) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or a period of at least 10 years.

1.19 **Participant** – Means the Eligible Employee or former Eligible Employee who has entered the Plan and who is eligible to receive a benefit from the Plan, or whose Beneficiary may be eligible to receive any such benefit, and who has entered into this Agreement with the Custodian.

1.20 **Plan** – Means the plan of the Participant's Employer under which this Agreement is maintained. The Plan should be designed to satisfy the provisions of Treasury Regulation section 1.403(b)-3(b)(3), which includes a requirement that the plan be a written defined contribution plan and contain material terms and conditions for eligibility, benefits, applicable limitations, the contracts available under the plan, and the time and form under which benefit distributions will be made. The Plan should also be designed to satisfy Code section 403(b)(12) (relating to nondiscrimination requirements, including universal availability, as described in Treasury Regulation section 1.403(b)-5).

1.21 **Qualified Individual** – Means, an individual 1) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (referred to collectively as "COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); 2) whose spouse or dependent (as defined in Code section 152) is diagnosed with COVID-19 by such a test; or 3) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, closing or reducing hours of a business owned or operated by the individual due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, the individual's spouse or a member of the individual's household being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, having a reduction in pay

(or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19, or closing or reducing hours of a business owned or operated by the individual's spouse or a member of the individual's household due to COVID-19, or other factors as determined by the Secretary of the Treasury.

For this purpose, a "member of the individual's household" is someone who shares the individual's principal residence.

1.22 **Recordkeeper –** Means The Vanguard Group, Inc. or any of its agents or assigns.

1.23 **Recordkeeping Agreement –** Means the Vanguard 403(b) Services Administrative and Recordkeeping Service Description, the terms of which have been acknowledged and consented to by the Employer by its execution of the Establishment Form, or any successor agreement.

1.24 **Roth Elective Deferral** – Means an Elective Deferral that is irrevocably designated as a Roth Elective Deferral by the Participant and that is treated by the Participant's Employer as includible in a Participant's gross income at the time of the salary reduction. Roth Elective Deferrals must be separately accounted for pursuant to the Plan or this Agreement and must satisfy any other applicable provisions of Treasury Regulation section 1.403(b)-3(c).

1.25 **Vanguard® Mutual Funds** – Means one or more of the regulated investment companies of The Vanguard Group of Investment Companies that are available investments under this Agreement.

ARTICLE II – CONTRIBUTIONS

2.01 **Elective Deferrals and Catch-Up Contributions**

(a) **Elective Deferrals** – Elective Deferrals may be contributed by the Participant's Employer to the Account on behalf of the Participant. Elective Deferrals shall also include catch-up contributions described in Article 2.01(b) of this Agreement. The Participant shall designate the amount or percentage of their Compensation that is to be deferred as an Elective Deferral. If Roth Elective Deferrals are permitted under the Plan, the Participant shall also designate whether the Elective Deferral will be characterized as a pre-tax Elective Deferral or a Roth Elective Deferral. Such designations shall be effective until otherwise modified by the Participant in writing or through any other means approved by the Employer and permitted by applicable law or regulations. The Participant may amend or terminate their salary reduction agreement at such times as may be permitted by the Plan.

The Elective Deferrals made for the Participant shall be fully vested at all times and the Participant may take a distribution of the Elective Deferrals and earnings thereon at times specified in Article Four of this Agreement, subject to additional limitations under the Plan.

(b) **Catch-up Contributions**

(i) Age 50 Catch-up Contributions – Age 50 catch-up contributions, if permitted by the Plan, may be contributed to the Account by the Employer for any Participant who is eligible to make Elective Deferrals, has attained or will attain age 50 before the end of that calendar year, and has contributions in excess of a statutory or Employer-provided limit. Such age 50 catch-up contributions must comply with Code section 414(v) and the guidance thereunder.

(ii) Special Catch-up Contributions for Employees with 15 Years of Service – Special Section 403(b) catch-up contributions described in Treasury Regulation section 1.403(b)-4(c)(3), if permitted by the Plan, may also be contributed to the Account by the Employer for any Participant who satisfies the eligibility requirements for such contributions.

Notwithstanding the foregoing, either the Participant's Employer or the Custodian may require a Participant who is eligible to make catch-up contributions to designate the amount or percentage of their Compensation that is to be deferred as a catch-up contribution. Such catch-up contributions will not be taken into account for purposes of the provisions of the Agreement implementing the required limitations of Code sections 402(g) and 415. The Agreement shall not be treated as failing to satisfy the requirements of Code sections 403(b) or 410(b) by reason of making such catch-up contributions. Any Elective Deferrals that exceed an otherwise applicable Plan limit will first be applied to special Section 403(b) catch-up contributions for Employees with 15 years of service, with any additional Elective Deferrals being treated as age 50 catch-up contributions, if applicable.

2.02 **Rollover Contributions** – Unless prohibited by the Plan, the Custodian may accept a contribution of eligible rollover distributions to the Account from a qualified plan described in Code section 401(a) or 403(a) (other than after-tax employee contributions unless the rollover is a direct rollover), an annuity contract or custodial account described in Code section 403(b) (other than after-tax employee contributions unless the rollover is a direct rollover), or an eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Custodian may accept a contribution of an eligible rollover distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

The Custodian may also accept contributions of eligible rollover distributions made to the Participant who is a surviving spouse, or a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code section 414(p).

No amount that is distributed on account of hardship will be an eligible rollover distribution, and the Participant may not elect to have any portion of such a distribution paid directly to the Account.

The Participant shall certify, in a manner acceptable to the Custodian, that such amounts are eligible rollover distributions. The Custodian shall not be responsible for determining whether any rollover is proper and reserves the right not to accept any rollovers.

If permitted under the Plan, rollover contributions, 2020 RMDs and Extended 2020 RMDs distributed for 2019 and 2020, respectively, will be considered Eligible Rollover Distributions and such amounts may be repaid to the Plan in accordance with the Plan's existing rollover contribution elections.

2.03 **Plan-to-Plan Transfers** – Unless prohibited by the Plan, the Participant may transfer (or arrange for the transfer of) assets from another annuity contract or custodial account described in Code section 403(b) to this Account. The Participant shall certify, in a manner acceptable to the Custodian, that the transfer satisfies all current requirements for such a transaction. The Custodian shall not be responsible for determining whether any such transfer is proper and reserves the right not to accept any transfer. The transfer must meet the requirements of Treasury Regulation section 1.403(b)-10(b)(3).

2.04 **Employer Contributions** – If the Plan provides for Employer contributions to the Account, the Participant's Employer may make Employer contributions on behalf of the Participant. The amount of the contributions, their vested status and other provisions applicable to those Employer contributions shall be set forth in the Employer's Plan. To the extent that any amounts are not vested, those amounts shall be accounted for separately. The Employer contributions shall not exceed any applicable federal or state limitations on such Employer contributions and shall be made in a nondiscriminatory manner as determined by applicable law or regulation.

2.05 **Contribution Limits** – In no event shall the contributions to the Account for a tax year on behalf of the Participant exceed the maximum amount permitted under current law or regulation.

(a) The contributions made during a tax year on behalf of the Participant, when aggregated with other contributions made through the Participant's Employer (or controlled group of Employers under Code sections 414(b), (c), (m) or (o)), shall not exceed the limitations set forth in Code section 403(b)(1) for that year (including the limits under Code section 415). If the limits under Code Section 415 are exceeded, then, for the year of the excess and each year thereafter, the Custodian shall separately account for the excess.

