

BLOOMINGTON PUBLIC SCHOOLS 403(B) RETIREMENT PLAN

PLAN DESCRIPTION

February 2019

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INTRODUCTION

Your Employer, Bloomington Public Schools (the Company), has established this 403(b) retirement plan, Bloomington Public Schools 403(b) Retirement Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Company must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Company also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Plan Description (PD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the PD, you should contact your Employer via the methods outlined in this PD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the PD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the PD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective March 11, 1986. The Plan was restated effective January 01, 2010. This PD describes the Plan as amended effective January 01, 2010. This PD supersedes all previous PDs.

ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Am I eligible to make Elective Deferrals and Roth Elective Deferrals?

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- The Elective Deferrals you make in a year would not exceed \$200.
- You are expected to work fewer than 1,000 hours for the first 12 months of employment. If you work 1,000 hours of service in a 12 month period you will be eligible for the Plan the following year. Once you have worked 1,000 hours in a 12 month period you will remain eligible for the Plan even if you fail to work 1,000 hours in a subsequent 12 month period.

What eligibility requirements do I have to meet to make Elective Deferrals?

You will be eligible to make Elective Deferrals immediately upon your hire date.

Am I eligible to receive Matching Contributions?

Once you meet the eligibility requirements below, you will be eligible to receive Matching Contributions unless you fall into one of the following categories.

- You are: Eligible Employees as determined under Collective Bargaining Agreements ratified by the Board of Independent School District No. 271, or as determined by action of the Board of Independent School District No. 271 for independent (non-affiliated) employees, including employees classified as management..

What eligibility requirements do I have to meet to receive Matching Contributions?

You will be eligible to receive Matching Contributions immediately upon the day you meet the following

requirements.

- You attain age 21.
- You complete the following additional eligibility requirements: meets eligibility determined under Collective Bargaining Agreements ratified by the Board of Independent School District No. 271, or as determined by action of the Board of Independent School District No. 271 for independent (non-affiliated) employees, including employees classified as management..

CONTRIBUTIONS - EMPLOYEE

Does the Plan allow me to make Elective Deferrals?

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

Do I pay taxes on any Elective Deferrals I make?

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

How do I make or change the amount of the Elective Deferrals being withheld?

You may make or change your deferral election by returning a deferral election form to the Plan Administrator.

Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change or re-start your deferral election as of dates and times as established by the Plan Administrator. You may stop your deferrals at any time.

What are the limits on Elective Deferrals?

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,000 (for 2019) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,000 (for 2019).
- If you have worked a minimum of 15 years for the Company, you can defer additional compensation into the Plan under the Special 403(b) Catch-Up Rule. This special catch-up contribution is equal to the smallest of the three amounts listed below:
 1. \$3,000,
 2. \$15,000 minus the amount of Special 403(b) Catch-Up Contributions made in prior years, or
 3. \$5,000 times the number of years you have worked for the Company minus the total amount of Elective Deferrals made while you worked for the Company.
- The maximum amount you can defer is 75% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet.

The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

CONTRIBUTIONS - EMPLOYER

Will the Company make Matching Contributions to my account under the Plan?

If you meet the requirements to receive Matching Contributions, the Company will make Matching Contributions to your account under the Plan. The amount of the Matching Contributions made to your account will be determined according to the following formula: As determined under Collective Bargaining Agreements ratified by the Board of Independent School District No. 271, or as determined by action of the Board of Independent School District No. 271 for independent (non-affiliated) employees, including employees classified as management..

Matching Contributions will be contributed to your account as soon as administratively feasible after the end of each pay period.

Which of my contributions will be matched?

The following contributions will be included in determining the amount of your Matching Contributions:

- Elective Deferrals
- Roth Elective Deferrals
- Age 50 catch-up contributions
- 403(b) long service catch-up contributions

Can the Company make Qualified Non-Elective Contributions?

Yes. The Company has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation. For example if your Compensation is equal to 3% of all Compensation earned by all Participants eligible for the Qualified Non-Elective Contributions for that Plan Year you will receive 3% of the Qualified Non-Elective Contributions for that year.

Can the Company make any other type of contributions to the Plan?

Yes. The Company may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

What are the limits on total contributions?

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$56,000 (for 2019).

Can I move money I have in another retirement plan to this Plan?

Yes. If you are eligible to participate in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

Will I receive contributions when I am not working at the Company due to my performing qualified military service?

