

**THURSDAY, NOVEMBER 15, 2018
TALENT AND COMPENSATION COMMITTEE MEETING**

Hiroyuki Fujita
Alex Shumate
Clark C. Kellogg
Erin P. Hoeflinger
John W. Zeiger
H. Jordan Moseley
Michael J. Gasser (*ex officio*)

Location: Longaberger Alumni House
Sanders Grand Lounge

Time: 8:00-9:45am

Public Session

ITEMS FOR DISCUSSION

- | | |
|--|-------------|
| 1. <i>HR Scorecard – Ms. Basso, Ms. Shumate</i> | 8:00-8:10am |
| 2. <i>Talent Management Overview – Ms. Basso, Ms. Driscoll</i> | 8:10-8:40am |
| 3. <i>Key Critical Searches – Ms. Basso</i> | 8:40-8:45am |

Executive Session

8:45-9:25am

Public Session (continued)

ITEMS FOR ACTION

- | | |
|---|-------------|
| 4. Personnel Actions – Ms. Basso | 9:25-9:30am |
| 5. Presidential Review and Compensation (<i>hand-carry resolution</i>) – Dr. Fujita | 9:30-9:40am |
| 6. Approval to Amend and Restate the Ohio Public Higher Education Institutions' Alternative Retirement Plan – Ms. Basso | 9:40-9:45am |

OSU Human Resources PERFORMANCE SCORECARD
FY2019

Strategic Priorities	Champion	Accountable Owner	Metric(s)	FY 19 Target	FY19 YTD - August Actual	Status	FY 20 Target	FY 21 Target	FY 22 Target	FY 23 Target	FY24 -- 7 Year Aspirational Target
HR EXCELLENCE	Shumate	Kimberly Shumate	Application to hire date	Monitor and measure	96.2 Days						
	Shumate	Kimberly Shumate	The number of escalations of calls due to inability to resolve at initial contact	Monitor and measure	FY18: 47%						
	Shumate	Kimberly Shumate	Establishment of new and redefined HR roles across the university		80%	18.00%					
TALENT MANAGEMENT	Hillis	Kim Lambert	Diversity of staff applicant pool	Monitor and measure	FY18: Female: 3.2% above market availability URM: 12.5% above market availability						
	Hillis	Molly Driscoll	Staff turnover in first year	Monitor and measure	FY17 cohort: 23.3%						
	Hillis	Molly Driscoll	Percentage of URM and women in leadership positions	Monitor and measure	AU18: 12.8% (URM) 35.6% (Women)						
	Mincey/Hillis	Alison Mincey	Faculty engagement score		3.93	FY18: 3.84					
	Mincey/Hillis	Alison Mincey	Tier 3 work areas engagement score - staff	Reduction of Tier 3 units to 26% (136)	FY18: 33% total units (175)						
	Mincey/Hillis	Alison Mincey	Staff turnover in first year - WMC	Top Quartile	FY18: 22.0%						
	Mincey/Hillis	Alison Mincey	Percentage of URM Women in leadership postions	12% (URM) 48.5% (Women)	FY18: 11% (URM) 46.1% (Women)						
TOTAL REWARDS	McGoldrick	Rob Prisbrey	Percent of Career Roadmap Initiative Complete	60% complete by end of FY19	10%						
	McGoldrick	Pam Doseck	Maintain a 3-year average health care cost trend that does not exceed the 3-year national average trend	5.5%	-1.0%						
	McGoldrick	Pam Doseck	Increase the sustained annual engagement rate in Your Plan for Health	65%	61%						
	McGoldrick	David Magee	Maintain or Improve current transitional worker program participation	Monitor and measure	2017: .27						
	McGoldrick	David Magee	Reduce tail claims liability by 5% for Fiscal year 2019	Monitor and measure	As of 6/30/18: \$23,925,493						
TALENT & CULTURE	Basso		Establish University Talent Plan								

■ Meets or Exceeds Goal
■ Caution
■ Below Goal - Action Needed
■ Data Pending



THE OHIO STATE UNIVERSITY

HUMAN RESOURCES

Talent Management Overview

November 2018

Delivering HR Excellence. Inspiring People. Leading Change.



Vision for Success:

A high functioning, institution wide talent management approach aligned to a common set of principles that leads to increased recruitment and retention.



Talent Management Goal:

Attract, engage and retain a dynamic and diverse workforce – targeting the right talent, developing the best performers while ensuring a positive employee experience for everyone