(b) With respect to Elective Deferrals, the Account must satisfy Code section 401(a)(30). That means that the maximum of all applicable elective deferrals (including Elective Deferrals made to the Account or any other elective deferrals made under the Plan or any other plan of the Participant's Employer or other entities that are required to be treated as an employer with that Employer under Treasury Regulations or other guidance) made on the Participant's behalf during the Participant's tax year shall not exceed the limitations set forth in Code section 402(g)(1). The Account must also satisfy any other limitations described in Treasury Regulation section 1.403(b)-4, including the limitations applicable to age 50 catch-up provisions and to special Section 403(b) catch-up provisions.

(c) Notwithstanding any provision of this Agreement to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

(d) The Custodian may accept contributions for the Participant from a former Employer, if Treasury Regulation section 1.403(b)-4(d) is satisfied.

(e) The Participant is solely responsible for determining their maximum annual Elective Deferrals.

(f) Each type of contribution described in this Article 2.05 and earnings or losses attributable to the type of contributions shall be separately accounted for.

(g) If the Participant elects to receive a distribution for a financial hardship described in Article 4.02 of this Agreement, he or she will be required to cease making Elective Deferrals (and nondeductible employee contributions, if applicable) as described in the Plan. For distributions that are made on or after January 1, 2020, a Participant's Elective Deferrals (and nondeductible employee contributions, if applicable) will not be suspended for any period of time due to the receipt of a hardship distribution.

(h) Participant contributions allocable to difficulty of care payments shall be treated as nondeductible employee contributions, except as otherwise provided under the Plan or by law or regulation. Such contributions shall not, however, be treated as failing to meet the requirements of any provision described in Code chapter 1, Normal Taxes and Surtaxes, by reason of any contribution that is based on difficulty of care payments.

2.06 **Contract Exchanges** – Unless prohibited by the Plan, the Participant may make a contract exchange (or arrange for the exchange) of assets from another annuity contract or custodial account described in Code section 403(b) to this Account. The Participant shall certify, in a manner acceptable to the Custodian, that (i) the Plan provides for the exchange, (ii) the Participant or Beneficiary has an accumulated benefit immediately after the exchange that is at least equal to the accumulated benefit immediately before the exchange (taking into account the accumulated benefit of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange), (iii) the assets being exchanged will remain subject to distribution restrictions that are not less stringent than those imposed on such assets prior to the exchange, and (iv) the Employer enters into an agreement with the issuer of the other contract as described in Treasury Regulation section 1.403(b)-10(b)(2)(i)(C).

The Custodian shall not be responsible for determining whether any such exchange is proper and reserves the right not to accept any exchange. The contract exchange must meet the requirements of Treasury Regulation section 1.403(b)-10(b)(2).

2.07 **In-Plan Roth Rollover** – Participants may complete in-Plan Roth rollovers of any non-Roth assets as allowed under the Plan documents.

2.08 **Repayments**

(a) **Qualified Birth or Adoption Distribution Repayments** – A Participant who receives a qualified birth or adoption distribution, as defined in Code section 72(t)(2)(H), from the Plan may, in accordance with the Plan's existing rollover contribution elections and pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution. In addition, a Participant who receives a qualified birth or adoption distribution that is taken from a source other than the Plan may, as allowed under the Plan documents and pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution.

(b) **Coronavirus-Related Distribution Repayments** – A Participant who receives a Coronavirus-Related Distribution from the Plan may, in accordance with the Plan's existing rollover contribution elections and pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution. In addition, a Participant who receives a Coronavirus-Related Distribution that is taken from a source other than the Plan may, as allowed under the Plan documents and pursuant to rules promulgated by the IRS, make one or more repayments to the Plan in an aggregate amount not to exceed the amount of such distribution.

2.09 **Difficulty of Care Payments** – Participants may make contributions, or receive allocations, that are based on the Participant receiving difficulty of care payments, even if the Participant has no other Compensation, as allowed under the Plan documents.

ARTICLE III – INVESTMENT OF CONTRIBUTIONS

3.01 **Investment Options** – All contributions made by the Participant or the Participant's Employer to their Account shall be invested exclusively in shares of Vanguard® Mutual Funds. The Vanguard® Mutual Funds made available for investment are subject to change from time to time, due to limitations imposed by the Vanguard® Mutual Fund (fund closure, for example), direction of the Employer and/or by the Custodian or Recordkeeper for administrative reasons.

3.02 **Participant Change of Investment** –The Custodian shall invest the assets of the Account in accordance with instructions received from the Recordkeeper. If Participants and Beneficiaries have the right to direct the investment of their Plan accounts, they may provide investment directions to the Recordkeeper which shall remit those instructions to the Custodian. Participants and Beneficiaries will be solely responsible for their own investment losses that may occur as the result of such directions. The Custodian shall act only in response to directions and instructions furnished by the Recordkeeper, in a manner acceptable to the Custodian, and shall be under no duty to make any inquiry or investigation with respect to such direction. If a contribution, rollover, contract exchange, or plan-to-plan transfer is not accompanied by investment instructions or if, in the opinion of the Custodian, the investment instructions are unclear, incomplete, or not in good order, such assets will be invested, at the direction of the Recordkeeper, in accordance with the contribution allocation instructions currently in effect at the time the contribution, transfer, exchange, or rollover is received. If no contribution allocation instructions are in effect, such assets will, at the direction of the Recordkeeper, be invested in the Vanguard Target Retirement Fund (or any similar fund into which such fund may be merged) that corresponds with the Participant's approximate year of retirement, assuming the approximate year of retirement is the year the Participant reaches age 65. If the Participant does not provide their birth date to the Recordkeeper, such assets will, at the direction of the Recordkeeper, be invested in the Vanguard Target Retirement Income Fund (or any similar fund into which such fund may be merged).

Notwithstanding the foregoing, the Employer may direct that such amounts be defaulted into a different investment, as agreed upon with the Recordkeeper, in which case such assets will be invested in accordance with such directions provided to the Custodian by the Recordkeeper. Further, notwithstanding anything to the contrary in this paragraph, in the event a Vanguard® Mutual Fund becomes unavailable as a result of a fund action (e.g., a fund closure) such that future contributions and/or current balances must be re-allocated to another Vanguard® Mutual Fund, and the Participant does not provide investment

instructions with respect to such contributions or current balances (and the Employer has not, with the agreement of the Recordkeeper, designated a fund to which existing balances and/or future contributions are to be invested), such assets will, at the direction of the Recordkeeper, be invested in and/or re-allocated to the Vanguard Federal Money Market Fund.

3.03 **No Investment Advice.** The Custodian shall have no discretion to direct any investment in the Participant's Account. The Custodian assumes no responsibility for rendering investment advice with respect to the Participant's Account, nor will it offer any opinion or judgment to the Participant on matters concerning the value or suitability of any investment or proposed investment for the Participant's Account. The Participant and the Employer agree that, as a term of this Agreement, neither the Custodian, the Recordkeeper, nor their agents or affiliates will provide any advice with respect to the selection of Vanguard® Mutual Funds to be made available as investment options or with respect to the investment of the Account and that the responsibility of the Custodian to invest in shares of a particular Vanguard® Mutual Fund pursuant to the Participant's directions does not constitute an endorsement by the Custodian of that investment.