If you are re-employed by the Company after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally,

if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

What happens if I die or become disabled while performing qualified military service?

If you die or become disabled while performing qualified military service the Company will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

VESTING

Do I need to work a certain amount of time to keep my Elective Deferrals and Matching Contributions?

No. You will always be immediately 100% vested in your Elective Deferrals and Matching Contributions.

How is my service with the Company measured to earn a Year of Vesting Service?

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each hour you are paid for the performance of duties for the Company but there are exceptions that may apply.

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE

Can I take a distribution of my account balance after my employment terminates?

Yes. You can take a distribution of your account balance immediately after your employment terminates.

What form can my distribution after termination from service be taken in?

You can take your distribution after termination from service as either a cash distribution or a distribution of the actual investment in your account (in-kind distribution).

Your distribution can be taken in a lump sum distribution.

How soon after my death does my Beneficiary have to take distributions?

Your Beneficiary must take distributions as required by the IRS.

What form can the distributions after my death be taken in?

Your beneficiaries can take distributions as either a cash distribution or a distribution of the actual investment in your account (in-kind distribution).

Your beneficiary's distribution can be taken in a lump sum distribution.

Who gets my assets in the Plan if I don't designate a beneficiary?

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

If I designate a beneficiary will that designation ever expire?

Yes. Your beneficiary designation will expire: upon decree of divorce or decree of legal separation.

Can the Company ever force me to take a distribution from the Plan?

Yes. If your account balance after you stop working for the Company is less than \$1,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. The Plan Administrator may send the distribution directly to you.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

Is there ever a time when I have to take a distribution from the Plan?

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you reach age 70 1/2 unless you can choose to delay distributions until you actually retire.

DISTRIBUTIONS - IN-SERVICE

Can I take a distribution of my account balance if I am still working when I reach normal retirement age?

Yes. You can take a distribution of all of your fully vested account balances when you reach normal retirement age (age 59.5) while you are still working.

Can I take a distribution of my account balance when I reach age 59.5?

Yes. You can take a distribution of all of your fully vested account balance when you reach age 59.5.

Can I take a distribution of my Elective Deferrals while still working if I am called to active duty?

Yes. You can take a distribution of your Elective Deferrals while still working if you are called to active military duty for at least 30 days. However, you will not be able to have Elective Deferrals withheld from your pay for 6 months from the date of the distribution.

Can I take a distribution of my account balance while still working if I incur a hardship?

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings
- Rollover Contributions
- Transfer Contributions
- Roth Elective Deferrals

Are there requirements I must meet to take a hardship distribution?

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents; or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

In order to have the hardship distribution satisfy an immediate and heavy financial the following also must be true.

- You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- Your Elective Deferrals, if applicable, will be suspended for 6 months after the receipt of the hardship distribution.

Can I move my assets in the Plan to a vendor that does not accept contributions directly from the Company?

Yes. You can move your assets in the Plan to a vendor that does not accept contributions directly from the Company (un-approved vendor) provided that the vendor has entered into an agreement with the Company to share information related to the Plan and your account. See the Vendor Addendum for a list of un-approved vendors for the Plan.

Can I use my assets in the Plan to purchase service credit in another plan?

Yes. You can request to have your assets transferred to another plan to purchase service credit under that plan.

What form can my in-service distribution be taken in?

You can take your in-service distribution as either a cash distribution or a distribution of the actual investment in your account (in-kind distribution).

Your in-service distribution can be taken in a lump sum distribution and as a continuous right of withdrawal.

LOANS

Am I eligible to take a loan from the Plan?

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan.

Are there requirements I must meet to take a loan from the Plan?

Yes. Loans from the Plan can only be taken to help you meet a financial need that is immediate and heavy. Certain expenses are deemed to be immediate and heavy. A loan shall only be made upon the finding by the Plan Administrator, based on all relevant facts and circumstances, of an immediate and heavy financial need where you lack other available resources. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need while a loan made to an employee for the purchase of a boat would not constitute a loan made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the employee.

How many loans can I have outstanding at any one time?

The maximum number of loans you can have outstanding at any one time is 1. This number will include any previous loans you may have taken that were not paid back in full.

Is there a minimum amount that I must take out as a loan?

Yes. The minimum loan amount is \$1,000.

Is there a maximum amount that I can take out as a loan?

