ADOPTION AGREEMENT #001
ELECTIVE DEFERRALS ONLY
403(b) NON-ERISA PRE-APPROVED PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the TCG Administrators, LP 403(b) Non-ERISA Pre-approved Plan (Cycle 2) (basic plan document #25). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Pre-approved Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER; PLAN **(1.29; 1.52)**. *(A Plan amendment is not needed solely to change the information in (a) below)*.

(a) **Employer Information**

Name of Adopting Employer: Decatur ISD

Address: 307 Cates St

City Decatur State Texas Zip 76234

Telephone: _____

EIN: 756001301

(b) **Plan Information**

Plan name: Decatur ISD Voluntary 403(b) Plan

Plan number (optional): N/A *(3-digit number for Form 5500 reporting)*

(c) **Type of entity** *(Choose one of (1) – (4).)*:

(1) **[X] Public School.** See 1.57.

(2) **[ ] Other Governmental employer exempt under Code §501(c)(3) (sometimes called "dual status").**

(3) **[ ] Churches and Church-Related Organizations.** (non-electing) See 1.09. *(Choose a., b., or c.)*:

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

b. **[ ] Church-related organization,** other than a Church. See 1.09(A). This would include a non-QCCO.

c. **[ ] Employer of Minister.** The Employer of a Minister that maintains the Plan with respect to such Minister. See 1.26.

(4) **[ ] Other tax-exempt organization under Code §501(c)(3).**

2. PLAN ADMINISTRATOR **(1.53)**. Plan Administrator Information (If no Plan Administrator is named, the Employer is the Plan Administrator. *A Plan amendment is not needed solely to change the information below)*.

Name: Employer referenced in Section 1

Address: _____

City _____ State _____ Zip _____

Telephone: _____

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

[*Note: Complete any applicable blanks under Election 3 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2024.*]

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

(a) **[X] December 31.**

© 2024 TCG Administrators, LP or its suppliers

(b) **[ ] Fiscal Plan Year:** ending: _____.

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

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

(d) **[ ] Short Plan Year:** commencing: _____ and ending: _____.

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

(a) **[ ] New Plan.**

(b) **[X] Restated Plan.**

CYCLE 2 RESTATEMENT *(leave blank if not applicable)*

(1) **[X]** This is an amendment and restatement to bring a plan into compliance with the requirements of the 2022 Cumulative List (Notice 2022-8).

Initial Effective Date of Plan *(enter date)*

(c) **[X]** 01/01/2009, this was the date governmental employers were first required to adopt a written plan document (hereinafter called the "Effective Date" unless 4(d) is entered below). [*Note: The Effective Date in 4(c) cannot be earlier than the first day of the Plan Year in which the Plan is adopted. The Effective Date of any Salary Reduction Agreement will not be earlier than the date the Plan is adopted. See 3.02(A)(3).*]

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

(d) **[X]** 12/31/2026 *(enter month day, year; this date cannot be earlier than the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws if the Plan is a Cycle 2 Restatement.) (hereinafter called the "Effective Date") [If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 4, indicate as such in the election where called for.]*

Additional Effective Dates *(Choose if applicable)*

(e) **[ ] Restatement of surviving and merging plans.** The Plan restates two (or more) plans *(Complete 4(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.)*:

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

(2) **[ ] Additional merging plans.** The following additional plans were or will be merged into this surviving Plan *(Complete a. and optionally b. if applicable. May attach an addendum to add additional plans.)*:

	Name of merging plan	Merger date	Restated Effective Date	Original Effective Date
a.				
b.				

(f) **[ ] Spun-off plan.** This Plan was spun-off from the _____ Plan as of: _____. That plan's original Effective Date was: _____.

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

(a) **[X] Pre-Tax Elective Deferrals.** See Section 3.02.

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

(b) **[ ] None (frozen plan).** The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

(c) **[X] Rollover Contributions.** See Section 3.08.

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

(a) **[X] No Excluded Employees.** All Employees are Eligible Employees.

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

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

© 2024 TCG Administrators, LP or its suppliers

(2) **[ ] Employees who normally work less than 20 hours per week.** See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service, then such Employee will generally no longer be part of this excluded class in subsequent Plan Years).