3.04 **Account Earnings** – All dividends, capital gains distributions, and other earnings received by the Custodian on any shares of a Vanguard® Mutual Fund held in the Account shall be automatically reinvested in additional shares of such Vanguard® Mutual Fund.

3.05 **Registered Owner, Voting Rights** – All shares of the Vanguard® Mutual Funds held by the Custodian pursuant to this Agreement shall be registered in the name of the Custodian or its nominee. The Custodian shall direct the Recordkeeper to deliver to the Participant or Beneficiary fund prospectuses and updates thereto, as well as fund financial statements and reports, relating to the Vanguard® Mutual Fund shares held in the Account. The beneficial owner of shares allocated to the Account grants to the Custodian the power to exercise on their behalf all voting rights associated with such shares, and directs such shares to be voted in accordance with the recommendations of the managers of the funds. Notwithstanding anything to the contrary in the preceding sentence, the Custodian may, in its sole discretion, solicit voting instructions from the beneficial owner by delivering to him or her a voting instruction form, and may vote shares in accordance with any voting instructions received by it from such beneficial owner.

ARTICLE IV – DISTRIBUTIONS

4.01 **Timing of Payment of Distributions**

(a) Subject to any applicable limitations described in this Agreement, the Participant (or a Beneficiary) may request a distribution from the Account of amounts attributable to Elective Deferrals upon the occurrence of one of the following events:
   (1) the Participant's severance from employment with the Employer maintaining the Plan (as defined in Treasury Regulation section 1.403(b)-2(b)(19));
   (2) the Participant's death;
   (3) the Participant's financial hardship, as described in Article 4.02 of the Agreement;
   (4) the Participant's disability within the meaning of Code section 72(m)(7);
   (5) the Participant's attainment of age 59½; or
   (6) the date that is 90 days prior to the date the Participant may no longer hold amounts invested in a lifetime income investment, as defined in Code section 401(a)(38)(B)(ii), as provided in Code section 403(b)(7)(A) and related guidance.

(b) Subject to any applicable limitations described in this Agreement, the Participant (or a Beneficiary) may request a distribution from the Account of amounts attributable to amounts other than Elective Deferrals upon the occurrence of one of the following events:
   (1) the Participant's severance from employment with the Employer maintaining the Plan (as defined in Treasury Regulation section 1.403(b)-2(b)(19)).
   (2) the Participant's death;
   (3) the Participant's disability within the meaning of Code section 72(m)(7);
   (4) the Participant's attainment of age 59½; or
   (5) the date that is 90 days prior to the date the Participant may no longer hold amounts invested in a lifetime income investment, as provided in Code section 403(b)(7)(A) and related guidance.

   Amounts transferred out of the Account to an annuity contract or retirement income account, including earnings thereon, shall continue to be subject to this Article 4.01(b).

(c) If the Account includes both Elective Deferrals and other contributions and the Elective Deferrals are not separately accounted for, then distributions may not be made earlier than the later of any date permitted under Article 4.01(a) or Article 4.01(b) of this Agreement.

(d) Distribution of amounts held under this Agreement may occur prior to one of the events described above if the distribution falls into one of the following categories:
   (1) Excess deferrals distributed under Treasury Regulation section 1.403(b)-4(f);

(2) Amounts distributed in connection with a Plan termination as set forth in Treasury Regulation section 1.403(b)-10;
(3) Elective Deferrals held as of the close of the taxable year beginning before January 1, 1989 (but not earnings thereon) as provided in Treasury Regulation section 1.403(b)-6(d)(1)(ii);
(4) After-tax employee contributions or earnings thereon as of earlier dates than specified above, if the Plan so provides;
(5) Eligible rollover distributions separately accounted for and distributed in accordance with Treasury Regulation section 1.403(b)-6(d)(1)(i), if the Plan permits.

(e) Unless prohibited by the Plan, the following distributions will be allowed:
(1) A qualified reservist distribution under Code section 72(t)(2)(G);
(2) Payment of qualified health insurance premiums for eligible public safety officers under Code section 402(l);
(3) Permissible withdrawals under Code section 414(w)(2);
(4) A Deemed Severance From Employment distribution under Code section 414(u)(12)(B);
(5) Disaster Relief Distributions under Code section 1400Q;
(6) A qualified birth or adoption distribution under Code section 72(t)(2)(H); and
(7) A Coronavirus-Related Distribution.

All requests for withdrawal shall be in writing or submitted in another manner acceptable to the Custodian and must specify the method of distribution. The tax identification number of the Participant (or Beneficiary, if applicable) must be provided to the Custodian before it is obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, redemption and other investment related fees and withholding requirements.
All distributions shall be made in cash. In making any distributions from the Account, the Custodian shall be fully entitled to rely on the directions, data or authorization properly furnished to it in accordance with this Article 4.01. The Custodian shall not make any discretionary determinations as to whether a Participant qualifies for a distribution under Articles 4.01(a)(4) or 4.01(b)(3) of this Agreement.

For taxable years beginning on or after January 1, 2009, where a Participant or Beneficiary does not affirmatively elect to receive a distribution, the plan administrator of the Plan may effectuate the termination of the Plan by distributing an individual custodial account in-kind to the Participant or Beneficiary, to the extent permitted by the individual agreements and the Plan, Treasury Regulation section 1.403(b)-10(a), IRS Revenue Ruling 2020-23, and related guidance.

4.02 **Financial Hardship** – For purposes of Article 4.01(a)(3) of this Agreement, financial hardship is as an immediate and heavy financial need of the Employee, as described in Treasury Regulation section 1.401(k)-1(d)(3), where such Employee lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's Spouse, children or dependents, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Employee's deceased parent, Spouse, primary Beneficiary, child or dependent, 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to Code section 165(h)(5) and whether the loss exceeds ten-percent of adjusted gross income), and 7) effective for distributions on or after January 1, 2018, expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

No distributions on account of financial hardship shall exceed the amount determined to be necessary to meet the immediate financial need created by the hardship as described in those same regulations and the Plan. In addition, the amount of the distribution cannot be otherwise reasonably accommodated from other resources of the Participant, such as through other distributions currently available under the Plan or by cash or other liquid assets that are reasonably available to the Participant. Any distribution made on account of the Participant's financial hardship shall be made to the Participant in a single sum payment in cash pursuant to instructions provided in writing or in another form acceptable to the Custodian and delivered to the Custodian.

Hardship distributions described in this Article 4.02 may consist only of the amounts contributed pursuant to the Participant's salary reduction agreement, excluding the earnings on such contributions.

The determination of whether a financial hardship exists shall be made pursuant to the terms of the Plan or by the Participant if the Plan doesn't contain such terms and not by the Custodian. A Participant who requests a distribution on account of financial hardship shall certify, in a manner acceptable to the Custodian, that a financial hardship exists.

If the Participant receives a hardship distribution before January 1, 2020, he or she will be prohibited from making any Elective Deferrals (and nondeductible employee contributions, if applicable) for a period of six months from the date of such distribution as described in the Plan. For hardship distributions that are made on or after January 1, 2020, the Participant's Elective Deferrals (and nondeductible employee contributions, if applicable) will not be suspended for any period of time due to the receipt of a hardship distribution.