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

Is all of my account balance used when determining the amount of my vesting account balance purposes?

No. Only the accounts and/or investments will be counted: Deferral and Rollover.

The Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

How long do I have to re-pay my loan?

Your loan must be repaid within five years from the date of the loan. If the loan will be used to purchase a principle residence a longer repayment may be allowed (determined at the time the loan is made). The maximum loan term for a principal residence loan is 10 years.

How often do I have to make loan payments?

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. These payment will be at least on a per payroll basis. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

Do I have to make my loan payments through payroll deduction?

Yes. Your loan payments will be made through payroll deduction from each of your regular paychecks.

Can I refinance my loan?

No. You may not refinance your loan.

What happens to my loan if I terminate from service with the Company?

When you terminate from service you must repay the entire outstanding balance on your loan. If you do not repay the loan when you terminate from service you may be subject to tax and penalties on the unpaid portion of the loan.

Are there any fees associated with taking a loan?

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

INVESTMENTS

Can I direct how my account balances will be invested?

No, the Plan Administrator will direct how your account balances will be invested.

What type of accounts can my account balance be invested in?

Your account balance can be invested in annuity contracts and custodial accounts.

How often does the Plan Administrator determine how much my benefit in the Plan is worth?

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan is Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

ADMINISTRATIVE INFORMATION

Plan Sponsor

The Plan Sponsor is Bloomington Public Schools.

- Employer Identification Number: 41-6001463
- Address: 1350 W. 106th Street, Bloomington, Minnesota 55431
- Phone number: 952-681-6447
- Fax number: 952-681-6449

Plan Administrator

The Plan Administrator is Bloomington Public Schools.

- Address: 1350 W. 106th Street, Bloomington, Minnesota 55431
- Phone number: 952-681-6447
- Fax number: 952-681-6449

- Email: BPappas@Bloomington.k12.mn.us

Plan Assets

Assets of the Plan are held in annuity contracts and custodial accounts.

Agent for Legal Service

The agent for legal service for the Plan is the president of the board of Bloomington Public Schools.

- Address: 1350 W. 106th Street, Bloomington, Minnesota 55431
- Phone number: 952-681-6447
- Fax number: 952-681-6449

Plan Number

The Plan is a 403(b) plan. The Plan number is 001.

Plan and Fiscal Year

The Company's fiscal year ends on June 30 and the Plan Year ends on December 31.

DEFINITIONS**Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

Beneficiary

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

Compensation

Compensation is your wages from the Company that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Company.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

For purposes of Elective Deferrals and Matching Contributions, Compensation will include "Post Year End Compensation". Post Year End Compensation includes amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Company.

Disability

You will be considered Disabled when you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Elective Deferrals

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Company.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

Matching Contributions

Matching Contributions are contributions that the Company may make to the Plan on your behalf based on how much you contribute to the Plan.

Normal Retirement Age

Normal Retirement Age (NRA) is age 59.5.

Plan Year

The Plan Year is the 12 month period ending on December 31.

Rollover Contributions

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

Termination from Employment

You will be considered to have a Termination from Employment from the Company when you are no longer employed by the Company or on the day when the Company is no longer eligible to sponsor the Plan.

Transfer Contributions

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Company's discretion as part of a merger or related transaction.

VENDOR APPENDIX

Approved Vendors

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Company. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- Ameriprise
- Fidelity Investments
- Metlife
- American Funds
- Horce Mann
- Templeton
- AXA Equitable
- Voya
- VALIC
- Economic Services Inc.

Un-Approved Vendors

An un-approved vendor is an organization who has an agreement with the Company to share information to ensure the Plan is kept in compliance. While these vendors cannot accept on-going

contributions directly from the Company, you may be able to move your Plan assets among the approved and un-approved vendors (exchanges) listed below:

- Vanguard-Newport Trust Company
- Oppenheimer

CUSTOM LANGUAGE APPENDIX

Custom Language

If this is the first restatement to a pre-approved 403(b) plan document, then although the Plan's restated Effective Date is a retroactive date, all optional elections within this Adoption Agreement reflect Plan provisions that are in effect on the first day of the Plan Year in which this restatement is executed, unless specified elsewhere within the Plan. As to the optional elections which may have been in effect on and after the retroactive restated Effective Date which are not reflected in this Adoption Agreement, such provisions are reflected in the terms of the Plan as in effect prior to the first day of the Plan Year in which this restatement is executed..