Talent Management by the Numbers

21

Executive Searches

8,059

Positions Filled

489,364

eLearning completions

217,607

of Applications

\$121,875

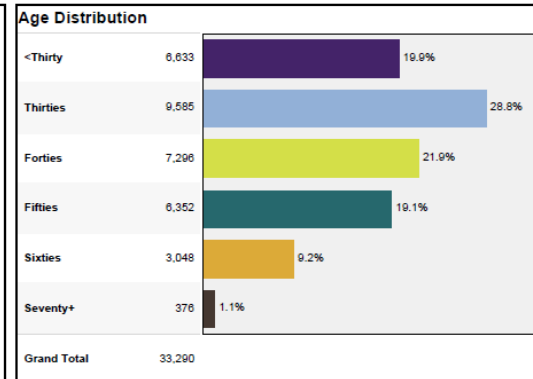
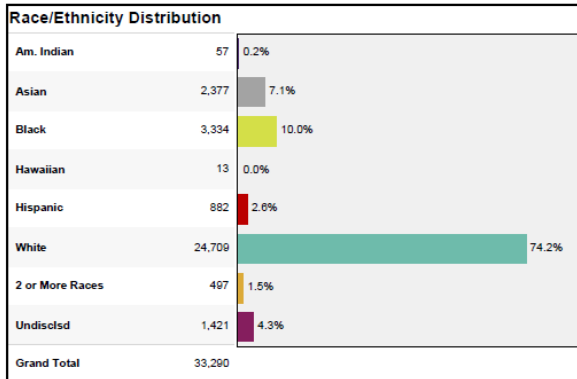
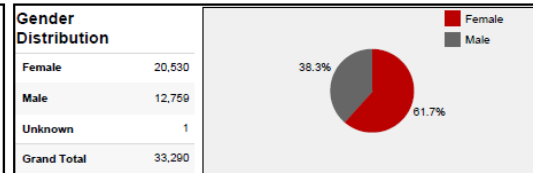
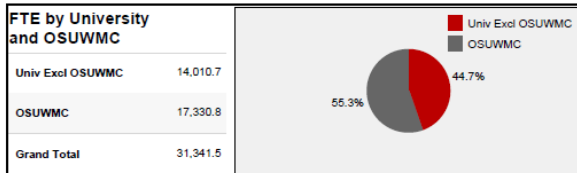
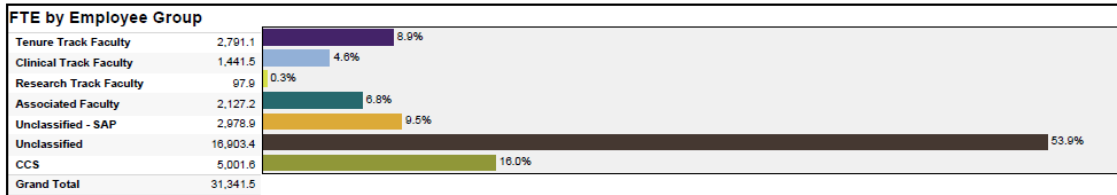
Staff Career Development Grants Awarded



What do we know about our current talent at Ohio State?

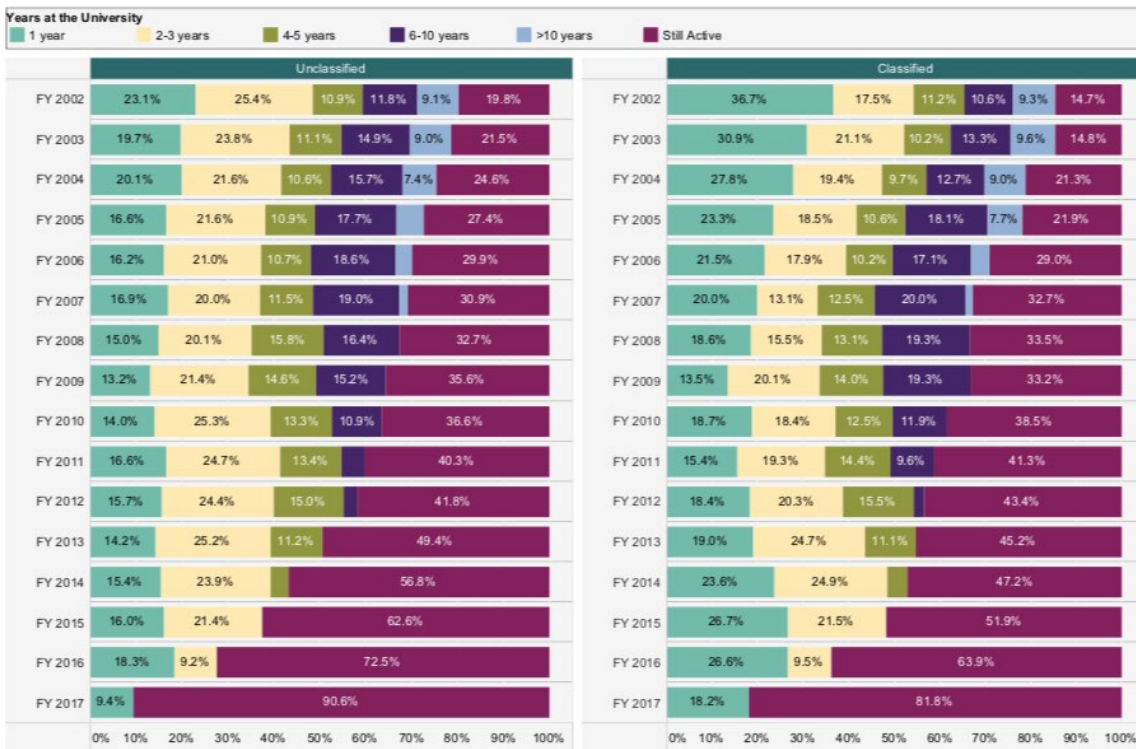


Quarterly Summary Total University, September 2017





Employee Retention (As of Sept 2017)



*New hires from FY 2002-2017 with only one separation. (Excludes rehires). Status is as of June 30, 2017.



