

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

**PROTOTYPE
403(b) THRIFT PLAN
BASIC PLAN DOCUMENT NO. 09
ADOPTION AGREEMENT NO. 001**

FOR

GOODWILL INDUSTRIES OF SOUTH MISSISSIPPI, INC.

GULFPORT, MISSISSIPPI

(Internal Revenue Service Letter Serial No. J300870a)

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Section 1 - ADOPTION AGREEMENT

If you have any questions about this Adoption Agreement, contact Mutual at the address or telephone number below and ask for your Service Representative. This is Adoption Agreement No. 001 for use in conjunction with Mutual's Basic Plan Document No. 09.

Mutual of America Life Insurance Company
320 Park Avenue
New York, New York 10022
(212) 224-1600

The undersigned Employer hereby establishes or amends its plan to be known as the 403(b) THRIFT PLAN for Employees of the Employer named in Section 1.1(a) and the Employer hereby adopts Mutual's PROTOTYPE 403(b) THRIFT PLAN, (hereinafter referred to as the "**Plan**"), to be effective (unless otherwise indicated) as of the date specified in 1.1(b) or 1.1(c) as the case may be below, for the exclusive benefit of its Employees who qualify under the terms and conditions thereof.

If an Amendment Effective Date is specified in Section 1.1(c) below, the Plan is a continuation as of the Amendment Effective Date of the plan in effect immediately before that date. The Employer hereby selects the following plan specifications for its Plan.

1.1 EMPLOYER, ADMINISTRATOR, EFFECTIVE DATE(S)

(a) NAME OF EMPLOYER: GOODWILL INDUSTRIES OF SOUTH MISSISSIPPI, INC.
(full corporate name)

(b) PLAN EFFECTIVE DATE: January 1, 2007 (Enter the original effective date of the Plan).

Note: A participant's election to make Salary Reduction Contributions to this Plan may not be applied retroactively to Compensation earned prior to the latest of: (i) the date of that election, (ii) the original Effective Date of the Plan or (iii) the original adoption (execution) date of the Plan.

(c) AMENDMENT EFFECTIVE DATE: July 1, 2018 (This date must be later than the date in 1.1(b) but no earlier than January 1, 2009).

(d) PLAN YEAR: The twelve consecutive month period beginning

(1) January 1 and ending December 31.

(2) _____ and ending _____.

(e) PLAN ADMINISTRATOR:

(1) Employer.

(2) If more than one employer is covered under the Plan, or an organization other than the Employer is named, the Plan Administrator should be specified below. (Mutual of America may not be the Plan Administrator.)

(Name and/or Title)

(Address)

(f) ORGANIZATIONAL STATUS:

- (1) Section 501(c)(3) Organization (other than a Church or Qualified Church Controlled Organization described below).
- (2) Church or Qualified Church-Controlled Organization described in Section 3121(w)(3)(A) or (B) of the Code as reflected in this plan document.
- (3) Public Educational Institution sponsored by a State as described in Sections 1.403(b)-2(b)(14) and (20) of the Treasury Regulations.

Note: Employers in categories (2) or (3) above who adopt this plan shall adopt a plan that complies with certain provisions of ERISA although certain church and government plans are exempt from ERISA. Employers who are not described in (1), (2) or (3) above may not adopt a 403(b) arrangement.

(g) AFFILIATION

- (1) With the written consent of the principal employer identified in Section 1.1(a), an employer may become an affiliated employer by adopting this Plan, pursuant to a written resolution of the affiliated employer's Board of Directors or similar governing Board, or an authorized committee of that Board. All affiliated employers are listed on the attached Appendix B including the effective date from which Years of Service are computed for the employees of each affiliated employer.

This Plan may be amended at any time to add or withdraw an affiliated employer from Appendix B specifying in such amendment the effective date of such addition or withdrawal. The principal employer is the agent for the affiliated employer for all purposes under this Plan. For all purposes of this Plan, employment with any affiliated employer shall be considered employment with the Employer.

Every affiliated employer covered under this Plan must be an employer described in Section 1.1(f).

- (2) This Section is not applicable.

(h) TYPE OF ENTITY:

- (1) The Employer is a member of a controlled group as defined in Section 414(b) or (c) of the Code.
- (2) The Employer is a member of an affiliated service group defined in Section 414(m) of the Code.
- (3) Neither of the above apply.

1.2 ELIGIBILITY

(a) ELIGIBLE CLASS OF EMPLOYEES:

(1) SALARY REDUCTION CONTRIBUTIONS (Check one)

- (A) Salary Reduction Contributions are not permitted under this Plan.
- (B) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income.

- (C) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income and those (Check one or more)

- (1) who normally work less than 20 hours per week.

Note: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

- (2) who are eligible to make Salary Reduction Contributions to another plan of the Employer described in Section 401(k), 403(b) or a governmental eligible deferred compensation plan described in Section 457(b) of the Code.

- (3) who are students performing services described in Section 3121(b)(10) of the Code.

Note: If the opportunity to make Salary Reduction Contributions is made available to any member of any class of Employees excludable under this Section 1.2(a)(1)(C), then all Employees of that class will be eligible to make Salary Reduction Contributions (including Roth Contributions).

(2) EMPLOYER MATCHING CONTRIBUTIONS (Check one)

- (A) Employer Matching Contributions are not permitted under this Plan.

- (B) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income, and those who are classified or treated as independent contractors or other non-employees by the Employer on its payroll records or otherwise (even if a government agency or court with the jurisdiction determines that such persons are deemed to be Employees for any purpose under common-law principles or federal, state or local law).

