KANSAS BOARD OF REGENTS

VOLUNTARY RETIREMENT PLAN

Amended and Restated September 22, 2020
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KANSAS BOARD OF REGENTS
VOLUNTARY RETIREMENT PLAN

ARTICLE I.

ESTABLISHMENT AND RESTATEMENT OF PLAN

The Kansas Board of Regents ("Board") established a retirement plan pursuant to Section 403(b) of the Internal Revenue Code ("Code") and K.S.A. §§ 74-4925, et seq. and the Board's regulations thereunder, effective July 2, 1974, and as amended from time to time thereafter. The plan was, and is intended to remain, a Code Section 403(b) plan and a governmental plan within the meaning of Code Section 414(d). The Board reduced the terms of the plan to writing in one document called the Kansas Board of Regents Voluntary Retirement Plan ("Plan") effective January 1, 2009, except as otherwise specifically provided, to comply with all applicable provisions of the Code and Kansas statutes.

The Plan is now being amended and restated to add the ability for Employees to make Roth Contributions to the Plan, effective January 1, 2011. Except as otherwise specifically provided herein, the Plan as hereinafter set forth establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. The rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date of their Severance from Employment, except as otherwise specifically provided herein or in a subsequent amendment.

The Plan is funded exclusively through the purchase of Funding Vehicles from the Vendors described in Exhibit A attached hereto, as that Exhibit may be amended from time to time. The terms and conditions of such Funding Vehicles shall be considered part of, and shall
be construed as having been incorporated into, this Plan, except to the extent that there are any provisions that conflict with the Plan. To the extent that there is any conflict between the terms of such Funding Vehicles and the terms of the Plan as provided herein, the terms of the Plan shall govern except as otherwise expressly provided herein.

ARTICLE II.

DEFINITIONS AND CONSTRUCTION

Section 2.01. Construction and Governing Law.

(a) This Plan shall be construed, administered and enforced according to the Code and, when not inconsistent with the Code or expressly provided otherwise herein, the laws of the State of Kansas without regard to conflict of law principles.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural where appropriate.

(c) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; effective January 1, 2009, the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended; and Code Section 414(u). For this purpose, an Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Elective Deferrals upon resumption of employment with his or her Employer up to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the
interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). Effective January 1, 2009, an Employee whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, will be treated as an Employee of the Employer and the differential wage payment will be treated as Compensation and Includible Compensation.

(d) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified leave will be provided in accordance with the Family Medical Leave Act of 1993, 29 U.S.C. Section 2601 et. seq.

Section 2.02. Definitions. When the initial letter of a word or phrase is capitalized herein the meaning of such word or phrase shall be as follows:

(a) "Account" means the following separate bookkeeping accounts maintained for each Participant under a Funding Vehicle, reflecting his or her interest in such Funding Vehicle as follows:

(1) "Pre-Tax Contribution Account" means the account maintained to reflect the interest of the Participant in a Funding Vehicle attributable to his or her Pre-Tax Contributions pursuant to Section 4.01. Such Account may be further divided into a "Pre-1987 Pre-Tax Contribution Account" reflecting Pre-Tax Contributions made to the Plan prior to 1987, and a "Post-1986 Pre-Tax Contribution Account" reflecting Pre-Tax Contributions made to the Plan after
1986, including any earnings on the Pre-Tax Contributions made to the Plan prior to 1987.

(2) "Rollover Account" means the account maintained to reflect the interest of the Participant in a Funding Vehicle attributable to his or her Rollover Contributions pursuant to Section 4.02.

(3) "Roth Contribution Account" means the account maintained to reflect the Participant's interest in a Funding Vehicle attributable to his or her Roth Contributions pursuant to Section 4.01.

(b) "Account Balance" means the balance in all Accounts maintained for a Participant which reflects the aggregate amount credited to or debited from the Participant's Accounts, including Elective Deferrals and Rollover Contributions; the earnings or losses of each Annuity Contract or Custodial Account (net of expenses) allocable to the Participant; any transfers for the Participant's benefit; and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes the Account established for a Beneficiary after a Participant's death and any Account established for an alternate payee as defined in Code Section 414(p)(8).

(c) "Administrator" means the Board; provided, however, that to the extent that the Board has delegated any of its responsibilities as Administrator to any other person or persons, the term Administrator shall be deemed to refer to that person or persons.

(d) "Annual Addition" has the meaning provided in Code Section 415(c), as modified by Code Sections 415(l)(1) and 419A(d)(2).
(e) "Annuity Contract" means a nontransferable contract as defined in Code Section 403(b)(1), established for Participants by the Board, or by each Participant individually, that is issued by a Vendor who is an insurance company qualified to issue annuities in the State of Kansas and that includes payment in the form of an annuity.

(f) "Applicable Form" means the appropriate form as designated and furnished by the Vendor or the Administrator to make the election or provide the notice required by the Plan.

(g) "Beneficiary" means the person, institution, trustee, or estate designated by the Participant on the Applicable Form to receive any benefits payable under the Plan in the event of the Participant's death. Beneficiary also means an alternate payee pursuant to a qualified domestic relations order as defined under Treasury Regulation Section 1.403(b)-10(c).

(h) "Benefits Eligible Position" means an employment position with an Employer with respect to which an Employee is entitled to receive benefits, as determined by each Employer.

(i) "Board" means the Kansas Board of Regents.

(j) "Code" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

(k) "Compensation" means all compensation received by an Employee from the Employer for services provided to that Employer that is includible in his or her gross income for Federal income tax purposes for the Plan Year, but not including reimbursement for travel or moving expenses, taxable fringe benefits, or awards and gifts; provided, however, that Compensation shall include any amounts excludable from taxable income because of an election under Code Sections 403(b), 457(b), 125, and 132(f). Compensation also includes any
compensation described in paragraphs (1) or (2), provided it is paid by the later of 2½ months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer.

(1) Any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the Employer, and that would be Compensation if paid prior to the Employee's Severance from Employment.

(2) A payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would be Compensation if paid prior to the Employee's Severance from Employment.

Notwithstanding any other provision in this paragraph, Compensation shall be limited in accordance with Article VI.

(l) "Contributions" means Pre-Tax Contributions, Roth Contributions and Rollover Contributions.

(m) "Cost of Living Adjustment" means the applicable cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 402(g), 414(v), 401(a)(17), or 415(d) for any applicable year.

(n) "Custodial Account" means the group or individual custodial account or accounts, as defined in Code Section 403(b)(7), established for Participants by the Board, or by each Participant individually, with a Vendor to hold assets of the Plan.

(o) "Disabled" means the definition of disability provided in the applicable Individual Agreement that is consistent with Code Section 72(m)(7).
"Elective Deferrals" mean Pre-Tax Contributions, Roth Contributions, and any other elective deferral as defined by Code Section 402(g)(3) made to the Plan on the Participant’s behalf under an Investment Agreement pursuant to Section 4.01.

"Eligible Employee" means any Employee appointed half-time or more to a Benefits Eligible Position, including Employees who are members of the Cooperative Extension Service and appointed pursuant to the Federal Smith-Lever Act, as amended, and health care employees as defined under K.S.A. § 75-2935(1)(f). Notwithstanding anything contained herein to the contrary, however, Eligible Employee does not include (i) employees of a private Code Section 501(c)(3) entity affiliated with an Employer, (ii) students performing services described in Code Section 3121(b)(10), or (iii) any person designated in good faith as an independent contractor regardless of whether such person is later determined to be a common law employee for tax purposes.

"Employee" means any common law employee performing services for an Employer.

"Employer" means an Institution or the Board Office.

"Former Vendor" means a provider that was approved by the Board to offer annuity contracts or custodial accounts under the Plan, but that ceases to be eligible to receive new contributions under the Plan; provided, however, that a Former Vendor shall not include any provider that ceased to be eligible to receive new contributions under the Plan prior to January 1, 2005.