Retirement and Average Age at Retirement (As of Sept 2017)

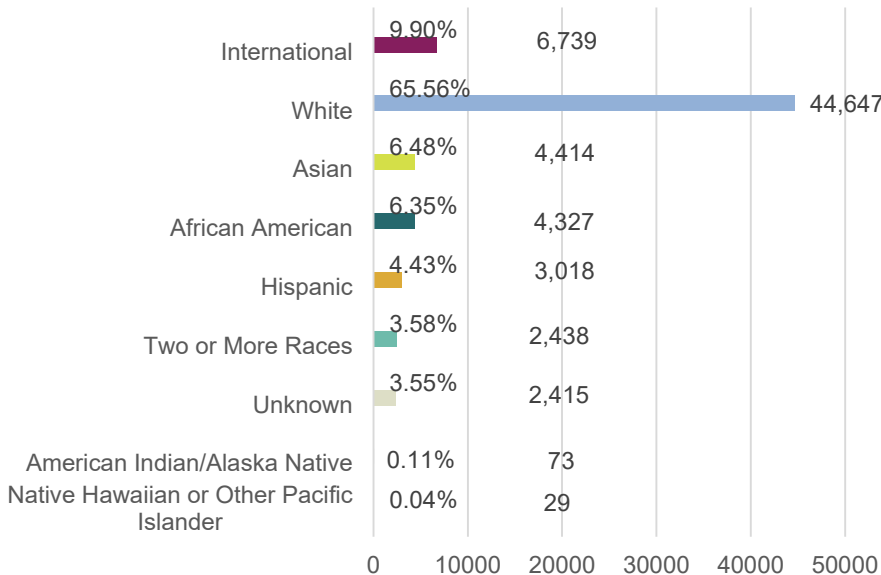
Retirement and Average Age at Retirement



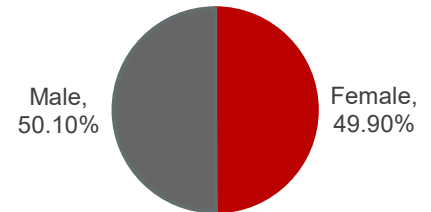


Student Demographic Summary

Race/Ethnicity Distribution



Gender Distribution Autumn 2018





Talent Management Challenges

- **Shrinking talent availability**
- **Engagement of total workforce**
- **Retention of high performers**
- **Aligned culture**



Future of Talent Management



Change

Communications

Compliance & Risk Management

Culture

Diversity & Inclusion



Attract high quality, diverse applicants

- **Employer Branding**
- **Employee Value Proposition**
- **Recruitment & Selection**



41% of employees strongly agree that they know what their company stands for



**80% of employee turnover
is due to bad hiring decisions**

Increase employee engagement

- Onboarding
- Performance Management
- Leadership Excellence
- Professional Development



GROW



GROW



**93% of new employees
surveyed feel they made the
right decision to join Ohio
State**



Less than **1/3** of companies say they
are effective at building the next
generation of leadership capabilities



Retain and develop high performers

- **Career Development**
- **Succession Planning/Leader Continuity**
- **Voice of the Employee**



KEEP



23% of U.S. employees strongly agree they can apply their organization's values to their work every day

How will we know we are successful?

- Talent Scorecard
- Annual talent report
- Demographic data
- Engagement Surveys
- Formal/informal feedback from customers/clients who are using our services/products
- Benchmark data



The background features a large, semi-transparent seal of The Ohio State University. The seal includes the text "THE OHIO STATE" at the top, "1803" at the bottom, and "AGRICULTURE" and "KNOWLEDGE" on the right side. In the center of the seal is a stylized figure holding a book. The overall image has a textured, metallic appearance.

*Delivering HR Excellence.
Inspiring People.
Leading Change.*

Linette “Lin” Hillis
Associate VP, Talent, Diversity & Leadership
Office of Human Resources

Lin joined Ohio State on October 29, 2018.

As the AVP for Talent, Diversity and Leadership, Lin will provide strategic HR direction for recruiting, talent acquisition, learning and development, as well as organizational leadership effectiveness in leading a multi-disciplinary HR team across the enterprise.

Lin will report directly to Susan Basso as a new member of the executive HR leadership team.

Lin most recently held the position of Senior Vice President for Talent Management & Leadership Development for Huntington National Bank in Columbus. Since 2014, she led the HR areas of succession management, organizational development, competencies, change management, culture and organizational design. She also served as the talent management lead for the Workday implementation at Huntington.

Prior to Huntington, Lin served in HR leadership roles of increasing responsibility specific to talent management for Fiserv, CheckFree and Bank One.

Lin earned a Bachelor of Science in Business Management and Marketing from Franklin University and a Master of Human Resources Development from The Ohio State University.



PERSONNEL ACTIONS

BE IT RESOLVED, That the Board of Trustees hereby approves the personnel actions as recorded in the personnel budget records of the university since the August 31, 2018, meeting of the board, including the following appointments:

Appointment

Name: Jeff M.S. Kaplan
Title: Secretary and Senior Advisor
Unit: Board of Trustees
Term: Aug 1, 2018

**APPROVAL TO RESTATE THE
PRE-APPROVED ALTERNATIVE RETIREMENT PLAN**

Synopsis: Approval of the restatement of the pre-approved Alternative Retirement Plan (formerly referred to as the Ohio Public Higher Education Institutions' Alternative Retirement Plan), and authorization to make future changes to such plan, is proposed.

WHEREAS, the university serves as the provider of a pre-approved defined contribution plan which may be adopted by public institutions of higher education pursuant to Ohio Revised Code Section 3305.01 et seq. as an alternative retirement plan to the state retirement systems in which eligible employees would otherwise participate (the "Pre-Approved Alternative Retirement Plan"); and

WHEREAS, the university must periodically restate the terms of the Pre-Approved Alternative Retirement Plan to conform to changes in applicable laws, regulations and administrative authority; and

WHEREAS, the university has the authority to restate the Pre-Approved Alternative Retirement Plan on behalf of all adopting employers; and

WHEREAS, the university desires to restate the Pre-Approved Alternative Retirement Plan to conform to changes in the Internal Revenue Code and other applicable laws, regulations and administrative authority and to make certain plan design and administrative changes; and