- (C) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income, those who are classified or treated as independent contractors or other non-employees by the Employer on its payroll records or otherwise (even if a government agency or court with the jurisdiction determines that such persons are deemed to be Employees for any purpose under common-law principles or federal, state or local law) and those (Check one or more):

- (1) who are covered under a collective bargaining agreement between the Employer and Employee representatives if retirement benefits were the subject of good faith bargaining and if 2% or less of the Employees covered by that agreement are professionals as defined in Section 1.410(b)-9 of the IRS Regulations. For this purpose, the term “**Employee representative**” does not include any organization more than half of whose members are Employees who are owners, officers or executives of the Employer.
- (2) who are “**Highly Compensated Employees**”.
- (3) who are paid on a commission basis only.
- (4) who are paid on an hourly basis only.
- (5) who are paid on a salaried basis only.
- (6) who are eligible to make Salary Reduction Contributions to another plan of the Employer described in Section 401(k), 403(b) or a governmental eligible deferred compensation plan described in Section 457(b) of the Code.
- (7) who are students performing services described in Section 3121(b)(10) of the Code.
- (8) Other: Goodworks Staff. [Must not be a classification that (i) is based on periods of service (such as part-time or seasonal employees) or (ii) excludes all Non-Highly Compensated Employees except the lowest-paid, most recently hired individuals or (iii) excludes all Non-Highly Compensated Employees except the minimum number necessary to satisfy the coverage requirements of Section 410(b) of the Code.]

(A Plan that uses this exception must comply with the minimum participation rule of Section 401(a)(26) of the Code (for Plan Years beginning before 1997) and the minimum coverage rule of Section 410(b) of the Code, unless it is a plan maintained by a church or a qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality of a State or local government.)

Note: If the opportunity to receive Employer Matching Contributions is made available to any member of any class of Employees excludable under this Section 1.2(a)(2)(C) then all Employees of that class will be eligible to receive Employer Matching Contributions.

(3) EMPLOYER BASE CONTRIBUTIONS (Check one)

- (A) Employer Base Contributions are not permitted under this Plan.
- (B) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income, and those who are classified or treated as independent contractors or other non-employees by the Employer on its payroll records or otherwise (even if a government agency or court with the jurisdiction determines that such persons are deemed to be Employees for any purpose under common-law principles or federal, state or local law).

■ (C) All Employees of the Employer described in Section 2.13 are eligible except for those who are non-resident aliens (as described in Section 410(b)(3)(C) of the Code) with no U.S. source income, those who are classified or treated as independent contractors or other non-employees by the Employer on its payroll records or otherwise (even if a government agency or court with the jurisdiction determines that such persons are deemed to be Employees for any purpose under common-law principles or federal, state or local law) and those (Check one or more):

■ (1) who are covered under a collective bargaining agreement between the Employer and Employee representatives if retirement benefits were the subject of good faith bargaining and if 2% or less of the Employees covered by that agreement are professionals as defined in Section 1.410(b)-9 of the IRS Regulations. For this purpose, the term “**Employee representative**” does not include any organization more than half of whose members are Employees who are owners, officers or executives of the Employer.

(2) who are “**Highly Compensated Employees**”.

(3) who are paid on a commission basis only.

(4) who are paid on an hourly basis only.

(5) who are paid on a salaried basis only.

■ (6) who are eligible to make Salary Reduction Contributions to another plan of the Employer described in Section 401(k), 403(b) or a governmental eligible deferred compensation plan described in Section 457(b) of the Code.

(7) who are students performing services described in Section 3121(b)(10) of the Code.

■ (8) Other: Goodwill Staff. [Must not be a classification that (i) is based on periods of service (such as part-time or seasonal employees) or (ii) excludes all Non-Highly Compensated Employees except the lowest-paid, most recently hired individuals or (iii) excludes all Non-Highly Compensated Employees except the minimum number necessary to satisfy the coverage requirements of Section 410(b) of the Code.]

(A Plan that uses this exception must comply with the minimum participation rule of Section 401(a)(26) of the Code (for Plan Years beginning before 1997) and the minimum coverage rule of Section 410(b) of the Code, unless it is a plan maintained by a church or a qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality of a State or local government.)

Note: If the opportunity to receive Employer Base Contributions is made available to any member of any class of Employees excludable under this Section 1.2(a)(3)(C) then all Employees of that class will be eligible to receive Employer Base Contributions.

(b) MINIMUM AGE AND SERVICE REQUIREMENTS:

(1) SALARY REDUCTION CONTRIBUTIONS

(A) Salary Reduction Contributions are not permitted under this Plan.

(B) Salary Reduction Contributions are permitted under this Plan.

(i) Age Requirement

(1) There shall be no minimum age requirement.

(2) The minimum age requirement is _____.

(ii) Service Requirement

(1) There shall be no minimum service requirement.

(2) The minimum service requirement is _____ Months of Eligibility Service [not to exceed 12 Months] whether or not completed consecutively. For this purpose, a Month of Eligibility Service means a month of Vesting Service determined in accordance with Sections 3.3 and 3.4 but without regard to Section 1.5(c).

(3) The minimum Year(s) of Service requirement is _____ Year(s) of Service.

Note: There shall be no minimum age requirement and no minimum service requirement to make Salary Reduction Contributions under this Plan unless the Employer is a church or a qualified church-controlled organization described in Section 3121(w)(3) of the Code.

(2) EMPLOYER MATCHING CONTRIBUTIONS

(A) Employer Matching Contributions are not permitted under this Plan.

(B) Employer Matching Contributions are permitted under this Plan.

(i) Age Requirement

(1) There shall be no minimum age requirement.

(2) The minimum age requirement is _____.

Note: The minimum age required for eligibility generally may not exceed age 21. However, an educational institution described in Section 410(a)(1)(B)(ii) of the Code may require a minimum age up to age 26, if the plan provides for 100% vesting upon the completion of no more than one Year of Vesting Service and does not require more than one Year of Service for eligibility. In addition, a plan maintained by a church or a qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality thereof, may impose a minimum age requirement higher than 21.

(ii) Service Requirement

(1) There shall be no minimum service requirement.