4.03 **Form of Distributions** – The form of distribution shall be determined under the terms of this Agreement and the Plan. If the Plan provides for a mandatory lump sum distribution, then the requirements of Code section 401(a)(31) (as expressed in the Plan) shall apply to distributions (including automatic rollover requirements for certain mandatory distributions).
Unless otherwise indicated in the Plan, the Participant or Beneficiary may elect to have the distribution from the Account made in one or a combination of the following forms:

(a) Total distribution;

(b) Partial distribution;

(c) Monthly, quarterly, semiannual, or annual installments; or

(d) By the purchase and distribution of an annuity contract from an insurance company designated by the Participant providing for fixed or variable annuity payments over the life of the Participant, or the lives of the Participant and their Spouse (or over a period not extending beyond the life expectancy of the Participant or the joint and last survivor life expectancy of the Participant and their Spouse).

4.04 **Required Minimum Distributions**

(a) Notwithstanding any provision of this Agreement to the contrary, the distribution of the Participant's interest in the Account shall be made in accordance with the requirements of Treasury Regulation section 1.403(b)-6(e) and the Plan. The minimum distribution requirements of Code section 401(a)(9) must be met for this Account and for purposes of applying the distributions rules of Code section 401(a)(9) to this Account, the minimum distribution rules applicable to individual retirement accounts described in Code section 408(a) apply with several exceptions. Those rules are described in Treasury Regulation section 1.408-8 and the exceptions are described in Treasury Regulation section 1.403(b)-6(e). Those rules and exceptions are incorporated herein by reference.

(b) Notwithstanding Article 4.01(a) of this Agreement, the undistributed portion of a Participant's interest in the Account valued as of December 31, 1986, exclusive of subsequent earnings, is not subject to the required minimum distribution rules under Code section 401(a)(9) but must be distributed in accordance with the incidental benefit requirements of Treasury Regulation section 1.401-1(b)(1)(i) (which generally requires that distributions begin at the later of age 75 or separation from service), if such amounts are accounted for separately.

(c) For the balance of the Account subject to the minimum distribution requirements referenced in Article 4.04(a) of this Agreement, the Participant must begin taking distributions from the Account no later than the Participant's required beginning date. The required beginning date for a Participant is the first day of April of the calendar year following the calendar year in which the Participant either attains age 72 (age 70½ if the Participant was born before July 1, 1949) or retires, whichever is later. Further, the entire interest of the Participant for whose benefit the Account is maintained must be distributed over the Participant's life or the lives of such Participant and their Designated Beneficiary(ies), or a period certain not extending beyond the Participant's life expectancy or the joint and last survivor expectancy of such Participant and their Designated Beneficiary(ies).

(d) The minimum amount that must be distributed to the Participant for each Distribution Calendar Year of the Participant is determined under Treasury Regulation section 1.401(a)(9)-5, and is referred to as the "required minimum distribution." Except as otherwise provided herein, the required minimum distribution is generally calculated as follows:

(1) the required minimum distribution for any Distribution Calendar Year is the Participant's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Treasury Regulation section1.401(a)(9)-9. However, if the Participant's Designated Beneficiary is their surviving spouse, the required minimum distribution for a Distribution Calendar Year shall not be more than the Participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Treasury Regulation section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (1) is determined using the Participant's (or, if applicable, the Participant's and spouse's) attained age (or ages) in the year.

(2) the required minimum distribution for a year, beginning with the year following the year of the Participant's death (or the year the Participant would have reached age 72 (age 70½ if the Participant was born before July 1, 1949), if applicable under Article 4.04(e)(2)(B) of this Agreement) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Treasury Regulation section 1.401(a)(9)-9) of the individual specified in paragraphs (e)(1) and (e)(2) below.

(3) the required minimum distribution for the year before the required beginning date of the Participant can be made as late as that required beginning date. The required minimum distribution for any other year must be made by the end of such year.

(e) If the Participant dies before their entire interest is distributed to them, the remaining interest will be distributed at least as rapidly as provided in Treasury Regulation section 1.401(a)(9)-5, which generally will be as follows:

(1) If the Participant dies on or after the Participant's required beginning date and:

(A) the Designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (e)(1)(C) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (e)(1)(C) below, over such period.

(B) the Designated Beneficiary is not the Participant's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the Participant and reduced by 1 for each subsequent year, or over the period in paragraph (e)(1)(C) below if longer.

(C) there is no Designated Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Participant as determined in the year of the Participant's death and reduced by 1 for each subsequent year.

(D) With respect to a Participant who dies on or after January 1, 2020, except as otherwise provided by the IRS under regulation or other guidance, the Participant's entire remaining interest will generally be distributed by December 31 of the year containing the 10th anniversary of the Participant's death unless the Designated Beneficiary is an Eligible Designated Beneficiary or there is no Designated Beneficiary for purposes of determining a distribution period.

If the Designated Beneficiary is an Eligible Designated Beneficiary, the entire remaining interest may be distributed (in accordance with Code section 401(a)(9) and the corresponding Treasury Regulations) over the remaining life expectancy of the Eligible Designated Beneficiary. Life expectancy distributions to an Eligible Designated Beneficiary must generally commence by December 31 of the year following the year of the Participant's death. For certain trust Beneficiaries (e.g., an applicable multi-beneficiary trust which meets the requirements of Code section 401(a)(9)(H)(iv)) the entire interest may be distributed over the remaining life expectancy of the trust Beneficiary. The remaining life expectancy is calculated using the age of the Eligible Designated Beneficiary or trust Beneficiary, as applicable, in the year following the year of the Participant's death, reduced by 1 for each subsequent year.

If the Participant's surviving spouse is the Eligible Designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. The minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the surviving spouse. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by 1 for each subsequent year. The remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by 1 for each subsequent calendar year.

If the Participant's Eligible Designated Beneficiary is the Participant's minor child, life expectancy payments must begin by December 31 of the year following the year of the Participant's death and continue until the child reaches the age of majority. Unless the remaining interest is payable to the Participant's surviving spouse once the age of majority is reached, the Beneficiary shall cease to be an Eligible Designated Beneficiary as of the date the child reaches the age of majority and, except as otherwise provided by the IRS under regulation or other guidance, will have 10 years to deplete the account.

If a Beneficiary other than a person (including certain trusts) is named, the Participant will be treated as having no Designated Beneficiary for purposes of determining the distribution period. If there is no Designated Beneficiary, distributions will commence using the Participant's remaining life expectancy, calculated using the age of the Participant in the year of death, reduced by 1 in each subsequent year.

This Article 4.04(e)(1)(D) will not apply to a qualified annuity (as defined in Section 401 of the SECURE Act and related guidance) that is a binding annuity contract in effect as of December 20, 2019, and at all times thereafter.

(2) If the Participant dies before the Participant's required beginning date, such Participant's entire interest will be distributed at least as rapidly as follows.

(A) If the Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of their birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph 4.04(e)(2)(C) of this Agreement.

(B) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 72 (age 70½ if the Participant was born before July 1, 1949), if later), over such spouse's life, or, if elected, in accordance with paragraph 4.04(e)(2)(C) of this Agreement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of their birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.04(e)(2)(C) of this Agreement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the option chosen.

(C) If there is no Designated Beneficiary, or, if applicable by operation of paragraph 4.04(e)(2)(A) or (2)(B) of this Agreement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.04(e)(2)(B) of this Agreement).