"Funding Vehicles" mean the Annuity Contracts and/or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Board for use under the Plan.
(v) "Includible Compensation" means all compensation received by an Employee from the Employer that is includible in his or her gross income for Federal income tax purposes (computed without regard to Code Section 911) for the most recent period that is a Year of 403(b) Service. Includible Compensation also includes any amounts excludable from taxable income because of an election under Code Sections 403(b), 457(b), 125, and 132(f) (including Elective Deferrals under this Plan). Includible Compensation also includes any compensation described in paragraphs (1) or (2), provided it is paid by the later of 2½ months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer.

(1) Any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee continued in employment with the Employer and that is regular compensation for services during the Employee’s regular working hours, compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments.

(2) A payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would be compensation if paid prior to the Employee’s Severance from Employment.

The amount of Includible Compensation is determined without regard to any community property laws.

(w) "Individual Agreement" means the agreements between a Vendor and the Board or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
(x) "Institution" means one of the following Public Schools: Emporia State University, Fort Hays State University, Kansas State University, Pittsburg State University, University of Kansas, University of Kansas Medical Center, or Wichita State University.

(y) "Investment Agreement" means an agreement entered into between an Employee and an Employer pursuant to Section 4.01, which agreement shall be effective only with respect to Compensation earned on or after the first day of the payroll period following the effective date of such agreement and which shall be binding on the parties and irrevocable with respect to Compensation earned while it is in effect.

(z) "Participant" means an individual who is or may become eligible to receive a benefit of any type under the Plan, and who has not received a distribution of his or her entire Account under the Plan.

(aa) "Plan" means the agreement embodied herein, as amended from time to time, known as the "Kansas Board of Regents Voluntary Retirement Plan."

(bb) "Plan Year" means January 1 through December 31.

(cc) "Pre-Tax Contribution" means a contribution made to the Plan on the Participant's behalf under an Investment Agreement pursuant to Section 4.01.

(dd) "Public School" means a State sponsored educational organization described in Code Section 170(b)(1)(A)(ii).

(ee) "Qualified Distribution" means a distribution from a Roth Contribution Account after the Participant has satisfied a five year holding period and has attained age 59½, died, or become disabled within the meaning of Code Section 72(m)(7), in accordance with Code Section 402A(d). The five year tax holding period is the period of five consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated
Roth Contribution under the Plan or to another retirement plan which amount was directly rolled over to the Plan, and ends when five consecutive taxable years have been completed.

(ff) "Related Employer" means the Employer and any other entity which is under common control with that Employer under Code Section 414(b), (c) or (m). For this purpose, the Board shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

(gg) "Rollover Contributions" means the contributions rolled into the Plan pursuant to Section 4.02.

(hh) "Roth Contribution" means a contribution made to the Plan on behalf of the Participant under an Investment Agreement pursuant to Section 4.01 that has been (i) designated irrevocably by the Participant as a Roth Contribution being made in lieu of all or a portion of the Pre-Tax Contributions the Participant is otherwise eligible to make under the Plan, and (ii) treated by the Employer as includible in the Participant's gross income at the time the Participant would have received that amount in cash if the Participant had not made such an election.

(ii) "Section" means, when not preceded by the word Code, a section of the Plan.

(jj) "Severance from Employment" means the complete termination of the employment relationship between the Employee and his or her Employer and any Related Employer; provided, however, that a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of an Employer or a Related Employer that is a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State government that is not a Public School or in a capacity that is not employment with a Public School (e.g. ceasing to be an employee performing services for an
Employer or a Related Employer that is a Public School but continuing to work for the same State government employer). Notwithstanding the preceding, effective January 1, 2009, and for purposes of Section 9.01 only, a Participant will be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code Section 3401(h)(2)(A).

(kk) "Vendor" means (i) a life insurance company authorized to do business in the State of Kansas or (ii) a bank or approved non-bank trustee or custodian under Code Section 401(f), the assets of which are invested exclusively in regulated investment company stock, that has been approved by the Board to make Funding Vehicles available to Participants under this Plan, and that is set forth in Exhibit A hereto, as amended from time to time.

(ii) "Vested" means the interest of the Participant in his or her Account that is unconditional, legally enforceable, and nonforfeitable.

(mm) "Year of 403(b) Service" means each year during which the Employee is a full-time Employee of the Employer for the entire work period, and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer, determined in accordance with the rules under Treasury Regulation Section 1.403(b)-4(e).

**ARTICLE III.**

**ELIGIBILITY AND PARTICIPATION**

**Section 3.01. Elective Deferral Eligibility and Participation Standards.** Each Eligible Employee is eligible to elect to have Elective Deferrals made on his or her behalf to the Plan immediately upon becoming employed by the Employer.
Section 3.02. Rollover Contribution Eligibility and Participation Standards. Each Participant who is an Eligible Employee is eligible to make a Rollover Contribution to the Plan.

Section 3.03. Cessation of Contributions. A Participant shall cease to be eligible to make or have made on his or her behalf Contributions under the Plan when the Participant ceases to be an Eligible Employee or the Plan is terminated.

ARTICLE IV.

CONTRIBUTIONS AND VESTING

Section 4.01. Elective Deferral Contributions.

(a) General Rule. For purposes of Elective Deferrals, an Eligible Employee elects to become a Participant by executing an Investment Agreement to reduce his or her Compensation (and have that amount contributed to the Plan as an Elective Deferral on his or her behalf) and filing it with the Employer. The Administrator may establish an annual minimum Elective Deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The Eligible Employee must also complete the Applicable Form provided by the Vendor to designate the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a Beneficiary. Any such elections shall remain in effect until a new Investment Agreement and/or other Applicable Form is filed with the Administrator or Vendor, as applicable. Each Eligible Employee shall become a Participant in accordance with the terms and conditions of the Individual Agreements. An Eligible Employee shall become a Participant as soon as administratively practicable following the date applicable under the Eligible Employee's election.

(b) Information Provided by the Employee. Each Eligible Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there
are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

(c) **Change in Elective Deferral Election.** Subject to the provisions of the applicable Individual Agreements, an Eligible Employee may at any time change the amount of his or her Elective Deferrals, investment direction, or designated Beneficiary by completing a new Investment Agreement or other Applicable Form. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor. No election to change or terminate Elective Deferrals shall be given retroactive effect.

(d) **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

(e) **Leave of Absence.** Unless an Investment Agreement is otherwise revised, if an Eligible Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

**Section 4.02. Rollover Contributions to the Plan.**

(a) To the extent provided in the Individual Agreements, a Participant who is an Eligible Employee who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such Rollover Contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code Section 402(c)(8)(B).
The Plan shall accept a Rollover Contribution to a Roth Contribution Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

For purposes of rolling over eligible rollover distributions to the Plan, an eligible rollover distribution has the meaning set forth in Code Section 402(c)(4), and generally means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the Eligible Employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code Section 401(a)(9). An eligible retirement plan means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a) or 403(b), an eligible governmental plan described in Code Section 457(b), or a Roth individual retirement account described in Code Section 408A(e).

The Vendor shall establish and maintain for the Participant a separate Rollover Account for any eligible rollover distribution paid to the Plan (including, if necessary and to the extent permitted under the Individual Agreements, separate Rollover Accounts for after-tax amounts rolled into the Plan).

**Section 4.03. Vesting.** Participants shall be immediately 100% Vested in all Contributions made to their Accounts under the Plan.
Section 4.04. Plan Expenses. All reasonable expenses of administering the Plan shall be charged against and paid from the applicable Account or Funding Vehicle, subject to the terms of the Funding Vehicle(s), unless paid by the Employer.

ARTICLE V.

LIMITATIONS ON CONTRIBUTIONS

Section 5.01. Basic Annual Limitation for Elective Deferrals. Except as provided in Sections 5.02 and 5.03, the maximum amount of Elective Deferrals contributed to the Plan for any calendar year shall not exceed the applicable dollar amount for the calendar year. The applicable dollar amount is the amount established under Code Section 402(g)(1)(B), increased by the Cost of Living Adjustment.