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

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

a. **[ ]** 401(k) plan

b. **[ ]** 403(b) plan

c. **[ ]** governmental 457(b) plan

(5) **[ ] Describe exclusion:** _____ *(e.g., exclude hourly paid employees).*

[*Note: The Employer may not complete Election 6(b)(5) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 6(b)(5) may only be used to provide an exclusion if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.*]

[*Note: Any exclusion under Election 6(b)(5), except for Employees who normally work less than 20 hours per week, may not be based on age or Service.*]

7. COMPENSATION **(1.11)**. The following Compensation (as adjusted under Elections 8 and 9) applies in allocating Contributions *(Choose one of (a) through (d). Choose (e) if applicable.)*:

(a) **[X] W-2 wages increased by Elective Deferrals.**

(b) **[ ] Code §3401 federal income tax withholding wages increased by Elective Deferrals.**

(c) **[ ] 415 Compensation.**

(d) **[ ] Describe Compensation by Participant Group:** _____.

[*Note: Under Election 7(d), the Employer may elect Compensation from the elections available under Elections 7(a), (b), or (c), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases).*]

(e) **[ ] Allocate based on specified 12-month period.**
The allocation will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____.

8. POST-SEVERANCE COMPENSATION **(1.11(I))**. Compensation under Election 7:

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

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

(a) **[X] None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation except as required under the basic plan document *(skip to Election 9).*

(b) **[ ] Exclude All.** Exclude all Post-Severance Compensation. [*Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).*]

(c) **[ ] Adjustments.** The following adjustments to Post-Severance Compensation apply *(Choose one or more of (1) through (5).)*:

(1) **[ ] Regular Pay.** Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a).

[*Note: 415 testing Compensation (versus Allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).*]

(2) **[ ] Leave cash-out.** Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).

(3) **[ ] Deferred Compensation.** Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).

© 2024 TCG Administrators, LP or its suppliers

(4) **[ ] Salary continuation for disabled Participants.** Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). *(Choose a. or b.)*:

a. **[ ] For NHCEs only.**

b. **[ ] For all Participants.** The salary continuation will continue for the following fixed or determinable period: _____ *(specify period; e.g., "ten years" or "term of disability policy")*.

(5) **[ ] Describe Post-Severance Compensation by Participant group:** _____.

[*Note: Under Election 8(c)(5), the Employer may elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for Campus A Employees, no Post-Severance Compensation for Campus B Employees).*]

9. EXCLUDED COMPENSATION **(1.11(G))**. Apply the following additional exclusions or other adjustments to Compensation Elections under 7 and 8 *(Choose (a) or (b).)*:

(a) **[X] No exclusions.** Compensation means Compensation as elected in Elections 7 and 8.

(b) **[ ] Exclusions.** The following exclusions apply *(Choose one or more of (1) through (8).)*:

(1) **[ ] Fringe benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).

(2) **[ ] Compensation exceeding $**_____.
Apply this election to *(Choose a. or b.)*:

a. **[ ] All Participants.**

b. **[ ] HCE Participants only.**

(3) **[ ] Bonus.**

(4) **[ ] Commission.**

(5) **[ ] Overtime.**

(6) **[ ] Leave of Absence Pay.**

(7) **[ ] Related Employers.** See Section 1.29(B). *(If there are Related Employers, choose one or both of a. and b.)*:

a. **[ ] Non-Participating.** Compensation paid to Employees by a Related Employer that is not a Participating Employer.

b. **[ ] Participating.** As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees.

(8) **[ ] Describe Compensation adjustment(s):** _____.

[*Note: Under Election 9(b)(8), the Employer may: (i) describe Compensation from the elections available under Elections 9(b)(1) through (7), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); and/or (ii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.*]

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

(a) **[X] Permitted.** May make the following Catch-Up Deferrals to the Plan. *(Choose one or both of (1) and (2).)*:

(1) **[X] Age 50 Catch-Up.**

(2) **[ ] Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up** *(Choose a. if applicable).*

a. **[ ] Denominational Service (1.17).** For purposes of Qualified Organization Catch-Ups, the Plan limits Denominational Service as Service for the Employer as follows: _____.

(b) **[ ] Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

11. IN-PLAN ROTH ROLLOVER CONTRIBUTION **(3.08(E))**. The following provisions apply regarding In-Plan Roth Rollover Contributions *(Choose (a) or (b); leave blank if Election 5(a)(1) is not selected.)*:

(a) **[ ] Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.

(b) **[X] Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)*:

(1) **[X] IRR.** (In-Plan Roth rollover of otherwise distributable amounts.)

(2) **[X] IRT.** (In-Plan Roth transfer of otherwise nondistributable amounts.)

© 2024 TCG Administrators, LP or its suppliers

12. POST-SEVERANCE DISTRIBUTIONS. The provisions in this Election 12 apply to distributions to Participants following Severance from Employment. *(Complete (a) and (b). Choose (d), (e), and (f) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

(1) **[X] No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.