WHEREAS, the university desires to apply to the Internal Revenue Service ("IRS") for an Opinion Letter regarding the qualification in form of the Pre-Approved Alternative Retirement Plan under Internal Revenue Code Section 401(a); and

WHEREAS, pursuant to the Opinion Letter process, the university is required to submit its most recently restated Pre-Approved Alternative Retirement Plan to the IRS for approval by December 31, 2018:

NOW, THEREFORE

BE IT RESOLVED, That the restatement of the Pre-Approved Alternative Retirement Plan, in substantially the form attached hereto as Exhibit A, be and hereby is approved; and

BE IT FURTHER RESOLVED, That the Senior Vice President for Business and Finance and Chief Financial Officer, in consultation with the Office of Human Resources and the Office of Legal Affairs, is hereby authorized and empowered to make any changes to the restatement of the Pre-Approved Alternative Retirement Plan that are required or necessary to ensure compliance with applicable laws, regulations and administrative authority, whether currently in effect or hereinafter amended, without further ratification or action by the Board of Trustees; and

BE IT FURTHER RESOLVED, That the Senior Vice President for Business and Finance and Chief Financial Officer, in consultation with the Office of Human Resources and the Office of Legal Affairs, is hereby authorized to perform such acts as deemed necessary and advisable to effectuate or carry out the purpose and intent of this resolution and to apply to the IRS for an Opinion Letter regarding the qualification in form of the Pre-Approved Alternative Retirement Plan under Internal Revenue Code Section 401(a), including making any changes to the Pre-Approved Alternative Retirement Plan that are required or necessary to obtain such Opinion Letter, without further ratification or action by the Board of Trustees; and

BE IT FURTHER RESOLVED, That the Senior Vice President for Business and Finance and Chief Financial Officer, in consultation with the Office of Human Resources and the Office of Legal Affairs, is hereby authorized to execute any other instruments, documents or conveyances necessary to effectuate the restatement of the Pre-Approved Alternative Retirement Plan and the submission of the Pre-Approved Alternative Retirement Plan to the IRS for approval by December 31, 2018.

Approval to Restate the Pre-Approved Alternative Retirement Plan

Summary

Background on the Plan:

The university serves as the sponsor of a pre-approved defined contribution plan which may be adopted by Ohio public institutions of higher education as an alternative to the state retirement systems in which eligible employees would otherwise participate (the "Pre-Approved Alternative Retirement Plan", formerly referred to as the "Ohio Public Higher Education Institutions' Alternative Retirement Plan"). Each institution adopts its own alternative retirement plan, pursuant to the provisions of the Pre-Approved Alternative Retirement Plan and based on the institution's selected options within the document. The university is separately an adopting employer of the Pre-Approved Alternative Retirement Plan, and maintains its alternative retirement plan titled "The Ohio State University Alternative Retirement Plan."

The university must periodically restate the terms of the Pre-Approved Alternative Retirement Plan document to conform to changes in applicable laws, regulations and administrative authority. In addition, as the sponsor, the university must apply to the Internal Revenue Service ("IRS") for an Opinion Letter, whereby the IRS issues a written statement as to the qualification in form of the Pre-Approved Alternative Retirement Plan under Internal Revenue Code Section 401(a). Pursuant to this process, the university is required to submit the Pre-Approved Alternative Retirement Plan to the IRS for approval by December 31, 2018.

Summary of Changes:

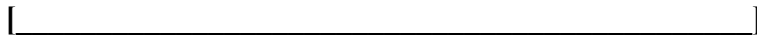
Changes made by the university in restating the Pre-Approved Alternative Retirement Plan, include, but are not limited to, the following:

- The restatement has been reorganized;
- The restatement adds several new options to reflect the flexibility desired by adopting institutions, including increased choices with respect to vesting schedules for employer contributions, ability to restrict loans, additional options with respect to rollover contributions, when forfeitures of vesting service occur upon a break in service, and how "required beginning date" is defined for purposes of applying the required minimum distribution rules under the Internal Revenue Code;
- The restatement adds an appendix listing the adopting institution's approved providers available under the plan;
- The restatement makes clear that each adopting institution selects the providers and available investment options under the plan;
- The restatement includes revisions intended to more closely align with certain state law requirements applicable to alternative retirement plans and revisions intended to conform to changes under state law since the last restatement;
- The restatement provides that all reasonable expenses of administering the plan shall be charged against and paid from the applicable participants' accounts, subject to the terms of the funding vehicles, unless paid by the employer;
- To avoid confusion, the definition of Retirement has been removed from the plan, and the definition of "Normal Retirement Age" has been moved to the vesting provisions where it applies; and
- Further, to avoid confusion, the term "Annuity Contract" has been changed to "Investment Arrangement," which encompasses both annuities and custodial arrangements.

The restatement has been reviewed by the Office of Human Resources, the Office of Legal Affairs, and outside legal counsel.

Purpose of the Resolution:

- Approve the restatement of the Pre-Approved Alternative Retirement Plan;
- Authorize the Senior Vice President for Business and Finance and Chief Financial Officer (“SVP for B&F”), in consultation with the Office of Human Resources and the Office of Legal Affairs, to make any changes to the restatement that are required or necessary to ensure compliance with applicable laws, regulations and administrative authority without further ratification or action by the Board of Trustees;
- Authorize the SVP for B&F, in consultation with the Office of Human Resources and the Office of Legal Affairs, to effectuate or carry out the purposes of the resolutions and to apply to the IRS for an Opinion Letter without further ratification or action by the Board of Trustees; and
- Authorize the SVP for B&F, in consultation with the Office of Human Resources and the Office of Legal Affairs, to sign any document necessary to effectuate the restatement and submission of the restatement to the IRS for approval by December 31, 2018.