- (2) The minimum Year(s) of Service requirement is ____ Year(s) of Service.
- (3) The minimum service requirement is ____ Months of Eligibility Service (not to exceed 24 Months) whether or not completed consecutively. For this purpose, a Month of Eligibility Service means a month of Vesting Service determined in accordance with Sections 3.3 and 3.4 but without regard to Section 1.5(b).

Note: The minimum service requirement for eligibility generally may not exceed one year. However, up to two Years (or 24 Months) of Service may be required for eligibility, if the Plan provides for 100% vesting upon the completion of no more than two Years of Vesting Service. In addition, a plan maintained by a church or a qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality thereof, may require more than one Year of Service for eligibility.

For all Employers adopting this Plan, including those not subject to the requirements of ERISA, the definition of Eligibility Service described in Section 3 is designed to comply with the requirements of ERISA.

(3) EMPLOYER BASE CONTRIBUTIONS

(A) Employer Base Contributions are not permitted under this Plan.

(B) Employer Base Contributions are permitted under this Plan.

(i) Age Requirement

(1) There shall be no minimum age requirement.

(2) The minimum age requirement is ____.

Note: The minimum age required for eligibility generally may not exceed age 21. However, an educational institution described in Section 410(a)(1)(B)(ii) of the Code may require a minimum age up to age 26, if the plan provides for 100% vesting upon the completion of no more than one Year of Vesting Service and does not require more than one Year of Service for eligibility. In addition, a plan maintained by a church or qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality thereof, may impose a minimum age requirement higher than 21.

(ii) Service Requirement

(1) There shall be no minimum service requirement.

(2) The minimum Year(s) of Service requirement is ____ Year(s) of Service.

(3) The minimum service requirement is ____ Months of Eligibility Service (not to exceed 24 Months) whether or not completed consecutively. For this purpose, a Month of Eligibility Service means a month of Vesting Service determined in accordance with Sections 3.3 and 3.4 but without regard to Section 1.5(b).

Note: The minimum service requirement for eligibility generally may not exceed one year. However, up to two Years (or 24 Months) of Service may be required for eligibility if the Plan provides for 100% vesting upon the completion of no more than two Years of Vesting Service. In addition, a plan maintained by a church or qualified church-controlled organization described in Section 3121(w)(3) of the Code, or a governmental plan described in Section 414(d) of the Code that is maintained by a State or local government or a political subdivision, agency or instrumentality thereof, may require more than one year of service for eligibility.

For all Employers adopting this Plan, including those not subject to the requirements of ERISA, the definition of Eligibility Service described in Section 3 is designed to comply with the requirements of ERISA.

- (c) YEARS OF SERVICE shall mean a period of twelve consecutive months described in Section 1.2(e) in which the Employee completes the following number of Hours of Service:

(1) 1,000 Hours of Service.

(2) _____ Hours of Service.

Note: May not exceed 1,000 Hours of Service. The Years of Service definition is intended to comply with ERISA and must be used by any Employer adopting this Plan document, even if such Employer's plan is not subject to ERISA.

- (d) PRIOR SERVICE COUNTED TOWARDS ELIGIBILITY

(1) The minimum service requirement indicated in Section 1.2(b) is waived for any Employee who has been a Participant in this Plan or a Prior Plan.

(2) The minimum service requirement indicated in Section 1.2(b) is waived for any Employee who has been a Participant in this Plan or a Prior Employer's Plan.

(3) For purposes of eligibility, an Employee's service: (check one or more)

(A) with an organization in the non-profit health or social service field;

(B) with a non-profit educational institution;

within the three-year period immediately before his employment with the Employer shall be counted towards the minimum service requirement indicated in Section 1.2(b) provided he has met the Hours of Service requirement indicated in Section 1.2(c) with such organization for any year of prior service to be counted towards eligibility under this Plan.

(4) The following period(s) of service with the following organization(s) shall be counted toward the minimum service requirement for eligibility:

(specify organization(s) and period(s) of service)

(5) Prior service with any other employer shall not count towards eligibility.

(e) ELIGIBILITY COMPUTATION PERIOD

For purposes of determining Eligibility Service in accordance with Section 3.2, each Employee's initial eligibility computation period shall be the twelve consecutive month period beginning on the day he first performs an Hour of Service for the Employer. Each subsequent eligibility computation period shall be (Check one):

- (1) A twelve consecutive month period beginning on the anniversary of the day that the Employee first performed an Hour of Service for the Employer.
- (2) A Plan Year, beginning with the Plan Year that commences during the Employee's initial eligibility computation period. If this Section 1.2(e)(2) is elected, any Employee who completes at least the number of Hours of Service selected in Section 1.2(c) during both his initial eligibility computation period and the Plan Year in which that period ends will be credited with two years of eligibility service, even if that means that certain Hours of Service are counted twice.

1.3 CONTRIBUTIONS

(a) SALARY REDUCTION CONTRIBUTIONS (Complete (1), (2) and (3) below):

- (1) Amount of Salary Reduction Contributions: Subject to Section 5.1, any Participant who satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) may direct his Employer to make Salary Reduction Contributions to this Plan on his behalf for any Plan Year equal to a dollar amount or percentage amount that is no more than 100% of his Compensation for that year.

Note: The maximum permissible Salary Reduction Contribution must be 100% of Compensation for any Plan Year ending after 2001.

- (2) Automatic Enrollment: (Check one):

Choose either an Automatic Contribution Arrangement (ACA) or Eligible Automatic Contribution Arrangement (EACA), below)

(A) Automatic Contribution Arrangement (ACA): (Select (1) or (2) below.)

- (1) New Participants. All Employees who become Participants on or after _____ (the effective date of this provision) shall be deemed to have directed the Employer to make Salary Reduction Contributions on his behalf effective as of the first pay period beginning on or after the later of (i) the Entry Date that he begins (or resumes) participation in the Plan or (ii) the day that he satisfies the eligibility requirements of 1.2(a)(1) and (b)(1).

The amount contributed on behalf of such Participant shall be:
(Complete (i), or (ii) below)

- (i) Fixed Percentage. The amount contributed on behalf of each such Participant shall be _____% of his Compensation for each Plan Year in which Automatic Enrollment Contributions are made on his behalf.