(D) If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 4.04(e)(2)(A) or (B) of this Agreement and reduced by one for each subsequent year.

(E) With respect to a Participant who dies on or after January 1, 2020, except as otherwise provided by the IRS under regulation or other guidance, the Participant's entire remaining interest will generally be distributed by December 31 of the year containing the 10th anniversary of the Participant's death unless the Designated Beneficiary is an Eligible Designated Beneficiary or there is no Designated Beneficiary for purposes of determining a distribution period.

If the Designated Beneficiary is an Eligible Designated Beneficiary, the entire remaining interest may be distributed (in accordance with Code section 401(a)(9) and the corresponding Treasury Regulations) over the remaining life expectancy of the Eligible Designated Beneficiary. Life expectancy distributions to an Eligible Designated Beneficiary must generally commence by December 31 of the year following the year of the Participant's death. For certain trust Beneficiaries (e.g., an applicable multi-beneficiary trust which meets the requirements of Code section 401(a)(9)(H)(iv)) the entire interest may be distributed over the remaining life expectancy of the trust Beneficiary. The remaining life expectancy is calculated using the age of the Eligible Designated Beneficiary or trust Beneficiary, as applicable, in the year following the year of the Participant's death, reduced by 1 for each subsequent year.

If the Participant's surviving spouse is the Eligible Designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. The minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's benefit by the remaining life expectancy of the surviving spouse. The remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by 1 for each subsequent calendar year.

If the Participant's Eligible Designated Beneficiary is the Participant's minor child, life expectancy payments must begin by December 31 of the year following the year of the Participant's death and continue until the child reaches the age of majority. Unless the remaining interest is payable to the Participant's surviving spouse once the age of majority is reached, the Beneficiary shall cease to be an Eligible Designated Beneficiary as of the date

the child reaches the age of majority and, except as otherwise provided by the IRS under regulation or other guidance, will have 10 years to deplete the account.

If a Beneficiary other than a person (including certain trusts) is named, the Participant will be treated as having no Designated Beneficiary for purposes of determining the distribution period. If there is no Designated Beneficiary, the entire interest must be distributed by December 31 of the year containing the fifth anniversary of the Participant's death.

This Article 4.04(e)(2)(E) will not apply to a qualified annuity (as defined in Section 401 of the SECURE Act and related guidance) that is a binding annuity contract in effect as of December 20, 2019, and at all times thereafter.

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation section 1.401(a)(9)-9.
For purposes of paragraphs 4.04(e)(1) and (2) of this Agreement, required distributions are considered to commence on the Participant's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 4.04(e)(2)(B) of this Agreement.

(f) Additional requirements include the following:

(1) If the Participant participates in two or more 403(b) arrangements, they may satisfy the minimum distribution requirements described above by taking from one 403(b) arrangement the amount required to satisfy the requirement for another in accordance with Treasury Regulation section 1.403(b)-6(e)(7).

(2) Amounts distributed during a calendar year from the Account are part of the minimum required distribution until the total required minimum distribution has been satisfied for that year under Code section 401(a)(9).

(3) The Participant acknowledges that it is their sole responsibility to satisfy the required minimum distribution rules. The Participant agrees that the Custodian shall not be liable for any tax or penalty imposed upon the Participant if the Participant fails to receive any required minimum distribution from the Account.

(4) If the Participant fails to elect a method of distribution by their required beginning date, the Custodian shall have complete and sole discretion to do any one of the following:
- make no distribution until the Participant provides a proper withdrawal request;
- distribute the Participant's entire interest in a single sum payment; or
- distribute the Participant's entire interest over a period certain not extending beyond the Participant's life expectancy or the life expectancy of the Participant and their Beneficiary.

The Custodian will not be liable for any penalties or taxes related to the Participant's failure to take a required minimum distribution.

(5) The value of the Account for purposes of this Article 4.04 is the prior December 31 balance adjusted to include the amount of any outstanding rollovers and transfers under Q&As-7 and 8 of Treasury Regulation section 1.408-8.

(6) The special rule in Treasury Regulation section 1.408-8, A-5 relating to spousal beneficiaries does not apply to the Account, which means that the surviving spouse is not permitted to treat the Account as the spouse's own 403(b) contract.

(7) If the Beneficiary payment election described in Article 4.04(e) of this Agreement is not made by December 31 of the year following the year the Participant dies, the Custodian reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
- distribute the entire Account to the Beneficiary(ies) in a single sum payment;
- distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 4.04(e)(1) or (2) of this Agreement.

The Custodian will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

4.05 **Designation of Beneficiary**

(a) **General Rules –** The Participant may designate one or more persons or entities as Beneficiary of the Account. This designation can only be made on a form provided by or acceptable to the Recordkeeper, and it will only be effective when it is filed with and accepted by the Recordkeeper during the Participant's lifetime. Unless otherwise specified, each Beneficiary designation the Participant files with the Recordkeeper will cancel all previous ones. If the Participant has designated both primary and contingent Beneficiaries and no primary Beneficiary(ies) survives the Participant, the contingent Beneficiary(ies) shall acquire the designated share of the Participant's account. If the Participant does not designate a Beneficiary, or if all of the Participant's primary and contingent Beneficiary(ies) predecease the Participant, the Participant's spouse, or, where no spouse exists, the Participant's estate will be the Beneficiary.

Participant agrees that in the event of a dispute as to the Beneficiary of the Participant's Plan Account, the Recordkeeper or the Custodian, as applicable, can rely on direction of the Employer. In the event the Employer is unable or unwilling to provide such direction, the Recordkeeper or Custodian reserves the right to ask a court of competent jurisdiction to resolve any beneficiary dispute and to recover its costs of doing so, including reasonable attorney's fees, from the Account.

If the Participant designates a spouse Beneficiary and the individual later ceases to be the Participant's spouse, such designation of the individual who becomes an ex-spouse (other than by death) will be deemed void and the ex-spouse shall have no rights as a Beneficiary unless redesignated as a Beneficiary by the Participant subsequent to becoming an ex-spouse.

The Recordkeeper may allow, if permitted by state law, an original Beneficiary(ies) (the Beneficiary(ies) who is entitled to receive distribution(s) from an inherited account at the time of the Participant's death) to name a successor Beneficiary(ies) for the inherited account. This designation can only be made on a form provided by or acceptable to the Recordkeeper, and it will only be effective when it is filed with the Recordkeeper during the Participant's Beneficiary's(ies') lifetime. Unless otherwise specified, each Beneficiary designation form that the original account Beneficiary(ies) files with the Recordkeeper will cancel all previous ones. The consent of a successor Beneficiary(ies) shall not be required for the original account Beneficiary(ies) to revoke a successor Beneficiary(ies) designation. If the original Account Beneficiary(ies) does not designate a successor Beneficiary(ies), their estate will be the successor Beneficiary. In no event shall the successor Beneficiary(ies) be able to extend the distribution period beyond that required for the original account Beneficiary.

Notwithstanding anything to the contrary in this Article 4.05(a), all beneficiary designations made by the Participant shall be determined after application of applicable state "slayer" statutes, when appropriate.