ALTERNATIVE RETIREMENT PLAN

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I.	OPTIONS.....	1
Section 1.1.	Plan Name	1
Section 1.2.	Effective Date	1
Section 1.3.	Employer	1
Section 1.4.	Plan Year	1
Section 1.5.	Full-time Employee.....	2
Section 1.6.	Compensation for Purposes of Section 5.3	4
Section 1.7.	Rollover Contributions.....	5
Section 1.8.	Employer Account Vesting Schedule	6
Section 1.9.	Year of Service for Vesting	7
Section 1.10.	Years of Service for Vesting after Break	8
Section 1.11.	Participant Loans.....	9
Section 1.12.	Forms of Distribution.....	10
Section 1.13.	Required Beginning Date for Purposes of Section 7.5	11
ARTICLE II.	DEFINITIONS	11
Section 2.1.	Academic Employee	11
Section 2.2.	Account	11
Section 2.3.	Administrative Employee	11
Section 2.4.	Applicable Form	11
Section 2.5.	Beneficiary	12
Section 2.6.	Compensation for Purposes Other Than Section 5.3	12
Section 2.7.	Disabled or Disability	16
Section 2.8.	Eligible Employee.....	16
Section 2.9.	Employer	16
Section 2.10.	Employer Account	17
Section 2.11.	Employer Contributions	17
Section 2.12.	Employment Commencement Date	17
Section 2.13.	EPCRS	17
Section 2.14.	Forfeiture.....	17
Section 2.15.	Forfeiture Account	17
Section 2.16.	Former Provider	17
Section 2.17.	Hour of Service	17
Section 2.18.	Investment Arrangement.....	18
Section 2.19.	Investment Options	18
Section 2.20.	IRC	18
Section 2.21.	Joint and Survivor Annuity	18
Section 2.22.	Nonelective Contributions	18
Section 2.23.	One Year Break in Service.....	18
Section 2.24.	ORC	18
Section 2.25.	Participant	18

Section 2.26.	Participant Account.....	19
Section 2.27.	Period of Severance	19
Section 2.28.	Plan.....	19
Section 2.29.	Pre-Retirement Survivor Annuity	19
Section 2.30.	Provider.....	19
Section 2.31.	Related Employer.....	19
Section 2.32.	Rollover Account	20
Section 2.33.	Rollover Contribution	20
Section 2.34.	Severance from Employment.....	20
Section 2.35.	Spouse	20
Section 2.36.	State Retirement System	20
Section 2.37.	Total Service for Vesting	20
Section 2.38.	USERRA.....	20
Section 2.39.	Vested.....	20
Section 2.40.	Voluntary Contribution	20
ARTICLE III. ELIGIBILITY TO PARTICIPATE.....		21
Section 3.1.	Initial Entry	21
Section 3.2.	Continued Participation.....	21
Section 3.3.	Resumption of Participation.....	21
Section 3.4.	Eligibility Determinations and Employer Powers	21
ARTICLE IV. CONTRIBUTIONS.....		22
Section 4.1.	Nonelective Contributions	22
Section 4.2.	Employer Contributions	22
Section 4.3.	Voluntary Contributions	22
Section 4.4.	Social Security Replacement Plan	23
Section 4.5.	Rollover Contributions.....	23
Section 4.6.	Transfers from a Plan of the Employer	23
Section 4.7.	Plan Expenses	24
Section 4.8.	Paid Leave of Absence.....	24
ARTICLE V. ADMINISTRATION OF ACCOUNTS		24
Section 5.1.	Plan Investments	24
Section 5.2.	Intra-Plan Transfers.....	24
Section 5.3.	Limitations on Allocations to each Participant	25
Section 5.4.	Designation of Beneficiary	28
Section 5.5.	Loans to Participants.....	28
ARTICLE VI. VESTING.....		29
Section 6.1.	Participant Account and Rollover Account 100% Vested.....	29
Section 6.2.	Employer Account Vesting on Death, Disability or Normal Retirement Age	29
Section 6.3.	Employer Account Vesting on Severance from Employment	29

ARTICLE VII. DISTRIBUTIONS.....	30
Section 7.1. Distribution of Benefits.....	30
Section 7.2. Forms of Payment	30
Section 7.3. Death Benefits.....	30
Section 7.4. Joint and Survivor Annuity or Pre-Retirement Survivor Annuity	31
Section 7.5. Required Distribution Rules.....	32
Section 7.6. Transfers from Plan.....	36
Section 7.7. Inability to Locate Participant or Beneficiary.....	36
Section 7.8. Division of Marital or Separate Property	37
Section 7.9. Direct Rollover.....	37
Section 7.10. Withholding Orders.....	39
ARTICLE VIII. AMENDMENT AND TERMINATION	40
Section 8.1. Rights to Suspend or Terminate Plan.....	40
Section 8.2. Successor Organizations	40
Section 8.3. Amendment.....	40
Section 8.4. Vesting and Distributions on Termination of Plan	41
Section 8.5. Plan Merger or Consolidation.....	41
ARTICLE IX. MISCELLANEOUS.....	41
Section 9.1. Exclusive Benefit	41
Section 9.2. No Rights of Employment Granted	41
Section 9.3. Laws of Ohio to Apply.....	41
Section 9.4. Military Service.....	42
Section 9.5. Participant Cannot Transfer or Assign Benefits	42
Section 9.6. Reversion of Contributions Under Certain Circumstances.....	43
Section 9.7. Filing Tax Returns and Reports	43
Section 9.8. No Discrimination.....	43
Section 9.9. Number and Gender	43
Section 9.10. Records and Information.....	43
Section 9.11. Information to Participants.....	43
Section 9.12. Powers.....	44
Section 9.13. Reliance.....	44
APPENDIX A APPROVED PROVIDERS	

ARTICLE I. OPTIONS

Section 1.1. Plan Name

The name of the "Plan" is " _____ "
(e.g., [Employer Name] Alternative Retirement Plan).