- (ii) Nonqualified Graduated Percentage. The amount contributed on behalf of each such Participant shall be _____% of his Compensation for the initial Plan Year in which Automatic Enrollment Contributions are made on his behalf, increasing as follows in subsequent Plan Years per the following schedule:

_____ % for the first Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the second Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the third Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ (and each subsequent) Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

No contributions made pursuant to this provision will be treated as Roth Contributions described in Section 402A of the Code.

- (2) New and Current Participants. Unless he elects otherwise on a form provided by the Plan Administrator, a Participant shall be deemed to have directed the Employer to make Salary Reduction Contributions on his behalf effective as of the first pay period beginning on or after the latest of (i) July 1, 2018 (the effective date of this provision) or (ii) the Entry Date that he begins (or resumes) participation in the Plan, or (iii) the date that he satisfies the eligibility requirements of 1.2(a)(1) and (b)(1).

The amount contributed on behalf of such Participant shall be:
(Complete (i), or (ii) below)

- (i) Fixed Percentage. The amount contributed on behalf of each such Participant shall be 1% of his Compensation for each Plan Year in which Automatic Enrollment Contributions are made on his behalf.

- (ii) Nonqualified Graduated Percentage. The amount contributed on behalf of each such Participant shall be _____ % of his Compensation for the initial Plan Year in which Automatic Enrollment Contributions are made on his behalf, increasing as follows in subsequent Plan Years per the following schedule:

_____ % for the first Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the second Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the third Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ (and each subsequent) Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

No contributions made pursuant to this provision will be treated as Roth Contributions described in Section 402A of the Code.

Note: For the ACA Provision, the Plan will not provide the 90-day opt-out withdrawal provision.

(B) Eligible Automatic Contribution Arrangement (EACA): (Select (1) or (2) below.)

(1) New Participants. All Employees who become Participants on or after _____ (the effective date of this provision) shall be deemed to have directed the Employer to make Salary Reduction Contributions on his behalf effective as of the first pay period beginning on or after the later of (i) the Entry Date that he begins (or resumes) participation in the Plan or (ii) the day that he satisfies the eligibility requirements of 1.2(a)(1) and (b)(1).

The amount contributed on behalf of such Participant shall be:
(Complete (i), or (ii) below)

(i) Fixed Percentage. The amount contributed on behalf of each such Participant shall be _____ % of his Compensation for each Plan Year in which Automatic Enrollment Contributions are made on his behalf.

(ii) Nonqualified Graduated Percentage. The amount contributed on behalf of each such Participant shall be _____ % of his Compensation for the initial Plan Year in which Automatic Enrollment Contributions are made on his behalf, increasing as follows in subsequent Plan Years per the following schedule:

_____ % for the first Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the second Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the third Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ (and each subsequent) Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

No contributions made pursuant to this provision will be treated as Roth Contributions described in Section 402A of the Code.

- (2) New and Current Participants. Unless he elects otherwise on a form provided by the Plan Administrator, a Participant shall be deemed to have directed the Employer to make Salary Reduction Contributions on his behalf effective as of the first pay period beginning on or after the latest of (i) _____ (the effective date of this provision) or (ii) the Entry Date that he begins (or resumes) participation in the Plan, or (iii) the date that he satisfies the eligibility requirements of 1.2(a)(1) and (b)(1).

The amount contributed on behalf of such Participant shall be:
(Complete (i), or (ii) below)

- (i) Fixed Percentage. The amount contributed on behalf of each such Participant shall be _____% of his Compensation for each Plan Year in which Automatic Enrollment Contributions are made on his behalf.

- (ii) Nonqualified Graduated Percentage. The amount contributed on behalf of each such Participant shall be _____% of his Compensation for the initial Plan Year in which Automatic Enrollment Contributions are made on his behalf, increasing as follows in subsequent Plan Years per the following schedule:

_____ % for the first Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the second Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the third Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

_____ % for the _____ (and each subsequent) Plan Year following the Plan Year in which Automatic Enrollment Contributions commenced.

No contributions made pursuant to this provision will be treated as Roth Contributions described in Section 402A of the Code.

Note: For the EACA Provision, the Plan will provide the 90-day opt-out withdrawal provision.

- (C) No Automatic Enrollment. Unless he elects otherwise on a form provided by the Plan Administrator, a Participant shall be deemed to have directed the Employer **not** to make Salary Reduction Contributions to the Plan on his behalf.

(3) Roth Contributions: A Participant who has elected to make Salary Reduction Contributions in accordance with Sections 1.3(a)(1) and 5.1: (Check one):

(1) may

(2) may not

irrevocably designate all or part of those contributions as Roth Contributions described in Section 402A of the Code by completing a form provided by the Plan Administrator.

Note: A plan that does not permit Participants to make designated Roth Contributions may not accept rollovers of such contributions under Section 5.11.

(b) EMPLOYER MATCHING CONTRIBUTIONS (Complete (1) or (2), (3) and (4) below)

(1) **No Contribution.** No Employer Matching Contributions shall be provided under this Plan.

(2) Subject to Section 5.2, the Employer shall make Employer Matching Contributions to the Plan on behalf of a Participant provided that (Check one):

(A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(2).

(B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(2) and he is an Employee on the Accounting Date of that Plan Year.

(C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(2), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.

(D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(2) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(2) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during that Plan year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(3) Each Participant who satisfies the requirements of Section 1.3(b)(2) for a Plan Year shall receive an allocation of Employer Matching Contributions for that Plan Year determined according to the following formula. (Check one contribution formula):

(A) Fixed Percentage. Such allocation shall be an amount equal to 100% of his Salary Reduction Contributions described in Section 1.3(a) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions, and that do not exceed 1% of his Compensation received during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions.

