

ADOPTION AGREEMENT #001
ELECTIVE DEFERRALS ONLY
NON-ERISA 403(b) VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the TIAA Elective Deferrals-Only Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document.

[Note: This Adoption Agreement and the related Basic Plan Document are designed to comply with the safe harbor described in Department of Labor Regulation 2510.3-2(f) and related guidance, and therefore, is intended to not be covered by ERISA. If an Employer desires or determines that it must perform activities beyond those covered by such safe harbor, it should adopt a Plan that meets the requirements of ERISA.]

1. EMPLOYER; PLAN; PLAN ADMINISTRATOR (1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below).

(a) Employer Information

Name of Adopting Employer: Western Kentucky University
Address: 1906 College Heights Blvd
City Bowling Green State Kentucky Zip 42101-1001
Telephone: 270-745-5360
EIN: 616055628

(b) Plan Information

Plan name: Western Kentucky University Tax Deferred Annuity Plan
Plan number (optional): 002 (3-digit number for Form 5500 reporting)

(c) Type of entity (Choose one of (1) - (3)):

- (1) [ ] Church-related organization, other than a Church. See 1.09(A). This would include a non-QCCO.
(2) [ ] Other private, tax-exempt organization under Code §501(c)(3) intending to comply with the safe harbor under DOL regulation 2510.3-2(f).
(3) [X] Governmental public school or Governmental tax-exempt organization under Code §501(c).

(d) Plan Administrator Information (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name:
Address:
City State Zip
Telephone:

2. 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 2 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, 2016.]

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

- (a) [X] December 31.
(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: \_\_\_\_\_.

3. **EFFECTIVE DATE (1.23)**. The Employer's adoption of the Plan is a:

(a)  **New Plan.**

(b)  **Restated Plan.**

**Initial Effective Date of Plan** (enter date)

(c)  July 1, 1996 (hereinafter called the "Effective Date" unless 3(d) is entered below)

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

(d)  January 1, 2018 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective Date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010.]

**Additional Effective Dates** (Choose if applicable)

(e)  **Special Effective Date for Elective Deferral provisions:** \_\_\_\_\_

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

4. **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)):

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

(1)  **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.

[Note: Election 6 (Catch-Up Deferrals) does not apply to any Plan Year in which the Plan is frozen.]

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

(a)  **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).

(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 5(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 5(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 5(b)(5), except for Employees who normally work less than 20 hours per week, may not be based on age or Service.]

6. CATCH-UP DEFERRALS (3.02(D)(E)). A Participant otherwise eligible to do so (Choose (a) or (b)):
- (a)  **Permitted**. May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) or (2)):
- (1)  **Age 50 Catch-Up**.
- (2)  **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up**.
- (b)  **Not Permitted**. May not make any Catch-Up Deferrals to the Plan.
7. HARDSHIP DISTRIBUTIONS (6.07)
- (a)  **Permitted**. Hardship distributions are permitted in accordance with Section 6.07.
- (b)  **Not Permitted**. The Plan does not permit hardship distributions.
8. 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)  **Loans allowed**. Plan loans are permitted subject to limitations of the Investment Arrangement Documentation and the Plan's loan policy (if any).
9. ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)). The Employer makes the following elections regarding Rollover Contributions (Choose (a) or (b)):
- (a)  **No Rollovers**. Rollover Contributions are not permitted into the Plan.
- (b)  **Rollovers allowed**. The Plan Administrator may accept Rollover Contributions into the Plan.

**STANDARD PROVISIONS.** The following provisions, which are referenced in the basic plan document, apply to this Plan.

1. **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).
2. **ERISA Status.** If the Plan is not a Church Plan or a Governmental Plan, then 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.
3. **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 as more fully described in Section 2.01(A).
4. **Vesting.** All contributions shall be 100% vested at all times.
5. **Appendices A – C.** Appendices A – C do not apply to this Plan.

Plan Execution

Employer: Western Kentucky University  
\_\_\_\_\_

Date: [signed electronically]  
\_\_\_\_\_

Signed: [signed electronically]  
\_\_\_\_\_  
*[print representative name/title]*

Vendor: \_\_\_\_\_  
*[vendor signature is optional]*

**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 may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Volume Submitter Practitioner.** The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner 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 Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: TIAA  
Address: 8500 Andrew Carnegie Blvd  
Charlotte, North Carolina 28262-8500  
Telephone: 888-842-7782

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<b>Document</b>	<b>Document Id</b>
EDO Adoption Agreement	162314

<b>Signer Name</b>	<b>Role</b>	<b>Date</b>
Sondra Humphries	Employer	11/06/2018 11:32:45 AM ET
Tony Glisson	Employer	07/19/2019 02:49:25 PM ET