Section 5.02. Special Section 403(b) Elective Deferral Catch-up Limitation for Employees With 15 Years of Service. If the Employer is a "qualified organization" (within the meaning of Treasury Regulation Section 1.403(b)-4(c)(3)(ii)), the applicable dollar amount under Section 5.01 for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:

(1) $15,000, over

(2) The total special 403(b) catch-up Elective Deferrals made for the qualified employee by the qualified organization for prior years; or

(c) The excess of:

(1) $5,000 multiplied by the number of Years of 403(b) Service of the Employee with the qualified organization, over
(2) The total Elective Deferrals made for the Employee by the qualified organization for prior years.

For purposes of this Section 5.02, a "qualified employee" means an Employee who has completed at least 15 Years of 403(b) Service taking into account only employment with the Employer.

Section 5.03. Age 50 Catch-up Elective Deferrals. A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year as set forth in Code Section 414(v), increased by the Cost of Living Adjustment.

Section 5.04. Elective Deferral Catch-up Provision Coordination. Elective Deferrals in excess of the limitation set forth in Section 5.01 shall be allocated first to the special 403(b) catch-up under Section 5.02 (if applicable) and next as an age 50 catch-up contribution under Section 5.03.

Section 5.05. Special Rule for a Participant Covered by Another Code Section 403(b) Plan. For purposes of this Article V, if the Participant is or has been a participant in one or more other plans under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations set forth in Section 5.01 through Section 5.04 of this Article V. For this purpose, the Administrator shall take into account any other such plan maintained by an Employer and any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another
plan maintained by a Related Employer will be taken into account for purposes of Section 5.02 only if the other plan is a Code Section 403(b) plan.

Section 5.06. Correction of Excess Elective Deferrals.

(a) If Elective Deferrals on behalf of a Participant for any calendar year exceed the limitations described above, or Elective Deferrals on behalf of a Participant for any calendar year exceed these limitations when combined with other amounts deferred by the Participant under another plan of an Employer under Code Section 403(b) (and any other plan that permits elective deferrals under Code Section 402(g) for which the Participant provides information that is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with the rules under the Code and the regulations thereunder. If a Participant who made both Pre-Tax Contributions and Roth Contributions for a calendar year has excess amounts for that year, subject to the terms of the Individual Agreement, the excess amounts will be distributed out of the Roth Contribution Account first, unless the Participant elects to instead have the excess amounts distributed first out of the Pre-Tax Contribution Account.

(b) Notwithstanding the above, to the extent that the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above only when combined with other amounts deferred by the Participant under a plan of a Related Employer, then the plan of the Related Employer is responsible for distributing the excess amounts for the year.

Section 5.07. Code Section 415(c) Limitation.

(a) Notwithstanding any provision of the Plan to the contrary, annual additions to the Plan and to any other Code Section 403(b) plan (or, if required by Code Section 415 and the regulations thereunder, to any other defined contribution plan) for a Participant shall not exceed
the limitation set forth in Code Section 415(c), except to the extent permitted under Code Section 414(v). The limitation on annual additions set forth in Code Section 415(c) for any calendar year is the lesser of:

1. $40,000 increased by the Cost of Living Adjustment; or
2. 100% of the Participant's Includible Compensation.

(b) For purposes of this Section, "annual addition" has the meaning provided in Code Section 415(c), as modified by Code Sections 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of the following amounts credited to a Participant's Accounts for any calendar year under this Plan and to any 403(b) plan (or, if required by Code Section 415 and the regulations thereunder, to any other defined contribution plan): (1) employer contributions; (2) employee contributions; and (3) forfeitures. Annual additions shall not include: (1) any elective deferrals made by a Participant who is age 50 or older in accordance with, and subject to, Code Section 414(v); (2) excess elective deferrals distributed in accordance with Treasury Regulation Section 1.402(g)-1(e)(2); or (3) rollover contributions. Annual additions shall include:

1. amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer or a Related Employer, or both (as applicable); and
2. mandatory employee contributions to a defined benefit plan maintained by the Employer, unless the contributions are "picked-up" by the Employer pursuant to Code Section 414(h)(2).

Section 5.08. Excess Annual Additions. Annual Additions made to the Plan that exceed the limits set forth under Section 5.07 shall be allocated to a separate excess Annual
Additions Account under the Funding Vehicle in accordance with Treasury Regulation Sections 1.403(b)-3(b)(2) and 1.403(b)-4(f)(2) for the year of excess and each year thereafter. Excess Annual Additions due to aggregation with a Related Employer's plan shall be treated as an excess Annual Addition to that other plan.

ARTICLE VI.

NONDISCRIMINATION

Contributions to the Plan shall be made in accordance with any applicable requirements of Code Section 403(b)(12) or the regulations thereunder.

ARTICLE VII.

ACCOUNTING

Section 7.01. Participant Accounts. The Vendor shall establish and maintain adequate records to reflect the Accounts of each Participant. Credits and charges shall be made to such Accounts to reflect additions, distributions, withdrawals, and to reflect gains or losses pursuant to the terms of each Funding Vehicle. Each Participant shall have a separate Pre-Tax Contribution Account, Roth Contribution Account, and Rollover Account, as applicable. The maintenance of individual accounts is for accounting purposes only, and a segregation of Plan assets to each Account shall not be required. No amounts other than Roth Contributions and properly attributable earnings shall be credited to a Participant's Roth Contribution Account.

Section 7.02. Participant Statements. The Vendor shall provide to each Participant as soon as possible following each calendar quarter and year end, a statement depicting the value of such Participant's Account as of the end of such calendar quarter or year, as appropriate.
Section 7.03. Value of Account. The value of the Account of a Participant as of any valuation date is the value of the Account Balance as determined by the Vendor. All transactions and Account records shall be based on fair market value.

ARTICLE VIII.

INVESTMENT OF CONTRIBUTIONS

Section 8.01. Manner of Investment. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. All amounts in each Funding Vehicle shall be nontransferable to any other person or entity other than the Participant or his or her Beneficiary, except as provided in Section 15.01.

Section 8.02. Current Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan and set forth in Exhibit A. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy Code Section 403(b) or other requirements of applicable law.

Section 8.03. Investment of Contributions. A Participant can select one Vendor at a time to receive current Pre-Tax Contributions and one Vendor at a time to receive current Roth Contributions. In no event can a Participant have more than one Vendor for Pre-Tax Contributions or more than one Vendor for Roth Contributions. Once during each calendar year,
the Participant may elect to direct all future Pre-Tax Contributions to a different Vendor and/or all future Roth Contributions to a different Vendor. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Funding Vehicle offered by a Vendor in accordance with the terms of the Individual Agreements. If a Participant fails to designate a Vendor and/or investment options as provided herein, the Contributions shall not be invested until the Applicable Form is complete, unless otherwise provided in the Individual Agreements.

Section 8.04. Investment Changes. A Participant or Beneficiary is permitted to change the investment of his or her Account among the Vendors under the Plan, subject to the terms of the Individual Agreements. An investment change that includes an investment with a vendor that is not eligible to receive contributions under the Plan is not permitted, provided, however, that a Participant or Beneficiary is permitted to change the investment of his or her Account from an investment with a Former Vendor to a current Vendor. A change of investment of a Participant's Account among the Vendors (or from a Former Vendor to a current Vendor) under the Plan must satisfy the following conditions:

(1) The Participant or Beneficiary has an Account Balance immediately after the change that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the change (taking into account the Account Balance of that Participant or Beneficiary under both Annuity Contracts and/or Custodial Accounts immediately before the change).

(2) The Funding Vehicle receiving the Participant's Account Balance is subject to distribution restrictions that are not less stringent than those imposed on the transferring Funding Vehicle.
(3) The Funding Vehicle receiving the Participant's Account Balance is issued by a Vendor listed on Exhibit A of the Plan.