(B) Discretionary Pro Rata. Such allocation shall be an amount equal to the Participant's pro rata share of any discretionary Employer Matching Contribution made for the Plan Year. For this purpose, the Participant's pro

rata share for a Plan Year shall be determined by multiplying any discretionary Employer Matching Contribution made for that Plan Year by a fraction, the numerator of which is the Participant's Salary Reduction Contributions described in Section 1.3(a) that were made for that Plan Year while he satisfied the participation requirements for Employer Matching Contributions and the denominator of which is the total Salary Reduction Contributions described in Section 1.3(a) that were made for that Plan Year by all Participants while they satisfied the participation requirements for Employer Matching Contributions. The Employer shall have the sole right to determine the amount of any discretionary Employer Matching Contribution made for a Plan Year.

- (C) Discretionary Percentage. Such allocation shall be an amount equal to a percentage of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions. The Employer shall have the sole right to determine the amount allocated for each Plan Year, provided that the same percentage of Salary Reduction Contributions shall be allocated on behalf of every eligible Participant.
- (D) Tiered Matching Contribution Formula. Such allocation shall be equal to the sum of (i) and (ii) below:
 - (i) _____% of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions and that do not exceed _____% of his Compensation received during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions.
 - (ii) _____% of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions and that exceed _____% (but not _____%) of his Compensation received during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions.
- (E) Fixed Percentage and Discretionary Pro Rata. Such allocation shall be an amount equal to the sum of (i) and (ii) below:
 - (i) Such allocation shall be an amount equal to _____% of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions, and that do not exceed _____% of his Compensation received during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions.
 - (ii) Discretionary Pro Rata. Such allocation shall be an amount equal to the Participant's pro rata share of any discretionary Employer Matching Contribution made for the Plan Year. For this purpose, the Participant's pro rata share for a Plan Year shall be determined by multiplying any discretionary Employer Matching Contribution made for that Plan Year by a fraction, the numerator of which is the Participant's Salary Reduction Contributions described in Section 1.3(b)(4) that were made for that Plan Year while he satisfied the participation requirements for Employer

Matching Contributions and the denominator of which is the total Salary Reduction Contributions described in Section 1.3(b)(4) that were made for that Plan Year by all Participants while they satisfied the participation requirements for Employer Matching Contributions. The Employer shall have the sole right to determine the amount of any discretionary Employer Matching Contribution made for a Plan Year.

A Participant shall be eligible to receive an allocation of discretionary Employer Matching Contributions for a Plan Year under this paragraph provided that (check one):

- (A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).
- (B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.
- (C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.
- (D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.
- (E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.
- (F) Fixed Percentage and Discretionary Percentage. Such allocation shall be an amount equal to the sum of (i) and (ii) below:
 - (i) Such allocation shall be an amount equal to _____% of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions, and that do not exceed _____% of his Compensation received during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions.
 - (ii) Discretionary Percentage. Such allocation shall be an amount equal to a percentage of his Salary Reduction Contributions described in Section 1.3(b)(4) that were deferred during that Plan Year while he satisfied the participation requirements for Employer Matching Contributions. The Employer shall have the sole right to determine the amount allocated for each Plan Year, provided that the same percentage of Salary Reduction Contributions shall be allocated on behalf of every eligible Participant.

A Participant shall be eligible to receive an allocation of discretionary Employer Matching Contributions for a Plan Year under this paragraph provided that (check one):

- (A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).
- (B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.
- (C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.
- (D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.
- (E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(4) For the purpose of determining allocations of Employer Matching Contributions under this Plan (Check one):

(A) age 50 catch-up contributions made in accordance with Section 5.1 and Section 414(v) of the Code *shall be* considered Salary Reduction Contributions.

(B) age 50 catch-up contributions made in accordance with Section 5.1 and Section 414(v) of the Code *shall not be* considered Salary Reduction Contributions.

(c) EMPLOYER BASE CONTRIBUTION (Complete (1) or (2) and (3) below:)

(1) **No Contribution.** No Employer Base Contributions shall be provided under this Plan.

(2) Subject to Section 5.2, a Participant shall be entitled to receive an allocation of Employer Base Contributions for a Plan Year, whether or not he makes Salary Reduction Contributions to this Plan for that Plan Year, provided that (Check one):

(A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(3).

(B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(3) and he is an Employee on the Accounting Date of that Plan Year.

(C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(3), he completes _____ (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.

(D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(3) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(3) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during that Plan year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(3) Each Participant who satisfies the requirements of Section 1.3(c)(2) for a Plan Year shall receive an allocation of Employer Base Contributions for that Plan Year determined according to the following formula (Check one contribution formula).

(A) Fixed Percentage. Such allocation shall be an amount equal to _____% of that Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions.

(B) Fixed Dollar. Such allocation shall be an amount equal to \$_____.

(C) Discretionary Pro Rata. Such allocation shall be an amount equal to the Participant's pro rata share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's pro rata share for a Plan Year shall be determined by multiplying any discretionary Employer Base Contribution made for that Plan Year by a fraction, the numerator of which is the Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions, and the denominator of which is the total Compensation paid or made available during that Plan Year to all Participants while they satisfied the participation requirements for Employer Base Contributions. The Employer shall have the sole right to determine the amount of any discretionary Employer Base Contribution made for a Plan Year.

(D) Discretionary Per Capita. Such allocation shall be an amount equal to the Participant's per capita share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's per capita share for a Plan Year shall be determined by dividing any discretionary Employer Base Contribution made for that Plan Year by the number of Participants who satisfied the participation requirements for Employer Base Contributions for that Plan Year. The Employer shall have the sole right to determine the amount of any discretionary Employer Base Contribution made for a Plan Year.

(E) Fixed Percentage Integrated with Social Security. Such allocation shall be an amount equal to the sum of (1) _____% of the Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions, and (2) _____% (any percentage from 1% to 5.7%, but not to exceed the percentage in (1)) of the excess, if any, of such Compensation over the Social Security Taxable Earnings Base. The Social Security Taxable Earnings Base is the contribution and benefit base in effect on the first day of the Plan Year under Section 230 of the Social Security Act. The Employer Base Contribution on behalf of a Participant who has exceeded the cumulative permitted disparity limit shall be equal to his Compensation multiplied by the sum of the percentages in (1) and (2).