(b) **Minors –** If upon the death of the Participant a Beneficiary who has not attained the age of majority is entitled to receive any undistributed assets of the Account, the Custodian may transfer assets to an inherited account for the benefit of the minor Beneficiary. So long as the Beneficiary is a minor, such inherited account shall be controlled by such person or persons who demonstrate his or their authority to act on behalf of the minor, such as the guardian, conservator, or other legal representative of such Beneficiary; the parent to such Beneficiary; a custodian appointed under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act; a person appointed by the Participant to act as an authorized representative for such minor Beneficiary with respect to the account in a writing filed with the Recordkeeper, in the Participant's last will and testament as admitted to probate, or in a trust document as to which the Participant is grantor; or to any person having control or custody of such minor Beneficiary. Any minor Beneficiary shall be deemed to be a minor until such Beneficiary reaches the age of majority under the law of the state of the minor's domicile with respect to the right to own mutual funds and other investments.

4.06 **Distribution of Excess Amounts –** If required or permitted by law or regulations, upon the request of the Participant, the Custodian may distribute any excess amount to the Participant, as permitted by Treasury Regulations section 1.403(b)-4(f)(3) and (4). Generally, an excess amount is the amount of any contribution made on behalf of the Participant for the Participant's tax year that exceeds the maximum amount allowable as a contribution for such tax year, as described in Article 2.05 of this Agreement.

4.07 **Eligible Rollover Distributions** – This Agreement shall satisfy the requirements of Treasury Regulation section 1.403(b)-3(a)(7), including further requirements described in Treasury Regulation section 1.403(b)-7(b)(2). Accordingly, at the election of the Participant (or the surviving spouse Beneficiary of the Participant) the Custodian shall pay any eligible rollover distribution to an eligible retirement plan described in Code section 402(c)(8)(B) (including an individual retirement plan described in Code section 408, qualified retirement plan under Code section 401(a) or 403(a), another annuity contract or account described in Code section 403(b), or an eligible plan under Code Section 457(b) maintained by a government employer) in a direct rollover for the Participant (or Beneficiary). The definition of eligible retirement plan will also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p). Further, a Beneficiary (including a nonspouse Beneficiary) may directly roll over their portion of any eligible rollover distribution to an inherited individual retirement arrangement (under Code Section 408 or 408A). No amount that is distributed on account of hardship will be an eligible rollover distribution, and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

The Participant (or surviving spouse Beneficiary, former spouse, or non-spouse Beneficiary) who desires such a direct rollover must specify the individual retirement plan, qualified plan, 403(b) plan, or eligible plan under Code section 457(b) to which the eligible rollover distribution is to be paid, and satisfy such other reasonable requirements as the Custodian may impose.

Special rollover rules apply to Roth Elective Deferrals as specified in Treasury Regulation section 1.403(b)-7(b)(2).

ARTICLE V – RESPONSIBILITIES AND DUTIES OF THE CUSTODIAN

5.01 **Duties of the Custodian** – The Custodian shall have the following obligations and responsibilities:

(a) to hold contributions received by it in the Account, to invest and reinvest the principal and income of the Account in Vanguard® Mutual Funds and keep the same invested without distinction between principal and income;

(b) to register any property held by it in its own name, or in nominal bearer form, that will pass delivery;

(c) to maintain records of all relevant information as may be necessary for the proper administration of the Account and such other data information as may be necessary;

(d) to employ such agents and counsel, including legal counsel, as the Custodian determines to be reasonably necessary to manage and protect the assets of the Account, to handle controversies under Article 5.02, Article 6.01(b), or any other Article of this Agreement, or to defend itself successfully against allegations of breach of this Agreement, and to pay them reasonable compensation from the Account unless otherwise paid by the Employer; and

(e) to do all other acts necessary or desirable for the proper administration of the Account assets.

5.02 **Records and Reports**

(a) Records. The Custodian shall maintain accurate records of all Account assets, including all contributions, distributions, or other transactions of the Account, and those records shall be available at all reasonable times for inspection by the Recordkeeper, the Employer, the Plan Administrator, or the Participant.

(b) Reports. The Custodian shall cause to be submitted to the Recordkeeper such reports as agreed upon between the Custodian and the Recordkeeper. The Custodian shall not maintain records regarding the allocation of assets and liabilities (including loans to Participants and Beneficiaries under Article II) to Participants and Beneficiaries or to perform any balancing and reconciliation of the Plan assets. The Recordkeeper shall maintain appropriate balancing and reconciliation procedures for the Plan and is responsible for maintaining accurate records of the Plan assets. This would include balancing, reconciliation and allocation of all assets and liabilities of the Plan. Nothing contained in this Agreement shall deprive the Custodian of the right to have a judicial settlement of its accounts.

Assets of the Account shall be valued as of each valuation date at fair market value as determined by the Custodian based upon prices which are obtained directly from the Vanguard® Mutual Fund or from quotation services. The Custodian makes no representation or warranty regarding the accuracy of prices obtained from such sources, the relationship of quoted prices to actual value, the duration that quoted prices may continue to be available from such sources, or the likelihood of any increase or decrease in quoted prices or actual values.

(c) The Custodian shall prepare and file with appropriate government agencies only such returns and other information as may be required by law to be filed by the Custodian.

5.03 **Information Sharing –** The Participant understands and agrees that the Custodian, the Recordkeeper, and any of their respective agents may share information about the Account (including, but not limited to, data related to contribution amounts, distributions, and withdrawals) with the Employer or with other entities at the direction of the Employer or as otherwise required by law. The Participant further understands and agrees that the Custodian, the Recordkeeper, and any agents thereof, may share information about the Account with each other as well as with the following: (a) their officers, employees and directors who have a business need to know such information; and (b) their attorneys, accountants, consultants, agents, affiliates, independent contractors, or professional advisors who (i) have a business need to know such information and (ii) are subject to professional or written obligations of confidentiality.

5.04 **Custodian Not Responsible for Certain Actions** – The Custodian has no duty to take any action with respect to the Account except upon the written instruction of the Participant or the Participant's Beneficiary, if applicable. Further, the Custodian shall have no responsibility for determining the amount of or collecting contributions to the Account made pursuant to this Agreement; selecting the investments for the Account; determining the amount, character or timing of any distribution to the Participant under this Agreement; determining the Participant's maximum contribution amount; or maintaining or defending any legal action in connection with this Agreement, unless agreed upon by the Custodian and the Participant.

5.05 **Indemnification of Custodian** –The Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the regulations promulgated thereunder with respect to 403(b) plans. The Participant agrees to indemnify and hold the Custodian harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with this Agreement.

5.06 **Custodian's Fees and Expenses** – The Custodian has the right to charge an annual service fee or other designated fees (e.g., a transfer or rollover fee) for maintaining the Participant's Account. In addition, the Custodian has the right to be reimbursed for all reasonable expenses, including legal expenses, it incurs in connection with the administration of the Participant's Account.

All fees, taxes and expenses charged to a Custodial Account may be collected by the Custodian from any contribution, transfer, or dividend credited or to be credited to a fund or by redeeming mutual fund shares credited to that Custodial Account.

(a) The Custodian may charge the Participant separately for any fees or expenses, or it may deduct the amount of the fees or expenses from the assets in the Participant's Account at its discretion or pursuant to the Custodian's fee arrangement with the Recordkeeper. Moneys to be used to fund disbursements that have not yet been presented for payment and moneys to be invested in any investment where the appropriate data or investment direction as not been timely provided to the Custodian or the Recordkeeper (i.e. the Custodian has received the funds to be invested but has not received the corresponding investment data) may be retained by the Custodian in cash or invested temporarily. Moneys to be invested will generally be invested within one business day of receipt of funds and the correct corresponding investment data.