(NOTE TO REVIEWER: The Plan Name chosen by each adopting Employer should reflect the Employer and appear on the title page of the adopted Plan.)

Section 1.2. Effective Date

Option 1

This is a new Plan effective as of _____, 20_____.

(NOTE TO REVIEWER: If this is a new Plan, then this Plan may not be effective any earlier than the first day of the Plan Year in which the Plan is adopted.)

Option 2

This is an amendment and restatement of the Plan which was originally effective _____, _____. The effective date of this amendment and restatement is _____, 20_____.

(NOTE TO REVIEWER: Complete the second blank in accordance with either the "retroactive method" or the "current year method." If the Employer elects the retroactive method, it should complete the second blank with the first day of the 2018 Plan Year, or if later, the first day of the Plan Year in which the Plan was originally adopted. Alternatively, if the Employer elects the current year method, it should complete the second blank with the first day of the Plan Year in which the restatement is adopted.)

Section 1.3. Employer

The "Employer" shall mean _____,
a public institution of higher education within the meaning of Section 2.9.

Section 1.4. Plan Year

(NOTE TO REVIEWER: Select Option 1 or 2; also select Option 3, if applicable.)

Option 1

A "Plan Year" shall mean the calendar year.

Option 2

- A "Plan Year" shall mean the 12-consecutive month period ending on _____ (e.g., June 30).

Option 3

- This is a Short Plan Year. A "Short Plan Year" shall mean a Plan Year of less than a 12-consecutive month period. The Short Plan Year shall begin on _____, 20____, and end on _____, 20_____.

(NOTE TO REVIEWER: Select Option 3 and indicate the month/day/year of the Short Plan Year only if applicable to the year of adoption or restatement.)

Section 1.5. Full-time Employee

(NOTE TO REVIEWER: Select one option only.)

Option 1

- "Full-time Employee" shall mean an employee who is classified by the Employer as having an appointment of _____% or greater full-time equivalent (FTE). A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Option 2

- "Full-time Employee" shall mean an employee who is classified by the Employer as having a full-time appointment which is sufficient to qualify for health care benefits (or whose employment with the Employer will qualify the employee for health care benefits upon the satisfaction of the applicable waiting period). A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Option 3

- "Full-time Employee" shall mean for an Administrative Employee (as defined in Section 2.3), an employee whose employment with the Employer is anticipated to be at least _____ hours per week and for a duration of at least _____ or more months. "Full-time Employee" shall mean for an Academic Employee (as defined in Section 2.1), an employee whose regular service with the Employer constitutes full-time service within such person's academic area, consistent with uniform standards established by the Employer; provided, however, that an Academic Employee shall

- not include faculty hired on an academic term contract.

- include faculty hired on an academic term contract.

A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Option 4

"Full-time Employee" shall mean for an Administrative Employee (as defined in Section 2.3), an employee whose employment with the Employer is anticipated to be _____% or more of normal full-time hours (calculated at _____ hours per week) and for a duration of at least _____ or more months. "Full-time Employee" shall mean for an Academic Employee (as defined in Section 2.1), an employee whose regular service with the Employer constitutes full-time service within such person's academic area, consistent with uniform standards established by the Employer; provided, however, that an Academic Employee shall

- not include faculty hired on an academic term contract.

- include faculty hired on an academic term contract.

A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Option 5

"Full-time Employee" shall mean an employee who is classified by the Employer as having a 40-hour per week assignment or its equivalent for a duration of at least nine months. Full-time non-tenure track faculty who are appointed after the start of the academic year and have an appointment of less than nine months shall be deemed to have full-time status for the purpose of benefits eligibility if their offer of appointment explicitly includes a statement of the Employer's intent to offer a nine month appointment in the succeeding year. A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Option 6

- "Full-time Employee" shall mean _____

(NOTE TO REVIEWER: Any definition of Full-time Employee under this Option 6 must meet the definitely determinable requirement of Treasury Regulation Section 1.401-1 and not be subject to employer discretion.)

Section 1.6. Compensation for Purposes of Section 5.3

(NOTE TO REVIEWER: Select one option only.)

Option 1

"Compensation" for purposes of Section 5.3 of the Plan shall mean wages as defined in IRC Section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules under IRC Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)).

Option 2

"Compensation" for purposes of Section 5.3 of the Plan shall mean wages as defined in IRC Section 3401(a) and all other payments of compensation to an employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the employee a written statement under IRC Sections 6041(d), 6051(a)(3), and 6052. Compensation shall be determined without regard to any rules under IRC Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in IRC Section 3401(a)(2)).

Option 3

"Compensation" for purposes of Section 5.3 of the Plan shall mean IRC Section 415 safe-harbor compensation, including wages, salaries, differential wage payments under IRC Section 3401(h), and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation Section 1.62-2(c)), and excluding the following:

- (i) Employer contributions (other than elective contributions described in IRC Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in IRC Section 408(k) or a simple retirement account described in IRC Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified),

other than amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income. ***(NOTE TO REVIEWER: For the purpose of this Option 3,***

select this exclusion only if the Employer elects to include in Compensation distributions received from a nonqualified unfunded deferred compensation plan that are includible in gross income.)