Note: Option (E) above may not be elected if the Employer maintains any other retirement plan that is integrated with Social Security under Section 401(l) of the Code and benefits any Participant of this Plan.

For the purpose of Option (E) above, a Participant exceeds the cumulative permitted disparity limit if he satisfies the conditions of (i) and (ii) below:

- (i) The Participant benefits under a defined benefit plan or target benefit plan maintained by the Employer that is integrated with Social Security under Section 401(l) of the Code.
- (ii) The Participant is credited with more than 35 total cumulative permitted disparity years. For this purpose, "total cumulative permitted disparity years" means the total number of years credited to the Participant for allocation or accrual purposes under this Plan and any other qualified retirement plan or simplified employee pension plan ever maintained by the Employer that is integrated with Social Security under Section 401(l) of the Code (including terminated plans). For the purpose of counting the Participant's cumulative permitted disparity years, all years ending in the same calendar year shall be treated as the same year.

(F) Fixed Percentage and Discretionary Pro Rata. Such allocation shall be an amount equal to the sum of (i) and (ii) below:

- (i) An amount equal to _____% of that Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions.
- (ii) An amount equal to the Participant's pro rata share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's pro rata share for a Plan Year shall be determined by multiplying any discretionary Employer Base Contribution made for that Plan Year by a fraction, the numerator of which is the Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions, and the denominator of which is the total Compensation paid or made available during that Plan Year to all Participants while they satisfied the participation requirements for Employer Base Contributions. The Employer shall have the sole right to determine the amount of any discretion Employer Base Contribution made for a Plan Year.

A Participant shall be eligible to receive an allocation of discretionary Employer Base Contributions for a Plan Year under this paragraph provided that (check one):

- (A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).
- (B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.
- (C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.
- (D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan

Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

- (E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

- (G) Fixed Percentage and Discretionary Per Capita. Such allocation shall be an amount equal to the sum of (i) and (ii) below:
 - (i) An amount equal to _____% of that Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions.

 - (ii) An amount equal to the Participant's per capita share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's per capita share for a Plan Year shall be determined by dividing any discretionary Employer Base Contribution made for that Plan Year by the number of Participants who satisfied the participation requirements for Employer Base Contributions for that Plan Year. The Employer shall have the sole right to determine the amount of any discretion Employer Base Contribution made for a Plan Year.

A Participant shall be eligible to receive an allocation of discretionary Employer Base Contributions for a Plan Year under this paragraph provided that (check one):

- (A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).
- (B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.
- (C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.
- (D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.
- (E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(H) Fixed Dollar and Discretionary Pro Rata. Such allocation shall be an amount equal to the sum of (i) and (ii) below:

(i) An amount equal to \$_____.

(ii) An amount equal to the Participant's pro rata share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's pro rata share for a Plan Year shall be determined by multiplying any discretionary Employer Base Contribution made for that Plan Year by a fraction, the numerator of which is the Participant's Compensation received during that Plan Year while he satisfied the participation requirements for Employer Base Contributions, and the denominator of which is the total Compensation paid or made available during that Plan Year to all Participants while they satisfied the participation requirements for Employer Base Contributions. The Employer shall have the sole right to determine the amount of any discretionary Employer Base Contribution made for a Plan Year.

A Participant shall be eligible to receive an allocation of discretionary Employer Base Contributions for a Plan Year under this paragraph provided that (check one):

(A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).

(B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.

(C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.

(D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

(I) Fixed Dollar and Discretionary Per Capita. Such allocation shall be an amount equal to the sum of (1) and (2) below:

(i) An amount equal to \$_____.

(ii) An amount equal to the Participant's per capita share of any discretionary Employer Base Contribution made for the Plan Year. For this purpose, the Participant's per capita share for a Plan Year shall be determined by dividing any discretionary Employer Base Contribution made for that Plan Year by the number of Participants who satisfied the participation requirements for Employer Base Contributions for that

Plan Year. The Employer shall have the sole right to determine the amount of any discretionary Employer Base Contribution made for a Plan Year.

A Participant shall be eligible to receive an allocation of discretionary Employer Base Contributions for a Plan Year under this paragraph provided that (check one):

- (A) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1).
- (B) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he is an Employee on the Accounting Date of that Plan Year.
- (C) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1), he completes _____ or more (at least 500 but no more than 1,000) Hours of Service during that Plan Year, and he is an Employee on the Accounting Date of that Plan Year.
- (D) He satisfies the eligibility requirements of Sections 1.2(a) and (b)(1) and he either (i) is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.
- (E) He satisfies the eligibility requirements of Section 1.2(a) and (b)(1) and he either (i) completes _____ (at least 500 but no more than 1,000) Hours of Service during the Plan Year, and is an Employee on the Accounting Date of that Plan Year, or (ii) severed employment with the Employer during that Plan Year due to retirement, death, disability or military service.

1.4 COMPENSATION

For the purposes of calculating Employee and Employer Contributions and with regard to Section 2.7, Compensation:

(a) includes

(b) excludes

all of the following items:

- (1) Employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Participant under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code;
- (2) Compensation deferred under an eligible deferred compensation plan within the meaning of Section 457(b) of the Code;
- (3) Salary Reduction Contributions under Section 414(h)(2) of the Code that are picked up by an employing unit under a government plan; and
- (4) For all Plan Years beginning after 2000 (and for any earlier Plan Year beginning after 1997 for which this Plan was operated in accordance with the Community Renewal Tax Relief Act of 2000), Employer contributions made pursuant to a salary reduction agreement that are not includible in the gross income of the Participant under Section 132(f) of the Code.