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

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable.)*:

a. **[ ] $5,000.**

b. **[ ] $1,000.**

c. **[ ] Specify amount:** $_____.

[*Note: This election only applies to the Mandatory Distribution maximum amount.*]

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

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

Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 12(a)(2), the Plan *(Choose e. or f.)*:

e. **[ ] Disregards Rollover Contribution Account.**

f. **[ ] Includes Rollover Contribution Account.**

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

(1) **[X] Lump-Sum.**

(2) **[ ] Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.

(3) **[X] Installments.**

(4) **[X] Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance**.**

(5) **[X] Partial Distributions.**

(6) **[X] Describe distribution method(s):** Any other type of distribution allowed by the Participant?s Vendor.

[*Note: The Employer under Election 12(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 12(b) and/or a combination thereof as to any: (i) Participant group; and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 12(b)(6) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.*]

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant only under those distribution methods selected in Election 12(b) which are available under the Investment Arrangement Documentation.

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

(1) **[ ]** Attainment of age _____.

(2) **[ ]** Describe: _____.

[*Note: An Employer's election under Election 12(d) must: (i) be objectively determinable; and (ii) not be subject to Employer or Plan Administrator discretion.*]

© 2024 TCG Administrators, LP or its suppliers

(e) **[X] Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or more of (1), (2), and/or (3).)*:

(1) **[X] Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) **[X] Hardship.** If the Participant incurs a hardship under Section 6.07 following Severance from Employment.

(3) **[X] QBADs.** If the Participant qualified for a QBAD under Section 6.13 following Severance from Employment.

(f) **[X] Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect to have the Plan distribute up to $3,000 per year for health insurance premiums, as described in Section 6.12.

13. IN-SERVICE DISTRIBUTIONS/EVENTS **(6.01(D))**. A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

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

(a) **[ ] None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions.

(b) **[X] Permitted.** In-Service Distributions are permitted as follows *(Choose one or more of (1) through (8).)*:

(1) **[X] Age** *(Choose a. or b.)*

a. **[X] Age** 59.5 *(must be at least 59 1/2)*.

b. **[ ] Upon attaining Normal Retirement Age** *(age 65)*

(2) **[X] Hardship**

(3) **[X] Disability**

(4) **[X] Qualified Reservist Distribution.** See Section 6.01(D)(10).

(5) **[X] Deemed Severance Distribution.** See Section 6.11.

(6) **[X] Qualified Birth and Adoption Distribution (QBAD).** See Section 6.13.

(7) **[X] Qualified Disaster Distribution.** See Section 6.15.

(8) **[ ] Describe:** _____.

[*Note: The Employer under Election 13(b)(8) may describe In-Service Distribution provisions from the elections available under Election 13 and/or a combination thereof as to any Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.). An Employer's election under Election 13(b)(8) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Sections 6.01(E) and 9.02(C)(3).*]

14. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS **(6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 13(b) *(Choose one or more of (a) through (c) if applicable.)*:

(a) **[ ] Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than $_____.

(b) **[ ] Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(d)(2).

(c) **[ ] Describe other conditions:** _____.

[*Note: An Employer's election under Election 14(c) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of the Restricted 403(b) Account. See Section 6.01(E).*]

15. PLAN LOANS **(7.06)**. The Employer makes the following elections regarding Plan Loans *(Choose (a) or (b).)*:

(a) **[ ] No Loans.** Plan loans are not permitted.

(b) **[X] Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any).

© 2024 TCG Administrators, LP or its suppliers

STANDARD PROVISIONS. The following provisions, which are referenced in the Basic Plan Document, apply to this Plan.

1. **ERISA Status.** The Plan's ERISA status is 'intended to be ERISA exempt.' The Plan is a deferral only arrangement with limited Employer involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.

2. **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) becomes a Participant in the Plan as soon as administratively feasible on or after his/her first day of employment with the Employer.

3. **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.

4. **Vesting.** All contributions are 100% vested.

5. **Rollovers.** Rollovers may be accepted from all Eligible Employees. Distributions from Accounts attributable to Rollover Contributions may be made at any time.

6. **Beneficiary Hardships.** A Participant's hardship event includes an immediate and heavy financial need of a primary Individual Beneficiary of the Participant as described in Section 6.07(A)(3).

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

1. **Contribution Types.** This Plan is for Elective Deferrals only. Contribution types other than Elective Deferrals are not permitted.

2. **Automatic Deferral/Automatic Escalation.** Provisions relating to Automatic Deferrals and Automatic Escalation do not apply.