**Section 8.05. Former Vendors.** The Board and a Former Vendor will, to the extent that any existing agreement between the Board and the Former Vendor does not already provide such, enter into an information sharing agreement providing for mutual sharing of the following information:

(1) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Account to which Contributions have been made by the Board, to satisfy Code Section 403(b), including the following:
(i) the Administrator providing information as to whether the Participant's employment with his or her Employer is continuing, and notifying the vendor when the Participant has had a Severance from Employment (for purposes of the Plan benefit distribution restrictions); (ii) the vendor notifying the Administrator of any hardship withdrawal if the withdrawal results in a six month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the vendor providing information to the Administrator or other Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable a vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the Plan's hardship withdrawal rules); and

(2) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other Annuity Contract or Custodial Account to which Contributions have been made for the Participant by the Board to satisfy other tax
requirements, including the following: (i) the amount of any Plan loan that is outstanding to the Participant in order for a vendor to determine whether an additional Plan loan satisfies the applicable loan limitations, so that any such additional loan is not a deemed distribution under Treasury Regulation Section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a vendor to determine the extent to which a distribution is includible in gross income.

**ARTICLE IX.**

**BENEFIT DISTRIBUTIONS**

**Section 9.01. Distribution of Elective Deferrals.**

(a) Except as permitted under the terms of the Plan for purposes of pre-1989 Elective Deferrals, excess Elective Deferrals, hardship withdrawals, Rollover Contributions, termination of the Plan, or distributions of Elective Deferrals from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

(b) Except for a Participant's interest in the Plan being held in a Custodial Account, Elective Deferrals made to the Plan prior to January 1, 1989 (but not the earnings thereon), are not subject to the distribution restrictions of Section 9.01 and may be distributed to a Participant at any time subject to the terms of the Individual Agreements.

(c) Effective January 1, 2009, if a Participant has a Severance from Employment solely because he or she is performing service in the uniformed services as described in Code Section 3401(h)(2)(A), and the Participant receives a distribution under the Plan because of this
Severance from Employment, the Participant may not make Elective Deferrals to the Plan for the six month period beginning on the date of the distribution.

(d) At such time that a Participant is entitled to a distribution under the Plan and requests a distribution of his or her Pre-Tax Contribution Account and/or Roth Contribution Account on the Applicable Form, the Employer employing the Participant at the time of the event entitling the Participant to a distribution shall certify that he or she has satisfied a condition for distribution.

(e) Subject to the terms of the Individual Agreements, Participants may elect to have either Roth Contributions or Pre-Tax Contributions distributed from the Plan first. Unless provided otherwise under the Individual Agreements, if a Participant fails to make an election, Pre-Tax Contributions will be distributed from the Plan first.

Section 9.02. Distributions of Rollover Contributions. If a Participant has a Rollover Account, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Account.

Section 9.03. Benefit Payable. The benefit of a Participant or a Beneficiary shall be based on the value of the Participant's Account Balance as of the payment date. Benefits shall be paid under a payment option elected by the Participant or Beneficiary and available under the Funding Vehicle.

Section 9.04. Required Distribution Rules. The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan or of any Funding Vehicle. All distributions under this Plan will be made in accordance with Code Section 401(a)(9) and the regulations thereunder, including the incidental death benefit rules under Code Section
401(a)(9)(G). For this purpose, each Individual Agreement shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder. For purposes of applying the distribution rules of Code Section 409(a)(9), each Individual Agreement is treated as an individual retirement account (IRA) and distributions will be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in Treasury Regulation Section 1.403(b)-6(e). Notwithstanding the preceding sentence, each Vendor shall separately comply with the minimum distribution requirements under Code Section 401(a)(9) and the regulations thereunder with respect to its Funding Vehicles under the Plan.

**Section 9.05. Hardship Withdrawals.**

(a) Hardship withdrawals of Pre-Tax Contributions and Roth Contributions (but excluding any earnings on such Contributions after December 31, 1998) shall be permitted under the Plan in accordance with the safe harbor rules under sections 1.401(k)-1(d)(3)(iii)(B) and 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations, but only to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship and subject to the terms of such Individual Agreements. No Elective Deferrals will be allowed under the Plan during the six month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Administrator and the Vendors and/or the Former Vendors to the extent necessary to comply with the hardship rules, including the Vendors and/or Former Vendors notifying the Administrator of the withdrawal in order for the Administrator to implement the resulting six month suspension of the Participant's right to make Elective Deferrals under the Plan. The
Administrator may delegate responsibility for coordinating the sharing of information among the Vendors and/or Former Vendors to a third party administrator or to one of the Vendors.

(c) Hardship distributions are not permitted from the Funding Vehicles held by Former Vendors unless contractually provided under the Funding Vehicle and the Former Vendor enters into an agreement to share information with the Administrator in accordance with Revenue Procedure 2007-71.

Section 9.06. Death Benefit. If a Participant dies before the entire distribution of his or her Account has been made, his or her remaining Account, if any, shall be distributed to his or her Beneficiary as soon as administratively feasible after the Participant's death, unless the Beneficiary elects a later payment date on the Applicable Form, subject to Section 9.04. A Beneficiary may elect to receive the deceased Participant's Account under any payment option available under the Funding Vehicle.

Section 9.07. Transfer to Defined Benefit Governmental Plan.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan, subject to the terms of the Funding Vehicle; provided, however, that no portion of the Participant's Account Balance attributable to Roth Contributions may be transferred under this Section 9.07. A transfer under this Section may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the
receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

**ARTICLE X.**

**LOANS**

**Section 10.01. Loans.**

(a) Loans shall be permitted under the Plan from the Participant’s Pre-Tax Contribution Account and Roth Contribution Account in accordance with Code Section 72(p), but only to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured and subject to the terms of such Individual Agreements.

(b) Loans shall not be permitted from the Funding Vehicles held by Former Vendors unless contractually provided under the Funding Vehicle and the Former Vendor enters into an agreement to share information with the Administrator in accordance with Revenue Procedure 2007-71.

(c) Loans shall not be permitted from the Plan if the Participant has a defaulted loan under the Plan unless the Participant either (i) fully repays the amount of the defaulted loan plus interest to the Plan or (ii) is entitled to a distribution under Section 9.01(a) of the Plan and the Investment Provider has fully offset the loan from the Participant’s Account Balance.

**Section 10.02. Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable Federal and State law in connection with distributions and loans. The Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 10.03, including the collection of information from Vendors, and transmission of information requested by any
Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of an Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and/or Former Vendors, and transmission of information to any Vendor or Former Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of an Employer. The Administrator may delegate responsibility for coordinating the sharing of information among the Vendors to a third party administrator or to one of the Vendors.

Section 10.03. Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's Vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 10.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan will be considered a Vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.
ARTICLE XI.

ROLLOVERS FROM THIS PLAN

Section 11.01. Rollover Distributions. A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Code Section 402(c)(4)) from the Plan paid directly to an eligible retirement plan (as defined in Code Section 402(c)(8)(B)) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity ( IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Code Section 408(d)(3)(C)).

Section 11.02. Explanation of Plan Distribution and Withholding Requirements. Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 11.03. Rollovers of Roth Contributions. A direct rollover of a distribution from a Roth Contribution Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).
ARTICLE XII.

ADMINISTRATION

Section 12.01. Authority of the Employers. The Employers are responsible for advising their respective Eligible Employees of their rights to participate in the Plan and sending Contributions for each Participant to the selected Vendors. Each Employer shall have all power necessary or convenient to enable it to exercise this authority under the Plan.

Section 12.02. Authority of the Administrator. The Administrator shall have the power to construe and interpret the Plan, including any ambiguities, and to determine all questions of fact or law arising under the Plan, and to resolve any disputes arising under and all questions concerning the administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as it may deem expedient and, subject to provisions of the Plan regarding claims to benefits, the Administrator should be the sole and final judge of such expediency. The Administrator may provide rules and regulations, not inconsistent with the terms of the Plan, for the operation and management of the Plan, and may from time to time amend or rescind such rules. The Administrator is authorized to accept service of legal process for the Plan. The Administrator shall have all powers necessary or convenient to enable it to exercise its authority under the Plan.

Section 12.03. Delegation by Administrator. The Administrator may delegate to an individual, committee, or organization to carry out its fiduciary duties or other responsibilities under the Plan. Any such individual, committee or organization delegated fiduciary duties shall be a fiduciary until the Administrator revokes such delegation. A delegation of the Administrator duties or responsibilities may be revoked without cause or advance notice. Such
individual, committee, or organization shall have the same power and authority with respect to such delegated fiduciary or other responsibilities as the Administrator has under the Plan.