In addition, Compensation excludes all of the following item(s) unless the Plan benefits one or more Self-Employed Individuals:

- (1) reimbursements;
- (2) expense allowances;
- (3) cash and noncash fringe benefits;
- (4) moving expenses;
- (5) welfare benefits;
- (6) deferred compensation (except as specified in the preceding sentence).

1.5 VESTING REQUIREMENT

(a) GENERAL VESTING

(1) SALARY REDUCTION CONTRIBUTIONS

A Participant shall at all times be 100% vested in his Employee Contribution Account.

(2) ROLLOVER CONTRIBUTIONS

A Participant shall at all times be 100% vested in his Rollover Contribution Account.

(3) EMPLOYER MATCHING CONTRIBUTIONS

(A) Employer Matching Contributions are not applicable to this Plan.

(B) Employer Matching Contributions are applicable to this Plan.

The amounts in a Participant's Employer Matching Contribution Account shall be 100% vested upon the attainment of his Normal Retirement Age, or if earlier, upon meeting the applicable vesting requirements below: (Check one or more of the appropriate boxes)

(i) 100% immediate vesting.

(ii) 100% vesting upon attainment of Early Retirement Age (If you check this box you must also complete (iv), (v) or (vi) below).

(iii) Age 59½ (If you check this box you must also complete (iv), (v) or (vi) below).

(iv) 100% vesting upon the completion of _____ Years of Vesting Service (not to exceed 3 years).

(v) A percentage equal to the percentage determined under the following table:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%

5 years	80%
6 years or more	100%

(vi) Other (If the table is more liberal at every point than the options in (iv) or (v) above):

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than <u>1</u> year(s)	<u>0</u> %
<u>1</u> year(s)	<u>33</u> %
<u>2</u> years	<u>66</u> %
<u>3</u> years	<u>100</u> %

(4) EMPLOYER BASE CONTRIBUTIONS

(A) Employer Base Contributions are not applicable to this Plan.

(B) Employer Base Contributions are applicable to this Plan.

The amounts in a Participant's Employer Base Contribution Account shall be 100% vested upon the attainment of his Normal Retirement Age, or if earlier, upon meeting the applicable vesting requirements below: (Check one or more of the appropriate boxes)

- (i) 100% immediate vesting.
- (ii) 100% vesting upon attainment of Early Retirement Age (If you check this box you must also complete (iv), (v) or (vi) below).
- (iii) Age 59½ (If you check this box you must also complete (iv), (v) or (vi) below).
- (iv) 100% vesting upon the completion of _____ Years of Vesting Service (not to exceed 3 years).
- (v) A percentage equal to the percentage determined under the following table:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

(vi) Other (If the table is more liberal at every point than the options in (iv) or (v) above):

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than _____ year(s)	<u>0</u> %
_____ year(s)	_____ %

_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %

(b) The following prior period(s) of service with the following organization(s) shall be counted toward the Years of Vesting requirement:

_____ (specify organization(s) and period(s) of service)

(c) Notwithstanding any Plan provision to the contrary, a Participant

(A) shall

(B) shall not

be limited to five Years of Vesting Service for:

- (i) all periods of employment with the Employer before the Effective Date (or the Amendment Effective Date in the case of a restated plan); and
- (ii) all periods of employment with any other employer whenever completed.

(An Employer that checks (B) "shall not" above may be required to demonstrate to the IRS that its Plan does not discriminate in favor of Highly Compensated Employees, if the Plan requires more than five Years of Vesting Service for 100% vesting.)

Note: For all Employers adopting this Plan, including those not subject to the requirements of ERISA, the definition of Vesting Service described in Section 3.3 is designed to comply with the requirements of ERISA.

1.6 LOANS

(a) Loans are not permitted under this Plan.

(b) Loans are permitted under this Plan. (If you check this box, you must complete (1), (2) and (3) below.)

(1) AMOUNT OF LOAN

(A) Loans not in excess of 50% of the borrower's combined vested Accounts (as described in Section 6.1) shall be permitted in accordance with Section 8.5.

(B) Loans not in excess of 50% of the borrower's vested Employee Contribution Accounts (as described in Section 6.1) shall be permitted in accordance with Section 8.5.

(2) NUMBER OF LOANS

- (A) There shall be no limit on the number of loans that a borrower may have outstanding under this Plan at one time.
- (B) The maximum number of loans that a borrower may have outstanding under this Plan at one time is 1.

(3) ROTH LOANS

- (A) The account balances attributable to designated Roth Contributions *shall* be disregarded for purposes of determining the available loan amount and for purposes of securing a loan.
- (B) The account balances attributable to designated Roth Contributions *shall not* be disregarded for purposes of determining the available loan amount and for purposes of securing a loan.

1.7 INVESTMENT OPTIONS

Subject to the restrictions below, a Participant shall designate the allocation of all contributions made on his behalf to the investment accounts available under this Plan and described in Section 6.2.

- (a) There shall be no restrictions on the allocation of any contributions.
- (b) Allocations of Employer Contributions made on the Participant's behalf shall be restricted to the Interest Accumulation Accounts under Contract(s) issued by Mutual of America Life Insurance Company until the Participant is 100% vested in such contributions and thereafter, no further restrictions shall apply.

1.8 WITHDRAWAL RESTRICTIONS

The following withdrawal options will apply in addition to the restrictions imposed by Sections 8.3 and 8.4: (complete (a), (b) and (c) below)

a) Hardship (complete (1), (2), (3) or (4) below):

- (1) A Participant may withdraw any amounts allocated to his Employer Contribution Accounts and Employee Contribution Accounts due to Hardship.
- (2) A Participant may withdraw any amounts allocated to his Employer Contribution Accounts (but not his Employee Contribution Accounts) due to Hardship.
- (3) A Participant may withdraw any amounts allocated to his Employee Contribution Accounts (but not his Employer Contribution Accounts) due to Hardship.
- (4) A Participant may not withdraw any amounts allocated to his Employer Contribution Accounts or Employee Contribution Accounts due to Hardship.

b) Age 59½ (complete (1), (2) or (3) below):

- (1) A Participant may withdraw any amounts allocated to his Employer Contribution Accounts and Employee Contribution Accounts because he has attained age 59½.