(b) As additional compensation for its services hereunder, the Custodian shall retain any interest earned on amounts to be invested pending receipt of investment instructions and the amounts in its disbursement account until disbursements are presented for payment, and interest earned in its contribution account until the amounts are invested. This interest is commonly known as "float" and is paid by the financial institutions at which the Custodian maintains such accounts and/or the investments in which the Custodian invests in such accounts. While assets are held in these accounts, the assets shall not be considered plan assets. Generally, funds are distributed the same day as the distribution request is received or when the distribution data is in good order. The assets on which float is earned are invested in a privately managed account that may include stable value fund(s) and various overnight deposits with next day availability. The upcoming month's expected rate of return and historical actual rates of return for the assets on which float is earned are disclosed at www.ascensus.com/trust/trust-disclosures.

5.07 **Insufficiency of Funds –** In accordance with its operational procedures, the Custodian or a sub-custodian may effect investment instructions prior to actual receipt of funds associated with contributions, transfers, exchanges or loan repayments made by check or ACH. In the event there are insufficient funds to settle an investment transaction, Employer agrees to wire funds to cure the insufficiency upon the date it receives written notice of the insufficiency from the Custodian or Recordkeeper. The Custodian may in its discretion reverse any investment transaction for which funds are insufficient, and will not be liable for any losses incurred as a result of such reversal or as the result of other reasonable measures taken by it to resolve the insufficiency. The Participant agrees to reimburse the Custodian for any expenses or losses incurred by it in the event a contribution or other payment accepted by the Custodian from or on behalf of the Participant is returned for insufficient funds. The Participant authorizes the Custodian to deduct any such losses or expenses from their Account.

5.08 **Administrative Duties Regarding Beneficiaries**

(a) Identification of Beneficiaries. The Recordkeeper shall be responsible for determining the identity or interest of any Beneficiary. The Custodian may rely upon such determination and shall have no liability for its good faith reliance upon such determinations. The Custodian will be fully indemnified against any cost or damage incurred in connection with such reliance upon the Recordkeeper's determination. It is the responsibility of the Beneficiary or the personal representative of the Participant or of the Beneficiary to notify the Recordkeeper or Custodian of the death of the Participant or Beneficiary, and to provide it with such documentation as may be necessary to determine the rights of the Beneficiary.

(b) Additional Information. The Custodian reserves the right to request such additional information and documentation from the Recordkeeper as the Custodian deems may be needed in respect of establishment, maintenance, and distributions from the Account.

ARTICLE VI – AMENDMENT AND TERMINATION

6.01 **Amendment of Agreement** – By completion and submission of an executed Agreement, the Participant delegates to the Custodian all authority to amend this Agreement by written notification from the Custodian to the Participant as to any term hereof, at any time (including retroactively). Any amendment the Custodian makes to comply with the Code and related regulations does not require the Participant's consent. The Custodian may also amend this Agreement to the extent necessary or appropriate to permit the efficient administration of the Account. The Participant will be deemed to have consented to such amendment unless, within 30 days from the date the Custodian mails the amendment, the Participant notifies the Custodian in writing that he or she does not consent. Any handwritten changes, markings, or other alterations to this Agreement as initially provided to the Participant will be binding upon Custodian only if initialed by a duly authorized officer of Custodian. No amendment shall be made that may operate to disqualify the Account under Code section 403(b)(7).

6.02 **Termination by Participant** – The Participant reserves the right to terminate this Agreement by withdrawing all assets from the Account or by causing the transfer of all Account assets to another 403(b) arrangement.

6.03 **Resignation or Removal of Custodian** – The Custodian may resign as Custodian of any Participant's Account upon 90 days written notice to the Participant. Upon such resignation or removal, a successor Custodian shall be named. Upon designation of a successor Custodian, the Custodian shall transfer the assets held pursuant to the terms of this Agreement to the successor Custodian. The Custodian may retain a portion of the assets to the extent necessary to cover reasonable administrative fees

and expenses. The Custodian may be removed by the Participant at any time by directing the Recordkeeper to implement a plan-to-plan transfer or contract exchange with respect to the Participant's entire Account in accordance with Articles 2.03 or 2.06 respectively.

Any successor Custodian appointed to serve under this Agreement shall be a bank, as defined in Code section 408(n), or such other person who is qualified to serve as a Custodian under Code section 401(f)(2).

6.04 **Successor Custodian** – If the Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if the Custodian (or any portion that includes the Participant's Account) is bought by another organization, that organization (or agency) shall automatically become the Custodian of the Account, but only if it is the type of organization authorized to serve as a Custodian of a 403(b) arrangement.

6.05 **Plan Termination** – For taxable years beginning on or after January 1, 2009, where a Participant or Beneficiary does not affirmatively elect to receive a distribution, the plan administrator of the Plan may effectuate the termination of the Plan by distributing an individual custodial account in-kind to the Participant or Beneficiary, to the extent permitted by the Plan, Treasury Regulation section 1.403(b)-10(a), IRS Revenue Ruling 2020-23, and related guidance.

ARTICLE VII – LOANS TO PARTICIPANTS

7.01 **General Rules** – The following rules shall apply with respect to loans to the Participant from their Account.

(a) Loans shall be authorized by the Participant in a written form acceptable to the Custodian.

(b) Loans must be adequately secured. Although it is the intention that loans to Participants shall be repaid, the collateral for each loan shall be the assignment of the Participant's right, title and interest in and up to 50 percent of the Participant's Account, and such other security as the Custodian may require.

(c) Each loan must bear interest at a reasonable rate. The interest rate shall be the prime rate plus one percent. For purposes of this paragraph (c), the prime rate shall be the prime rate published in the Wall Street Journal on the last business day immediately preceding the day the loan is made to the Participant.

(d) No Participant loan shall exceed the present value of the Participant's vested interest in their Account.

(e) No Participant loan will be made through credit cards or other similar arrangements.

(f) In the event of a default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Agreement.

(g) The Custodian shall not have any duty to determine whether a loan meets the requirements of this Article 7.01 or any other requirements of the Code or related rules or regulations, and shall not be liable to the Participant or any Employer for any failure of the loan to meet such requirements. The Custodian shall have no duty to determine whether any loan is in default.

7.02 **Participant Loan Limit** – No loan to any Participant can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of (a) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans on the date the loan is made, or (b) one-half of the present value of the vested interest of the Participant in their Account. This limit shall apply in the aggregate to all Accounts or annuity contracts established under Code section 403(b) by the Participant's Employer on behalf of the Participant.

Notwithstanding the foregoing, as allowed under the Plan documents and pursuant to rules promulgated by the IRS, a Participant who is permitted to receive a loan from their Account and is a Qualified Individual will be entitled to request a loan during the period beginning on March 27, 2020, and ending on September 22, 2020. With respect to a loan that is made to a Qualified Individual, the maximum loan percentage in this Article 7.02 shall be applied by substituting "100 percent of the present value of the vested interest of the Participant in their Account" for "one-half of the present value of the vested interest of the Participant in their Account" and the maximum loan amount shall be determined by substituting "$100,000" for "$50,000."