- (ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treasury Regulation Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option.
- (iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in IRC Section 125).
- (v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

Section 1.7. Rollover Contributions

(NOTE TO REVIEWER: Select one option only.)

Option 1

The Plan will accept a Rollover Contribution from a Participant, whether by indirect rollover or direct rollover, from the types of plans specified below, subject to the Provider's ability to account separately for such amounts.

Subject to the terms of the Investment Arrangement, a Participant may request a distribution of all or a portion of the Participant's Account attributable to his or her Rollover Contributions at any time.

A Participant's Rollover Contributions shall be subject to the same distribution restrictions applicable to the Participant's Account generally.

(NOTE TO REVIEWER: Select all plan types from which the Plan will accept a Rollover Contribution, subject to meeting the requirements of Section 4.5.)

Rollover Contributions from Other Employer Plans.

The Plan will accept a direct or indirect rollover of an eligible rollover distribution from:

A qualified plan described in IRC Section 401(a) or 403(a).

- An annuity contract described in IRC Section 403(b).
- An eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- Rollover Contributions from IRAs. The Plan will accept an indirect rollover of the portion of a distribution from an individual retirement account or annuity described in IRC Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

Option 2

- The Plan does not accept Rollover Contributions.

Section 1.8. Employer Account Vesting Schedule

(NOTE TO REVIEWER: Select one option only, except that if the Employer applies separate vesting schedules to different groups of employees (e.g., Academic Employees vs. Administrative Employees), select each option that applies and specify the applicable group to which the option applies.)

The Vested portion of a Participant's Employer Account shall be determined in accordance with the following schedule(s); provided, however, that a Participant shall Vest in his or her Employer Account on such earlier date that his or her employment is terminated: (i) due to his or her death; (ii) due to his or her Disability; or (iii) on or after the Participant's attaining age _____ (cannot be greater than age 65) ("Normal Retirement Age").

Option 1

- A Participant's Employer Account shall be 100% Vested at all times.

Option 2

- 1 year cliff. Applies to _____

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 1 year	0%
1 year or more	100%

Option 3

- 5 year cliff. Applies to _____

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 5 years	0%

5 years or more

100%

Option 4

7 year graded. Applies to _____

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years or more	100%

Option 5

Other. Applies to _____

<u>Total Service for Vesting</u>	<u>Vested Percentage of Employer Account</u>
Less than 3 years	0%
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years or more	100%

(NOTE TO REVIEWER: An alternative schedule under this Option 5 cannot be longer than a 7 year cliff vesting schedule.)

Section 1.9. Year of Service for Vesting

(NOTE TO REVIEWER: Select one option only; provided, however, that if Option 4 is selected, Option 5 may also be selected.)

Option 1

Not applicable; Participants vest immediately.

Option 2

An employee shall be credited with a "Year of Service for Vesting" for each Plan Year during which the employee remains continuously employed by the Employer for a period of _____ days (*cannot exceed 365 days*). For this purpose, service performed before the employee attains age 18

is counted.

is not counted.

Option 3

An employee shall be credited with a "Year of Service for Vesting" for each Plan Year during which the employee remains continuously employed by the Employer for a period of _____ months (*cannot exceed 12 months*). For this purpose, service performed before the employee attains age 18

is counted.

is not counted.

Option 4 (may be combined with Option 5)

An employee shall be credited with a "Year of Service for Vesting" on the first anniversary of the 12-consecutive month period beginning on

the employee's Employment Commencement Date, and each anniversary thereof.

the later of the employee's Employment Commencement Date or the date that the employee performs an Hour of Service after he or she attains age 18, and each anniversary thereof.

Option 5 (may be combined with Option 4)

Administrative Employees with nine-month contracts and Academic Employees shall be credited with a "Year of Service for Vesting" upon the earlier of: (a) the first anniversary of the 12-consecutive month period beginning on the employee's Employment Commencement Date; or (b) the completion of each nine-month academic year or nine-month contract.

Section 1.10. Years of Service for Vesting after Break

(NOTE TO REVIEWER: Select one option only.)

Option 1

If a Participant has a One Year Break in Service, all Years of Service for Vesting after such One Year Break in Service will be disregarded for the purpose of vesting the portion of the Employer Account that accrued before such break, and all pre-break service will be disregarded for the purpose of vesting the portion of the Employer Account that accrues after such break. If a Participant has a Period of Severance that is less than a One Year Break in Service, all Years of Service for Vesting after such Period of Severance will be counted for the purpose of vesting the portion of the Employer Account that accrued before such break, and all pre-break service will

be counted for the purpose of vesting the portion of the Employer Account that accrues after such break.

Option 2

In the case of a Participant who has any Period of Severance, all Years of Service for Vesting after such Period of Severance will be disregarded for the purpose of vesting the portion of the Employer Account that accrued before such break, and all pre-break service will be disregarded for the purpose of vesting the portion of the Employer Account that accrues after such break.

Option 3

- In the case of a Participant who has a Period of Severance, the duration of which is:
- Any length of time;
 - A period less than _____ (*enter applicable number*) One Year Breaks in Service; or
 - A period no greater than the length of employment prior to the Period of Severance;

all Years of Service for Vesting after such Period of Severance will be counted for the purpose of vesting the portion of the Employer Account that accrued before such break, and all pre-break service will be counted for the purpose of vesting the portion of the Employer Account that accrues after such break. If a Participant has a Period of Severance greater than the above elected duration, all Years of Service for Vesting after such Period of Severance will be disregarded for the purpose of vesting the portion of the Employer Account that accrued before such break, and all pre-break service will be disregarded for the purpose of vesting the portion of the Employer Account that accrues after such break.