(2) A Participant may withdraw any amounts allocated to his Employee Contribution Accounts (but not his Employer Contribution Accounts) because he has attained age 59½.

(3) A Participant may not withdraw any amounts allocated to his Employer Contribution Accounts or Employee Contribution Accounts because he has attained age 59½.

c) Five Years Participation (complete (1) or (2) below):

(1) A Participant may withdraw any amounts allocated to his Employer Contribution Accounts because he has completed at least five years of participation in this Plan (except amounts attributable to a custodial account described in Section 403(b)(7) of the Code).

(2) A Participant may not withdraw any amounts allocated to his Employer Contribution Accounts because he has completed at least five years of participation in this Plan.

A Participant may not withdraw any amounts allocated to his Employee Contribution Accounts because he has completed at least five years of participation in this Plan.

1.9 ENTRY DATE

(a) SALARY REDUCTION CONTRIBUTIONS

For the purpose of determining when an Employee becomes a Participant entitled to make Salary Reduction Contributions, Entry Date shall have the following meaning:

(1) Daily. Each day of each month.

(2) The first day of each pay period.

(3) Monthly. The first day of each month.

(b) EMPLOYER CONTRIBUTIONS

For the purpose of determining when an Employee becomes a Participant entitled to receive allocations of Employer Matching Contributions and Employer Base Contributions, Entry Date shall have the following meaning:

(1) Daily. Each day of each month.

(2) The first day of each pay period.

(3) Monthly. The first day of each month.

(4) Quarterly. Each ____ 1st, each ____ 1st, each ____ 1st and each ____ 1st. (Indicate the first, fourth, seventh and tenth calendar months of the Plan Year.)

(5) Semi-Annual. Each ____ 1st and each ____ 1st. (Indicate the first and seventh calendar months of the Plan Year.)

1.10 ROLLOVER CONTRIBUTIONS

- (a) This Plan shall accept any rollover contributions described in Section 5.11.
- (b) This Plan shall not accept any rollover contributions.

1.11 FORFEITURES

Subject to the provisions of Section 7.3, Forfeitures shall be:

- (a) used to reduce future Employer Contributions.
- (b) allocated to a Participant who is active in the Plan on the Accounting Date in the ratio that the Compensation of such participant bears to the Compensation of all Plan Participants.

1.12 DEFAULT INVESTMENT ALTERNATIVE

Any contributions made on behalf of a Participant for which no investment direction is in effect shall be allocated to the following investment account, subject to the Participant's right to transfer those funds in accordance with Plan Section 6.3 and to change the allocation of future contributions in accordance with Plan Section 6.1:

(Select only one)

- (a) Mutual of America Composite Fund.
- (b) Fidelity VIP Asset Manager Portfolio.
- (c) Calvert VP SRI Balanced Portfolio.
- (d) Mutual of America Retirement Funds. Any amount allocated for a Participant or beneficiary under this alternative shall be placed in the Retirement Fund appropriate to his age at the time of allocation.

THE EMPLOYER HEREBY REPRESENTS THAT:

The Plan specifications selected in this Adoption Agreement, together with the provisions of the Plan referred to herein, as both may be amended from time to time in accordance with Section 12 of the Plan, shall constitute the entire Plan.

Contributions under this Plan shall be invested in one or more Contract(s) issued in conjunction with this Plan in accordance with the rules and procedures of the Issuer(s). The Issuer(s) of such Contract(s) shall be entitled to rely upon the written statements furnished by the Employer, Plan Administrator or Named Fiduciary(ies) in the performance of their duties under this Plan and payments by an Issuer in accordance with the provisions of its Contract(s) shall fully discharge the Issuer's liability for such payments. Issuers are not responsible for the failure of the Employer, Plan Administrator or Named Fiduciary(ies) to perform their duties under the Plan.

The adopting Employer may rely on the opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 403(b) of the Internal Revenue Code only to the extent provided in Revenue Procedure 2013-22.

Since this is a nonstandardized prototype plan document, the Employer may not rely on the opinion letter with respect to whether nonelective contributions comply with the requirements of Sections 401(a)(4) and 410(b) of the Code.

This Adoption Agreement is Adoption Agreement No. 001 and may only be used in conjunction with Mutual's Basic Plan Document No. 09. Failure to properly complete this Adoption Agreement may result in the disqualification of the Plan. Mutual shall inform the adopting Employer of any amendments made to the form of the Prototype Plan or of its discontinuance or abandonment.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by an authorized individual as of this _____ day of _____, 20____. (the "Adoption Date").

For The Employer, By: _____
(signature of authorized officer)

Title: _____

Part I:

Enter the following information for each Contract that is permitted to make and receive Rollovers and Transfers, and to accept Salary Reduction Contributions or Employer Contributions, under this Plan:

Name of Issuer: Mutual of America Life Insurance Company
Address: 320 Park Ave, New York, NY 10022
Contract Number: 403(b) Thrift Plan – 023-125-C
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Appendix A

Part II:

Enter the following information for each Contract that is permitted to make and receive Rollovers and Transfers, but may not accept Salary Reduction Contributions or Employer Contributions, under this Plan:

Name of Issuer: _____

Address: _____

Contract Number: _____

Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____

Address: _____

Contract Number: _____

Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____

Address: _____

Contract Number: _____

Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____

Address: _____

Contract Number: _____

Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____

Address: _____

Contract Number: _____

Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Appendix A

Part III:

Enter the following information for each Contract that is permitted to make Rollovers and Transfers, but may not receive Rollovers, Transfers, Salary Reduction Contributions or Employer Contributions, under this Plan:

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

Name of Issuer: _____
Address: _____
Contract Number: _____
Contract Type: Annuity described in Section 403(b)(1) of the Code
 Custodial Account described in Section 403(b)(7) of the Code