**Section 12.04. Advice to Administrator.** The Administrator may employ or contract with one or more persons to render advice with regard to its duties, responsibilities and authority under the Plan.

**Section 12.05. Limitation on Recovery.** Participants and Beneficiaries may not seek recovery against the Administrator, Employers, or any employee, contractor, or agent of the Administrator or Employers, for any loss sustained by any Participant or Beneficiary due to the nonperformance of their duties, negligence, or any other misconduct of the above-named persons.

**Section 12.06. Benefit Payments.** The Administrator, or its designee, if in doubt regarding the correctness of its action with respect to a benefit payment, may direct suspension of payment until satisfied as to the correctness of the payment or the person to receive the payment. Alternatively, the Administrator, or its designee, may file, in any state court of competent jurisdiction, a suit, in the form it deems appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Administrator, or its designee, may also bring a suit, or take other action as it deems appropriate, to resolve questions involving investment directions. The Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and the Administrator shall be bound by such an order, insofar as it affects the benefits payable under this Plan, or the method or manner of payment.

**Section 12.07. Reliance.** If the Administrator or any other fiduciary with respect to the Plan acts in reliance on an election, consent, or revocation made pursuant to this Plan, the
election, consent, or revocation shall be treated as valid for purposes of discharging the Plan from liability to the extent of payments made pursuant to such acts.

ARTICLE XIII.

REQUESTS FOR INFORMATION AND OTHER CLAIMS PROCEDURES

Section 13.01. Requests for Information Concerning Eligibility, Participation, Contributions. Requests for information concerning eligibility, participation, Contributions, or other aspects of the operation of the Plan should be directed in writing to the Employer.

Section 13.02. Requests for Information Concerning Funding Vehicles. Requests for information concerning the Funding Vehicles and their terms, conditions, and interpretations thereof, should be directed in writing to the Vendor.

Section 13.03. Claims for Benefits. If a Participant makes a written claim for benefits under the Plan to the Employer or Vendor, as applicable, and the written request is denied, the Employer or Vendor, as applicable, shall within a reasonable period of time provide a written denial to the Participant. It shall include the specific reasons for denial, the provisions of the Plan and/or Funding Vehicles on which the denial is based, and how to apply for a review of the denied claim. Where appropriate, it shall also include a description of any material which is needed to complete or perfect a claim and why such material is necessary. Within 60 days after the Participant receives notification of the denial, a Participant may request in writing a review of a claim denied by the Employer or Vendor, as applicable, and review pertinent documents and submit issues and comments in writing to the Employer or Vendor, as applicable. The Participant shall receive a written decision upon such request for review of a denied claim within a reasonable period of time following receipt of the request.
ARTICLE XIV.

AMENDMENT AND PLAN TERMINATION

Section 14.01. Amendment and Termination. While it is expected that the Plan will continue indefinitely, the Board reserves the right to modify or terminate the Plan at any time.

Section 14.02. Adverse Effects. Any termination or modification of the Plan will not adversely affect the benefits accrued by Participants prior to the date of termination or modification.

Section 14.03. Distribution Upon Termination of the Plan. The Board may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Board on the date of termination does not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the treasury regulations.

ARTICLE XV.

MISCELLANEOUS

Section 15.01. Non-Alienation. Participants' Accounts under the Plan shall not be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor be subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or any other voluntarily or involuntarily alienation or other legal or equitable process, nor be transferable by operation of law. However, the Plan will comply with any judgment, decree or order which establishes the right of another person to all or a portion of a Participant's benefit under the Plan to the extent that it is a "qualified domestic relations order" under Code Section 414(p). In addition, the Administrator
may pay from a Participant's or Beneficiary's Account Balance, provided that the Participant has
had a distributable event under Section 9.01, the amount that the Administrator finds is lawfully
demanded under a levy issued by the Internal Revenue Service with respect to that Participant or
Beneficiary or is sought to be collected by the United States Government under a judgment
resulting from an unpaid tax assessment against the Participant or Beneficiary.

**Section 15.02. Limitation of Rights.** Neither the establishment nor maintenance of the
Plan nor any amendment thereof, nor the purchase of any insurance contract, nor any act or
omission under the Plan or resulting from the operation of the Plan shall be construed:

(a) As conferring upon any Participant, Beneficiary, or any other person any right or
claim against an Employer or Administrator, except to the extent that such right or claim shall be
specifically expressed and provided in the Plan.

(b) As an agreement, consideration, or inducement of employment or as effecting in
any manner or to any extent whatsoever the rights or obligations of an Employer or any
Participant to continue or terminate the employment relationship at any time.

**Section 15.03. Federal and State Taxes.** It is intended that Contributions under this
Plan, plus any earnings thereunder, are excludable from gross income for federal and state
income tax purposes until paid to Participants or Beneficiaries, except to the extent that they are
Roth Contributions. Any distributions made under the Plan are subject to applicable income tax
withholding requirements, except to the extent that it is a Qualified Distribution. However, the
Administrator does not guarantee that any particular Federal or state income, payroll, or other tax
consequence will occur as a result of participation in this Plan.

**Section 15.04. Erroneous Payments.** If the Administrator or Vendor makes any
payment that, according to the terms of the Plan and the benefits provided hereunder, should not
have been made, the Administrator or Vendor may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Administrator or Vendor, from the person to whom it was made, or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Vendor may deduct it when making any future payments directly to that Participant.

**Section 15.05. Release.** Any payment to any Participant shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Administrator, or its designee, may condition such payment on the Participant delivering the duly executed receipt and release in such form as may be determined by the Administrator, or its designee.

**Section 15.06. Liability.** The Administrator shall incur no liability in acting upon any notice, request, signed letter, telegram, or other paper, document, or electronic transmission believed by the Administrator to be genuine, or to be executed, or sent by an authorized person.

**Section 15.07. Necessary Parties.** The Administrator is the only party necessary to any accounting, litigation, or other proceeding relating to the Plan or Funding Vehicle. The settlement or judgment in any such case in which the Administrator is duly served shall be binding upon all affected Participants in the Plan, their Beneficiaries, estates, and upon all persons claiming by, through, or under them.
Section 15.08. Headings. Any headings or subheadings in the Plan are inserted for convenience of reference only and shall be ignored in the construction of any provisions of the Plan.

Signed this 18 day of November, 2010.

KANSAS BOARD OF REGENTS

By: [Signature]
Chair of the Board

By: [Signature]
President and Chief Executive Officer of the Board

I, Andy Tompkins, the duly qualified President and CEO of the Board of Regents, State of Kansas, do hereby certify that amendments to the Kansas Board of Regents Voluntary Retirement Plan to add Roth contributions was approved at the April 15, 2010 meeting of the Board of Regents, State of Kansas.

In Witness Whereof, I have hereunto set my hand and fixed the seal of the Board of Regents, State of Kansas, this 18 day of November, 2010.

[Signature]
President and CEO Board of Regents, State of Kansas
AMENDMENT NUMBER ONE
TO THE
KANSAS BOARD OF REGENTS VOLUNTARY RETIREMENT PLAN

WHEREAS, the Kansas Board of Regents Voluntary Retirement Plan ("Plan") was amended and restated effective January 1, 2011;

WHEREAS, the Kansas Board of Regents ("Board") reserved the right to amend the Plan pursuant to Section 14.01; and

WHEREAS, the Board now desires to amend the Plan to comply with the Worker, Retiree, and Employer Recovery Act of 2008.

NOW, THEREFORE, this Amendment Number Two is hereby adopted to amend the Plan effective January 1, 2009, as follows:

1. Section 9.04 of the Plan, regarding required distributions, is hereby amended to be and read as follows:

   Section 9.04. Required Distribution Rules. The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan or of any Funding Vehicle.