7.03 **Repayment Term** – Any loan shall, by its terms, require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit that within a reasonable time will be used as the principal residence of the Participant.
In the case of a Participant who is a Qualified Individual with an outstanding loan on or after March 27, 2020, 1) if the due date to repay the loan, which otherwise meets the terms of repayment, occurs during the period beginning on March 27, 2020, and ending on December 31, 2020, such due date shall be delayed for one year, 2) any subsequent repayments with respect to the loan shall be appropriately adjusted to reflect the delay in the due date and any interest accruing during such delay, and 3) in determining compliance with the repayment terms of the loan, the one-year period described above shall be disregarded.

ARTICLE VIII – MISCELLANEOUS

8.01 **Applicable Law** – This Agreement is established with the intention that it qualify as a custodial account under Code section 403(b)(7), and that contributions to the same be treated accordingly. This Agreement is subject to all applicable federal and state laws and regulations, particularly regulations issued under Code section 403(b). If it is necessary to apply any state law to interpret and administer this Agreement, the laws of the state in which the Custodian's principal place of business is located shall govern.

If any provision of this Agreement shall for any reason be deemed invalid or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect, and shall not be invalidated. Neither the Participant's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or the Participant's right or the Custodian's right thereafter to enforce each and every such provision.

8.02 **Alienation** – Subject to Article 8.06 of the Agreement below, the assets of the Participant in their Account shall not be subject to alienation, assignment, trustee process, garnishment, attachment, execution or levy of any kind, nor shall such assets be subject to the claims of the Participant's creditors. A Participant or Beneficiary shall have no right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which such Participant or Beneficiary may expect to receive under the Plan.

8.03 **Terms of Employment** – Neither the fact of the implementation of this Agreement nor the fact that an Employee has become a Participant, shall give to such Employee any right to continued employment; nor shall either fact limit the right of the Participant's Employer to discharge or to deal otherwise with an Employee without regard to the effect such treatment may have upon the Employee's rights as a Participant under this Agreement.

8.04 **Notices and Change of Address** – Any required notice regarding this Account will be considered effective when the Custodian sends it to the intended recipient at the last address that it has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it. The Participant or the intended recipient must notify the Custodian of any change of address. Any notice or other communication that the Employer or Participant may give to the Custodian shall be deemed given upon actual receipt of said notice to the Custodian at the following address:

Ascensus Trust Company
1655 43rd Street South, Suite 100
Fargo, ND 58103

8.05 **Force Majeure** – The Custodian shall not be responsible or liable for, and shall not be considered in breach of this Agreement due to, any failure of or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by events or circumstances beyond its reasonable control, including but not limited to: acts of God, acts of civil or military authority, acts of government, accidents, environmental disasters, natural disasters or events, fires, floods, earthquakes, hurricanes, explosions, lightning, suspensions of trading, epidemics, pandemics, public health crises, quarantines, wars, acts of war (whether war is declared or not), terrorism, threats of terrorism, cyber-attacks, insurrections, embargoes, riots, strikes, lockouts or other labor disturbances, disruptions of supply chains, civil unrest, revolutions, power or other mechanical failures, loss or malfunction of utilities or communications services, delays or stoppage of postal or courier services, delays or stoppage of transportation, and any other events or circumstances beyond its reasonable control whether similar or dissimilar to any of the foregoing (all enumerated and described events in this section individually and collectively, "Force Majeure").

8.06 **Matters Relating to Divorce** – Upon receipt of a domestic relations order, the Custodian may retain an independent third party to determine whether the order is a qualified domestic relations order pursuant to Code section 414(p). Distributions may be made pursuant to such an order.

8.07 **Coordination with Plan** – If any terms of the Plan and the Agreement conflict, the terms of the Plan shall govern.

8.08 **Agents** – In performing its obligations under the Agreement, the Custodian shall be entitled to employ suitable agents, counsel, sub-custodians, and other service providers.

8.09 **Death Benefits and Other Incidental Benefits** – The Agreement shall satisfy the incidental benefit requirement of Treasury Regulation section 1.401-1(b)(1)(ii) (in form or in operation) as described in Treasury Regulation section 1.403(b)-6(g).

8.10 **Representations and Responsibilities** – The Participant represents and warrants to the Custodian that any information they have given or will give the Custodian with respect to this Agreement is complete and accurate. Further, the Participant agrees that any directions they give the Custodian, or action the Participant takes will be proper under this Agreement, and that the Custodian is entitled to rely upon any such information or directions. If the Custodian fails to receive directions from the Participant regarding any transaction, or if the Custodian receives ambiguous directions regarding any transaction, or the Custodian, in good faith, believes that any transaction requested is in dispute, it reserves the right to take no action until further clarification acceptable to

the Custodian is received from the Participant or the appropriate government or judicial authority. The Custodian shall not be responsible for losses of any kind that may result from the Participant's directions to the Custodian or the Participant's actions or failures to act, and the Participant agrees to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments or expenses the Participant incurs in connection with the Participant's Account. The Custodian has no duty to determine whether the Participant contributions or distributions comply with the Code, regulations, rulings or this Agreement. The Custodian may permit the Participant to appoint, through written notice acceptable to the Custodian, an authorized agent to act on their behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager); however, the Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Custodian shall not be responsible for losses of any kind that may result from directions, actions or failures to act by the Participant's authorized agent, and the Participant agrees to reimburse the Custodian for any loss it may incur as a result of such directions, actions or failures to act by the Participant's authorized agent.

The Participant will have sixty (60) days after he or she receives any documents, statements or other information from the Custodian to notify the Custodian in writing of any errors or inaccuracies reflected in these documents, statements or other information. If the Participant does not notify the Custodian within 60 days, the documents, statements or other information shall be deemed correct and accurate, and the Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

To the extent written instructions or notices are required under this Agreement, the Custodian may accept or provide such information in any other form permitted by the Code or applicable regulations.

8.11 **Exclusive Benefit** – The assets held in the Account cannot be used for, or diverted to, purposes other than for the exclusive benefit of the Participant or the Participant's Beneficiary (assets are treated as diverted to the Participant's Employer if that Employer borrows assets from the Account).

8.12 **Arbitration –** Any dispute, claim or controversy arising out of, in connection with or relating to the performance of this Agreement or its termination, including the determination of the scope or applicability of this Agreement to arbitrate, will be resolved by binding arbitration before a single arbitrator in the state of our principal place of business, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). To the extent that any of the provisions of this agreement conflict with the any AAA rules, the express provisions of this agreement will apply. The arbitrator will be a practicing attorney or retired judge with experience with individual retirement accounts and the other subject matter(s) of the claim. The arbitrator's award will be final and binding on the parties, and judgment rendered thereon may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award will be maintained by the parties and arbitrator as strictly confidential, except as is otherwise required by court order, or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the following representatives of a party that have a need to know and agree to keep such information confidential: attorneys, tax advisors and senior management. BY AGREEING TO THIS ARBITRATION PROVISION, THE PARTICIPANT AND THE CUSTODIAN ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY.

8.13 **Necessary Parties –** To the extent permitted by law, only the Participant and the Custodian shall be necessary parties in any application to the court for an interpretation of this Agreement or for an accounting by the Custodian, and no Participant, Beneficiary, or other person having an interest in the Account shall be entitled to any notice or service of process. Any final judgment entered in such an action or proceeding shall, to the extent permitted by law, be conclusive upon all persons claiming in this Agreement.