3. **Early Retirement.** There are no early retirement provisions.

4. **Joint And Survivor Annuity Requirements.** The joint and survivor annuity distribution requirements do not apply.

5. **Multiple Employer Plans.** Provisions relating to Multiple Employer Plans do not apply.

6. **Appendices A, B, C.** Appendices A, B and C do not apply. Accordingly, none of the Appendix B elections that are referenced in the basic plan document apply.

© 2024 TCG Administrators, LP or its suppliers

Plan Execution

Employer: Decatur ISD

Date: _____

Signed: _____

_____

[*print representative name/title*]

Vendor: _____

[*vendor signature is optional*]

Except to the extent provided in Rev. Proc. 2021-37, an adopting Employer may rely on a currently valid Opinion Letter issued by the Internal Revenue Service as evidence that the plan satisfies the Code §403(b) Requirements if: (a) the adopting Employer's plan is identical to the Nonstandardized §403(b) Pre-approved Plan; and (b) the adopting Employer has not amended the Nonstandardized §403(b) Pre-approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in section 9.03 of Rev. Proc. 2021-37 (relating to employer amendments that will not affect reliance). The adopting Employer may not rely on the Opinion Letter in certain other circumstances, which are specified in the Opinion Letter issued with respect to the Plan, or in Rev. Proc. 2021-37. This Adoption Agreement may only be used only in conjunction with basic plan document #25.

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Provider. The Provider identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Provider of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider at the following address and telephone number:

Name: TCG Administrators

Address: 900 South Capital of Texas Highway

Austin Texas 78746

Telephone: 800-943-9179

© 2024 TCG Administrators, LP or its suppliers

APPENDIX D

[*Note: The Employer may modify this Appendix without the need of a Plan amendment.*]

INVESTMENT ARRANGEMENTS **(8.01)**.

(a) **[X]** The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. The vendors for the Plan are listed on the TCG Administrators website. Go to www.tcgservices.com, click on Forms in the upper right corner then type in the name of the Employer. Go to the 403b Plan of the Employer and open the link that refers to the Plan?s Vendors - both Annuity Contracts and Custodial Accounts
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(b) **[X]** The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. On file with TCG Administrators - both Annuity Contracts and Custodial Accounts
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(c) **[X]** The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. Same as section a and b - both Annuity Contracts and Custodial Accounts
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

© 2024 TCG Administrators, LP or its suppliers

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

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	**[X]**	**[ ]**	**[ ]**	**[ ]** _____
b. Determining whether deferrals comply with plan limits and are correctly calculated	**[ ]**	**[X]**	**[ ]**	**[ ]** _____
c. Determining whether hardship distributions and loans (if any) comply with plan requirements	**N/A**	**[X]**	**[ ]**	**[ ]** _____
d. Make determinations regarding rollovers and transfers	**N/A**	**[X]**	**[ ]**	**[ ]** _____
e. Determining the status of domestic relations orders	**N/A**	**[X]**	**[ ]**	**[ ]** _____
f. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	**[ ]**	**[X]**	**[ ]**	**[ ]** _____
g. Determining employer status (e.g., type of employer, related employer status)	**[X]**	**[ ]**	**[ ]**	**[ ]** _____
h. Remitting contributions	**[X]**	**[ ]**	**[ ]**	**[ ]** _____
i. Delivery of participant notice	**[X]**	**[ ]**	**[ ]**	**[X]** Plan Administrator will prepare notice
j. Maintain employee records	**[X]**	**[ ]**	**[ ]**	**[ ]** _____
k. Review and process claims	**N/A**	**[X]**	**[ ]**	**[ ]** _____
l. Communication with vendor(s)	**[ ]**	**[X]**	**[ ]**	**[ ]** _____

m. Describe: _____

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

Effective Date of this Appendix D: 12/31/2026

© 2024 TCG Administrators, LP or its suppliers

403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. PLAN LOAN PROVISIONS **(7.06)**. *(Complete this question only if loans to Participants are permitted (i.e., if option 15(b) of the Adoption Agreement has been selected). Choose all that apply.)*

(a) **[X] Limitation of Loan Amount.** A Participant *(Choose (1) or (2).)*:
- (1) **[ ]** May not borrow less than $1,000 in any single loan.
- (2) **[X]** May not borrow less than $ The Plan does not impose any limits but each Loan must comply with the Vendor?s rules. (not more than $1,000) in any single loan.

(b) **[X] Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected *(Choose (1) or (2).)*:
- (1) **[X] Prime plus.** Fixed at 2%, as determined by the Plan Administrator. If the Vendor determines a different rate, the Vendor's rate will override.% *(insert percentage)* above Wall Street Journal's published prime rate.
- (2) **[ ] Specified rate:** _____.