   (a) All distributions under this Plan will be made in accordance with Code Section 401(a)(9) and the regulations thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G). For this purpose, each Individual Agreement shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder. For purposes of applying the distribution rules of Code Section 409(a)(9), each Individual Agreement is treated as an individual retirement account (IRA) and distributions will be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in Treasury Regulation Section 1.403(b)-6(e). Notwithstanding the preceding sentence, each Vendor shall separately comply with the minimum distribution requirements under Code Section 401(a)(9) and the regulations thereunder with respect to its Funding Vehicles under the Plan.

   (b) For 2009, unless otherwise provided in the Individual Agreements, the minimum distribution requirements set forth under paragraph (a) will be satisfied as provided in either subsection (1) or (2) below, as determined by the Vendor responsible for the Participant's required minimum distribution and in accordance with the Individual Agreements:
(1) A Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least ten (10) years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(2) A Participant or Beneficiary who would have been required to receive 2009 RMDs, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) Extended 2009 RMDs, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

Further, if provided by the Individual Agreement, the 2009 RMDs and Extended 2009 RMDs will be treated as eligible rollover distributions in 2009.

IN WITNESS WHEREOF, the Board of Regents, State of Kansas has caused to be affixed the signature of its duly authorized Representative:

Signed this __________ day of ________________, 2012.

KANSAS BOARD OF REGENTS

By: Andy Tompkins
President and CEO

By: Tim Emert
Chair
AMENDMENT NUMBER TWO TO THE
KANSAS BOARD OF REGENTS VOLUNTARY RETIREMENT PLAN

THIS AMENDMENT TWO to the Kansas Board of Regents Voluntary Retirement Plan ("Voluntary Plan") is hereby adopted by the Kansas Board of Regents ("Board").

WHEREAS, the Plan was amended and restated effective January 1, 2011; and

WHEREAS, the Board reserved the right to amend the Voluntary Plan in Article XIV of the Plan; and

WHEREAS, the Board now wishes to amend the Voluntary Plan to permit certain transfers to eligible defined contribution retirement plans which are willing and able to accept such transfers; and.

WHEREAS, the Board also now wishes to amend the Voluntary Plan to clarify eligibility in light of the Patient Protection and Affordable Care Act and the new rules for determining “hours in service” for health care benefits that were established by the Kansas State Health Care Commission.

NOW, THEREFORE, the Voluntary Plan is hereby amended, effective June 18, 2014:

1. A new Section 9.08, Direct Transfers to 403(b) Plan, is added to state:

"Section 9.08. Direct Transfers to 403(b) Plan."
Notwithstanding any other provision of the Plan to the contrary, the Board may direct a transfer on behalf of a uniform and nondiscriminatory group of Participants or Beneficiaries of their entire Vested Accounts under the Plan to a defined contribution plan under Code Section 403(b). Such transfer is subject to the following requirements:
(a) The Plan shall transfer the entire amount of the Participant's or Beneficiary's Account directly to the transferee plan's trustee;

(b) The transferee plan must be maintained by the Participant's current or former employer and have authorized and agreed in writing to accept the transfer of such assets;

(c) The Participant or Beneficiary must be fully Vested in the transferred benefit under the terms of the transferee plan;

(d) The Participant or Beneficiary whose assets are being transferred must have an accumulated benefit immediately after the transfer that is at least equal to the accumulated benefit of that Participant or Beneficiary immediately before the transfer; and

(e) The transferee plan must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on distributions from the Plan in accordance with Treasury Regulation Section 1.403(b)-10(b)(3).

2. Section 2.02(q) of the Voluntary Plan is hereby amended to state:

(q) "Eligible Employee" means any Employee appointed half time or more to a 48% or greater full time equivalent Benefits Eligible Position, including Employees who are members of the Cooperative Extension Service and appointed pursuant to the Federal Smith-Lever Act, as amended, and health care employees as defined under K.S.A. § 75-2935(1)(f). Notwithstanding anything contained herein to the contrary, however, Eligible Employee does not include (i) employees of a private Code Section 501(c)(3) entity affiliated with an Employer, (ii) students performing services described in Code Section 3121(b)(10), or (iii) any person designated in good faith as an independent contractor regardless of whether such person is later determined to be a common law employee for tax purposes. The State of Kansas Health Care Commission's determination that an Employee is eligible for health care coverage does not automatically render that Employee an Eligible Employee under the Plan.
3. In all other respects, the Voluntary Plan shall be and remain unchanged.

Signed this 18\textsuperscript{th} day of June, 2014.

KANSAS BOARD OF REGENTS

By: 
Fred Logan
Chair of the Board

By: 
Andy Tompkins
President and Chief Executive Officer
of the Board of Regents
AMENDMENT NUMBER THREE TO THE
KANSAS BOARD OF REGENTS VOLUNTARY RETIREMENT PLAN

THIS AMENDMENT THREE to the Kansas Board of Regents Voluntary Retirement Plan ("Voluntary Plan") is hereby adopted by the Kansas Board of Regents ("Board").

WHEREAS, the Voluntary Plan was amended and restated effective January 1, 2011; and

WHEREAS, the Board reserved the right to amend the Voluntary Plan in Article XIV of the Plan; and

WHEREAS, the Board now wishes to amend the Voluntary Plan in light of legislative and regulatory changes to the hardship rules.

NOW, THEREFORE, the Voluntary Plan is hereby amended effective January 1, 2020:

1. Paragraph (1) of 8.05 of the Plan, regarding Former Vendors, is hereby amended to be and read as follows:

   (1) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Account to which Contributions have been made by the Board, to satisfy Code Section 403(b), including the following: (i) the Administrator providing information as to whether the Participant's employment with his or her Employer is continuing, and notifying the vendor when the Participant has had a Severance from Employment (for purposes of the Plan benefit distribution restrictions); (ii) the vendor notifying the Administrator of any hardship withdrawal made on or before December 31, 2019; and (iii) the vendor providing information to the Administrator or other Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable a vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the Plan's hardship withdrawal rules); and

2. Section 9.05 of the Plan, regarding hardship distributions, is hereby amended to be and read as follows:
Section 9.05. Hardship Withdrawals.

(a) To the extent (i) a Vendor has been approved by the Administrator to allow hardship withdrawals under the Plan and (ii) a hardship withdrawal is permitted by the terms governing the applicable Individual Agreement, distribution of Elective Deferrals (excluding any earnings on such Elective Deferrals after December 31, 1988) may be made to a Participant in the event of hardship. A hardship withdrawal may only be made on account of immediate and heavy financial need of the Participant and where the withdrawal is necessary to satisfy the immediate and heavy financial need. Participants may be charged a reasonable processing fee per hardship withdrawal.

(b) The following are the only financial needs considered immediate and heavy:

1. expenses for (or necessary to obtain) medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) for the Participant, his or her spouse, primary Beneficiary, children, or any dependents (as defined in Code Section 152, and without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B));

2. costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

3. payment of tuition, related educational fees, and room and board expenses for up to the next twelve months of post-secondary education for the Participant, his or her spouse, primary Beneficiary, children, or dependents (as defined in Code Section 152, and without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B));

4. payments necessary to prevent the eviction of the Participant from his or her principal residence or the foreclosure on the mortgage of the principal residence of the Participant;

5. payments for burial or funeral expenses for the Participant's deceased parent, spouse, primary Beneficiary, children, or dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B));

6. expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to Code section 165(h)(5) and without regard to whether the loss exceeds 10% of adjusted gross income);

7. expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency
Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; and

(8) such other circumstances as the Commissioner of Internal Revenue determines constitute financial hardship under Code Section 401(k) or the Treasury Regulations thereunder.

(c) A distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

(1) the distribution is not in excess of the amount of the 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);

(2) the Participant has obtained all distributions, other than hardship distributions, under all plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need);

(3) for distributions made before January 1, 2020, all plans maintained by the Employer provide that the Participant's elective deferrals (and after-tax employee contributions) will be suspended for six months after the receipt of the hardship distribution, provided that any such suspension in effect on December 31, 2019, shall end on that date;

(4) the Participant represents in writing or in such other form as may be prescribed by the Commissioner of the Internal Revenue Service, that he or she has insufficient cash or other liquid assets to satisfy the need; and

(5) the Participant has met any such additional or alternative requirements as may be prescribed in Treasury Regulation Section 1.401(k)-1(d)(3)(iv)(E) or subsequent promulgations.

(d) A Participant must provide substantiation of the reason for and the amount of the immediate and heavy financial need to the Administrator or the Vendor. Hardship withdrawals shall also be subject to any hardship procedures issued by the Administrator, which shall be communicated to the Vendors to the extent applicable.

(e) The Administrator shall take such steps as may be appropriate to collect information from Vendors and/or Former Vendors, and to transmit any information to any Vendor or Former Vendor, to coordinate the limitations on
hardship withdrawals. The Administrator may delegate this responsibility to a Vendor or to another service provider pursuant to Article XII of the Plan.

(f) Hardship distributions are not permitted from the Funding Vehicles held by Former Vendors unless contractually provided under the Funding Vehicle and the Former Vendor enters into an agreement to share information with the Administrator in accordance with Revenue Procedure 2007-71.

3. In all other respects, the Voluntary Plan shall be and remain unchanged.

Signed this \underline{22nd} day of October, 2019.

KANSAS BOARD OF REGENTS

By: \underline{Shane Bangerter}
Shane Bangerter
Chair of the Board

By: \underline{Blake Flanders}
Blake Flanders
President and Chief Executive Officer of the Board
The purpose of this Exhibit A is to set forth the Approved Vendors, as well as the Former Vendors, under the Plan. This Exhibit A may be amended from time to time; provided, however, that any changes to approved Vendors under the Plan shall be effective on the date that the Board approves such changes, and not on the date that of the amended Exhibit A.

**Approved Vendors**

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>710</td>
<td>American Century Investments*</td>
</tr>
<tr>
<td>321</td>
<td>Ameriprise Financial Services, Inc</td>
</tr>
<tr>
<td>413</td>
<td>Lincoln Investment Planning</td>
</tr>
<tr>
<td>728</td>
<td>Lincoln Life*</td>
</tr>
<tr>
<td>416</td>
<td>Lincoln National Life Ins Co</td>
</tr>
<tr>
<td>468</td>
<td>Modern Woodmen of America*</td>
</tr>
<tr>
<td>506</td>
<td>Reliastar Life Insurance Company*</td>
</tr>
<tr>
<td>655</td>
<td>Security Benefit Life Ins Co</td>
</tr>
<tr>
<td>064</td>
<td>Thrivent Financial for Lutherans*</td>
</tr>
<tr>
<td>695</td>
<td>TIAA-CREF</td>
</tr>
<tr>
<td>769</td>
<td>VALIC</td>
</tr>
<tr>
<td>024/009</td>
<td>Voya Retirement Services</td>
</tr>
<tr>
<td>785</td>
<td>Waddell &amp; Reed Financial Services</td>
</tr>
</tbody>
</table>

* These Vendors will not accept new enrollment. Participants who are investing with these Vendors as of March 2003 can continue to make Contributions to these Vendors, but these Vendors will not be available to any other Participants.
Former Vendors

025 AIM Investment Services Inc.
839 American Funds Distributors Inc
792 American General Annuity Ins*
057 American United Life Ins Co*
337 Anchor National Life Insurance Co*
186 AXA Equitable Life Insurance Co *
470 Conseco Life Ins Co (Mass Gen Life)*
378 Farm Bureau Life Insurance Co*
775 Fidelity Investments Inst Services
272 Guardian Life Ins Co of America*
835 Invesco Funds Group Inc*
831 Janus Capital Corporation*
357 John Hancock Funds, Inc.*
830 John Hancock Life Ins Co (USA) *
838 LIFEUSA*
412 Lincoln Benefit Life Company*
829 Mackay-Shields Tax Shldt An Pr*
444 Mass Mutual Life Ins Co V A*
843 MetLife Investors USA Ins Co
446 Metropolitan Life Insurance Co*
687 MFS/Sun Life Assur of Can(USA)*
834 National Western Life Ins Co*
474 Nationwide Life Insurance Co
842 New England Financial Annuities*
501 New York Life Insurance Co*
507 Northwestern Mutual Life Ins Co*
828 PFS Investments, Inc*
569 Phoenix Mutual Life Ins Co*
821 Pioneer Investment Management
084 Principal Financial Group*
584 Prudential Ins Co of America*
595 Putnam Financial Services Inc*
724 The Union Central Life Ins Co*
823 The Vanguard Group of Inv Cos
842 New England Financial Annuities*
702 Travelers Insurance Company*
743 USAA Life Insurance Company*
AMENDMENT NUMBER FOUR TO THE
KANSAS BOARD OF REGENTS VOLUNTARY RETIREMENT PLAN

THIS AMENDMENT NUMBER FOUR to the Kansas Board of Regents Voluntary Retirement Plan ("Voluntary Plan") is hereby adopted by the Kansas Board of Regents ("Board").

WHEREAS, the Voluntary Plan was most recently amended and restated in its entirety effective January 1, 2011, and has been amended three times thereafter, most recently effective January 1, 2020; and

WHEREAS, the Board reserved the right to amend the Voluntary Plan in Article XIV of the Plan; and

WHEREAS, the Board delegated its authority to approve and adopt Voluntary Plan documents and amendments and modifications to the Retirement Plan Committee, subject to certain Board approval requirements; and

WHEREAS, the Retirement Plan Committee now wishes to amend the Voluntary Plan to reflect changes made pursuant to the Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act").

NOW, THEREFORE, the Voluntary Plan is hereby amended effective as of April 17, 2020, unless otherwise stated herein.

1. A new Paragraph (nn), defining the CARES Act, is hereby added to Section 2.02 of the Plan, to be and read as follows:

   (nn) "CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. A new Paragraph (oo), defining Coronavirus-Related Distribution, is hereby added to Section 2.02 of the Plan, to be and read as follows:

(oo) "Coronavirus-Related Distribution" means a distribution made on or after April 17, 2020, but before December 31, 2020, or such later date as provided in legislation modifying or extending the CARES Act or regulatory guidance under the CARES Act, to a Qualified Individual in accordance with Section 9.08.

3. A new Paragraph (pp), defining Qualified Individual, is hereby added to Section 2.02 of the Plan, to be and read as follows:

(pp) "Qualified Individual" means a Participant:

(i) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(ii) whose spouse or dependent (as defined in Code Section 152) is diagnosed with such virus or disease by such a test; or

(iii) who experiences adverse financial consequences as a result of:

(A) the Participant, the Participant's spouse, or a member of the Participant's household (i) being quarantined, (ii) being furloughed or laid off or having work hours reduced due to such virus or disease, (iii) being unable to work due to lack of child care due to such virus or disease, (iv) having a reduction in pay (or self-employment income) due to such virus or disease, or (v) having a job offer rescinded or start date for a job delayed due to such virus or disease;

(B) closing or reducing hours of a business owned or operated by the Participant, the Participant's spouse, or a member of the Participant's household due to such virus or disease; or

(C) other factors as determined by the Secretary of the Treasury (or the Secretary's delegate); or

(iv) any other Participant who satisfies the definition of a Qualified Individual as provided in legislation modifying or extending the CARES Act or regulatory guidance under the CARES Act.
For purposes of this paragraph (pp), a member of the Participant's household means someone who shares the Participant's principal residence.

4. A new Section 9.08, related to Coronavirus-Related Distributions, is hereby added to the Plan to be and read as follows:

Section 9.08 Coronavirus-Related Distributions.

(a) Notwithstanding Section 9.01, (i) if a Vendor has been approved by the Administrator to offer Coronavirus-Related Distributions under the Plan and (ii) subject to the limitation under paragraph (b) and the terms of the Funding Vehicles, a Participant who is a Qualified Individual may request one or more Coronavirus-Related Distributions from his or her Account.

(b) Coronavirus-Related Distributions to a Participant from this Plan, the Kansas Board of Regents Mandatory Plan, and all other plans maintained by the Employer or a Related Employer may not exceed $100,000.

(c) A Participant shall certify that he or she is a Qualified Individual prior to receiving a Coronavirus-Related Distribution.