(c) **[X] Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be *(Choose (1) or (2).)*:
- (1) **[X]** up to 15 years.
- (2) **[ ]** up to _____ years.

(d) **[ ] Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons *(Choose one or more of (1)(a) and (2)(a).)*:
- (1) **[ ] Military**
  - a. **[ ]** A Participant may suspend loan payments for military leave
- (2) **[ ] Non-military**
  - a. **[ ]** A Participant may suspend loan payments for non-military leave

(e) **[X] Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) **[ ]** payroll deduction for those Participants who are on the Employer’s payroll
- (2) **[X]** ACH (Automated Clearing House)
- (3) **[X]** check
  - a. **[ ]** Only for prepayment

(f) **[X] Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) **[X] Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is *(Choose a. or b.)*:
  - a. **[X]** Not treated as an additional loan.
  - b. **[ ]** Treated as an additional loan.

(g) **[X] Purpose** *(Choose (1) or (2).)*:
- (1) **[X]** Any reasonable purpose.
- (2) **[ ]** May not borrow except for: _____

(h) **[X] Account ordering.** Loan will come first from (Roth, pre-tax deferrals or rollover accounts): *(Choose (1) through (3).)*:
- (1) **[X]** Participant's choice.
- (2) **[ ]** Plan Administrator's choice.
- (3) **[ ]** As follows:
  - a. **[ ]** first: _____
  - b. **[ ]** second: _____
  - c. **[ ]** third: _____

(i) **[X] Directed/general Plan investment** *(Choose (1) or (2).)*:
- (1) **[X]** Directed.
- (2) **[ ]** General.

(j) **[X] Charges.** *(Choose (1) or (2).)*:
- (1) **[X]** apply to borrower's account.
- (2) **[ ]** apply to overall Plan or Employer pays.

© 2024 TCG Administrators, LP or its suppliers

(k) **[X] Loan acceleration.** Upon the following *(Choose one or more of (1) and (2).)*:
- (1) **[ ]** Separation/severance. Not applicable to parties in interest. All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
- (2) **[X]** Plan termination.

(l) **[X] Loan Default.** *(Choose one or more of (1) through (3).)*:
- (1) **[X]** Grace period. *(Choose a. or b.)*:
  - a. **[X]** Maximum grace period applies.
  - b. **[ ]** No grace period.
- (2) **[X]** Includes false statements
- (3) **[X]** No new loan if *(Choose a. or b.)*:
  - a. **[X]** Current default.
  - b. **[ ]** Current or prior default.

(m) **[X] Terminated employees.** Loans to terminated employees *(Choose (1) or (2).)*:
- (1) **[X]** are allowed
- (2) **[ ]** are not allowed

(n) **[X] Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected *(Choose (1) or (2).)*:
- (1) **[ ]** One
- (2) **[X]** Specify: As permitted by Vendor

(o) **[X] Limitation on sources**. In determining the maximum amount a Participant can borrow, the Plan will take into consideration only the following accounts subject to limitations of the Investment Arrangement Documentation: *(Choose one or more of (1) through (3) as applicable.)*
- (1) **[X]** Pre-Tax Elective Deferrals
- (2) **[X]** Roth Elective Deferrals
- (3) **[X]** Rollovers

AP2. ELECTIVE DEFERRAL PROCEDURES**.** Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:

(a) **[X]** as of each payroll period
(b) **[ ]** on the first day of each month
(c) **[ ]** on the first day of each Plan Year quarter
(d) **[ ]** on the first day of the Plan Year or the first day of the 7th month of the Plan Year
(e) **[ ]** other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

(f) **[X]** A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.

(g) **[ ]** A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Escalation (leave blank if not applicable)

(h) **[ ]** Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:
- (1) **[ ]** ____% of Compensation
  - a. **[ ]** up to a maximum of ____% of Compensation (leave blank if no limit)
- (2) **[ ]** other: _____

Timing of escalation. The escalation will apply as of:
- (3) **[ ]** first day of each Plan Year
- (4) **[ ]** anniversary of date of participation
- (5) **[ ]** other: _____

© 2024 TCG Administrators, LP or its suppliers

First period of application. Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

(6) **[ ]** The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

(i) **[ ]** the Participant's Affirmative Election will resume after the suspension period.

(j) **[X]** the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

(k) **[ ]** Affirmative Elections lapse at the end of each Plan Year.

© 2024 TCG Administrators, LP or its suppliers