(d) Notwithstanding any other provision of the Plan, Coronavirus-Related Distributions shall be made in accordance with the CARES Act, any subsequent legislation addressing Coronavirus-Related Distributions, and any regulatory guidance issued thereunder.

5. Section 9.04 of the Plan, Required Distribution Rules, is hereby amended to be and read as:

Section 9.04 Required Distribution Rules. The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan or of any Funding Vehicle.

(a) All distributions under this Plan will be made in accordance with Code Section 401(a)(9) and the regulations thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G) and the changes under the Setting Every Community Up for Retirement Enhancement Act of 2019 and any guidance issued thereunder. For this purpose, each Individual Agreement shall comply with the minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder. For purposes of applying the distribution rules of Code Section 409(a)(9), each Individual Agreement is treated as an individual retirement account (IRA) and distributions will be made in accordance with the provisions of Treasury Regulation Section 1.408-8, except as provided in Treasury Regulation Section 1.403(b)-6(e). Notwithstanding the preceding sentence, each Vendor shall separately comply with the minimum distribution
requirements under Code Section 401(a)(9) and the regulations thereunder with respect to its Funding Vehicles under the Plan.

(b) Distributions may only be made over one of the following periods (or a combination thereof):

(1) The life of the Participant;

(2) The life of the Participant and a designated individual Beneficiary;

(3) A period certain not extending beyond the life expectancy of the Participant; or

(4) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and designated individual Beneficiary.

(c) A Participant's Accounts shall be distributed to the Participant beginning no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (age 72 for distributions required to be made after December 31, 2019, with respect to a Participant who would have attained age 70½ after December 31, 2019) or, if later, April 1 of the calendar year following the calendar year that the Participant has a Severance from Employment.

(d) For 2020 or such longer period as provided in legislation modifying or extending the CARES Act, unless otherwise provided in the Individual Agreements, the minimum distribution requirements set forth under paragraph (a) will be satisfied as provided in either subsection (1) or (2) below, as determined by the Vendor responsible for the Participant's required minimum distribution and in accordance with the Individual Agreements:

(1) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding
sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(2) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Individual Agreement, 2020 RMDs and Extended 2020 RMDs will be treated as eligible rollover distributions in 2020.

6. A new Paragraph (d), related to loan repayments, is hereby added to Section 10.01 of the Plan, to be and read as follows:

(d) If a Participant who is a Qualified Individual has an outstanding loan on or after March 27, 2020, and certifies that he or she is a Qualified Individual, and the Vendor has been approved by the Administrator to administer delayed loan repayments under the Plan, this paragraph (d) shall apply:

(1) if the due date under Code Section 72(p) for any repayment with respect to such loan occurs during the period beginning on March 27, 2020, and ending on December 31, 2020, such due date shall be delayed for one year;

(2) any subsequent repayments with respect to any such loan shall be appropriately adjusted to reflect the delay in the due date under paragraph (1) and any interest accruing during such delay; and

(3) in determining the five year period and the term of a loan under Code Section 72(p), the period described in paragraph (1) shall be disregarded.

7. Exhibit A Vendor Listing, shall be amended to be and read as attached hereto.
8. In all other respects, the Voluntary Plan shall be and remain unchanged.

Signed this 22nd day of September, 2020.

KANSAS BOARD OF REGENTS

By: Shane Bangerter
   Chair of the Retirement Plan Committee

By: Blake Flanders, Ph.D.
   President and Chief Executive Officer
KANSAS BOARD OF REGENTS
VOLUNTARY RETIREMENT PLAN

EXHIBIT A

VENDOR LISTING

The purpose of this Exhibit A is to set forth the current approved Vendors, frozen Vendors, and Former Vendors under the Plan. This Exhibit A may be amended from time to time; provided, however, that any changes to approved Vendors under the Plan shall be effective on the date that the Board approves such changes, and not on the date of the amended Exhibit A.

VENDOR LISTING PRIOR TO JANUARY 1, 2021

1. Approved Vendors

Effective as of the date of this amendment, the Vendors listed below are approved to accept contributions under the Plan:

<table>
<thead>
<tr>
<th>Code</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>321</td>
<td>Ameriprise Financial Services, Inc.</td>
</tr>
<tr>
<td>413</td>
<td>Lincoln Investment Planning</td>
</tr>
<tr>
<td>416</td>
<td>Lincoln National Life Insurance Company</td>
</tr>
<tr>
<td>655</td>
<td>Security Benefit Life Insurance Company</td>
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<tr>
<td>695</td>
<td>TIAA</td>
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<td>769</td>
<td>VALIC</td>
</tr>
<tr>
<td>024/009</td>
<td>Voya Retirement Services</td>
</tr>
<tr>
<td>785</td>
<td>Waddell &amp; Reed Financial Services – not a Roth provider</td>
</tr>
</tbody>
</table>

2. Frozen Vendors

Effective as of the date of this amendment, the frozen Vendors listed below are approved to accept contributions under the Plan, but only with respect to Participants who were investing with these Vendors as of March 2003.

<table>
<thead>
<tr>
<th>Code</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>710</td>
<td>American Century Investments</td>
</tr>
<tr>
<td>728</td>
<td>Lincoln Life</td>
</tr>
<tr>
<td>468</td>
<td>Modern Woodmen of America</td>
</tr>
<tr>
<td>506</td>
<td>Reliastar Life Insurance Company</td>
</tr>
<tr>
<td>064</td>
<td>Thrivent Financial for Lutherans</td>
</tr>
</tbody>
</table>

Effective January 1, 2021, there will be no frozen Vendors under the Plan.
3. **Former Vendors**

The Former Vendors listed below were approved by the Board to accept contributions under the Plan, but ceased to be eligible to receive new contributions under the Plan on or after January 1, 2005.

<table>
<thead>
<tr>
<th>Code</th>
<th>Company Name</th>
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<tbody>
<tr>
<td>025</td>
<td>AIM Investment Services Inc.</td>
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<tr>
<td>839</td>
<td>American Funds Distributors In</td>
</tr>
<tr>
<td>792</td>
<td>American General Annuity Ins</td>
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<tr>
<td>057</td>
<td>American United Life Ins Co</td>
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<tr>
<td>337</td>
<td>Anchor National Life Insurance Co</td>
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<td>186</td>
<td>AXA Equitable Life Insurance Co</td>
</tr>
<tr>
<td>470</td>
<td>Conseco Life Ins Co (Mass Gen Life)</td>
</tr>
<tr>
<td>378</td>
<td>Farm Bureau Life Insurance Co</td>
</tr>
<tr>
<td>775</td>
<td>Fidelity Investments Inst Services</td>
</tr>
<tr>
<td>272</td>
<td>Guardian Life Ins Co of America</td>
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<tr>
<td>835</td>
<td>Invesco Funds Group Inc.</td>
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<tr>
<td>831</td>
<td>Janus Capital Corporation</td>
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<tr>
<td>357</td>
<td>John Hancock Funds, Inc.</td>
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<td>830</td>
<td>John Hancock Life Ins Co (USA)</td>
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<td>LIFEUSA</td>
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<tr>
<td>412</td>
<td>Lincoln Benefit Life Company</td>
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<tr>
<td>829</td>
<td>Mackay-Shields Tax Shld An Pr</td>
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<td>444</td>
<td>Mass Mutual Life Ins Co V A</td>
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<tr>
<td>843</td>
<td>MetLife Investors USA Ins Co</td>
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<tr>
<td>446</td>
<td>Metropolitan Life Insurance Co</td>
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<td>Travelers Insurance Company</td>
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<tr>
<td>743</td>
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**VENDOR LISTING EFFECTIVE JANUARY 1, 2021**

1. **Approved Vendors**

   Effective January 1, 2021, the Vendors listed below are approved to accept contributions under the Plan:

<table>
<thead>
<tr>
<th>Code</th>
<th>Company Name</th>
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<tbody>
<tr>
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2. **Former Vendors**

   Effective January 1, 2021, the Former Vendors listed below were approved by the Board to accept contributions under the Plan, but ceased to be eligible to receive new contributions under the Plan.

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<thead>
<tr>
<th>Code</th>
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