Section 1.11. Participant Loans

(NOTE TO REVIEWER: Select one option only.)

Option 1

- The Plan shall not permit loans.

Option 2

- Plan loans shall be made available to:
- all Participants.

Participants who have earned at least _____ (*cannot exceed 3*) Years of Service for Vesting.

No loan to a Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant from the Plan and from all plans of the Employer and any Related Employer would exceed the lesser of:

(a) \$50,000 reduced by the excess (if any), of the highest outstanding balance of loans during the one year period ending on the day before the loan is made over the outstanding balance of loans from the Plan on the date the loan is made; or

(b) one-half of the present value of the nonforfeitable accrued benefit of the Participant.

the greater of (i) one-half of the present value of the nonforfeitable accrued benefit of the Participant or (ii) the total accrued benefit up to \$10,000.

Section 1.12. Forms of Distribution

(NOTE TO REVIEWER: Select each option that applies.)

To the extent permitted by the Investment Arrangement and subject to ORC Section 3305.10, a Participant may elect to receive a distribution of his or her Vested Account in any of the following forms:

- An annuity:
 - with a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity as provided in Section 7.4, or
 - without a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity.
- A lump sum distribution.
- Installment payments (subject to the limitations of Section 7.2).
- An optional survivor annuity.

Section 1.13. Required Beginning Date for Purposes of Section 7.5

(NOTE TO REVIEWER: Select one option only.)

Option 1

"Required Beginning Date" shall mean the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant has a Severance from Employment.

Option 2

"Required Beginning Date" shall mean the April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

ARTICLE II. DEFINITIONS

Section 2.1. Academic Employee

"Academic Employee" shall mean any employee who is a member of the faculty of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Academic Employee.

Section 2.2. Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account of a Participant or Beneficiary.

Section 2.3. Administrative Employee

"Administrative Employee" shall mean any employee who is a member of the administrative staff of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Administrative Employee.

Section 2.4. Applicable Form

"Applicable Form" shall mean the appropriate form as designated and furnished by the Employer and/or the Provider to make an election or provide a notice required or permitted by the Plan, provided that the Applicable Form required to enroll in the Plan shall be furnished by the Employer, or at the direction of the Employer, only. In those circumstances where the electronic disclosure requirements of Treasury Regulation Section 1.401(a)-21 are satisfied, the Employer and/or Provider may provide for the transmission of elections or notices in electronic form.

Section 2.5. Beneficiary

"Beneficiary" shall mean any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive the Account of a Participant under the Plan. A "designated Beneficiary" shall mean any individual designated or determined in accordance with Section 5.4, excluding any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

Section 2.6. Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) If the Participant would be subject to the Ohio Public Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes the following:

(i) Payments made by the Employer in lieu of salary, wages, or other earnings for sick leave, personal leave, or vacation used by the Participant;

(ii) Payments made by the Employer for the conversion of sick leave, personal leave, and vacation leave accrued, but not used if the payment is made during the year in which the leave is accrued, except that payments made pursuant to ORC Section 124.383 or ORC Section 124.386 are not Compensation;

(iii) Allowances paid by the Employer for maintenance, consisting of housing, laundry, and meals, as certified to the public employees retirement board by the Employer or the head of the department that employs the Participant;

(iv) Fees and commissions paid under ORC Section 507.09;

(v) Payments that are made under a disability leave program sponsored by the Employer and for which the Employer is required by ORC Section 145.296 to make periodic employer and employee contributions; and

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916.

(2) Compensation does not include any of the following:

(i) Fees and commissions, other than those paid under ORC Section 507.09, paid as sole compensation for personal services and fees and commissions

for special services over and above services for which the Participant receives a salary;

(ii) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;

(iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(v) Payments for accrued but unused sick leave, personal leave, or vacation that are made at any time other than the year in which the sick leave, personal leave, or vacation was accrued;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire;

(ix) Effective March 24, 2013, payments made under Ohio Administrative Code Section rules at 145-1-26(G); and

(x) The portion of any amount included in ORC Section 145.2916 that represents employer contributions.

(b) If the Participant would be subject to the State Teachers Retirement System of Ohio had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment, including compensation paid pursuant to a supplemental contract. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes amounts paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted settlement agreement, or other settlement agreement if the Plan receives amounts equal to those described in ORC Sections 3307.01(L)(1)(b)(i) and (ii), except to the extent that any portion of such amount is described in Paragraph (b)(2) below.

(2) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 145, 3307 or 3309 are paid;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made by the Employer in exchange for the Participant's waiver of a right to receive any payment, amount, or benefit described in ORC Section 3307.01(L)(2);

(vii) Payments by the Employer for services not actually rendered;

(viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings unless the increase is described in ORC Section 3307.01(L)(2)(h);

(ix) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill No. 164 of the 124th

Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(xi) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire.

(c) If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to a Participant by reason of employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also paid or during which benefits are paid under ORC Chapter 3309;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments made under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire.

Notwithstanding the foregoing, Compensation shall not be reduced by the amount of exclusions that are not currently includible in the Participant's gross income by reason of the application of IRC Sections 125, 132(f), 402(e)(3), 403(b), 414(h)(2), and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective Contributions during a Plan Year shall be entitled to such contributions only with respect to Compensation earned on or after the date he or she becomes a Participant.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

Section 2.7. Disabled or Disability

"Disabled" or "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration, provided that such Disability occurs while the Participant is an Eligible Employee of the Employer and satisfies the definition under IRC Section 72(m)(7). A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made by each Provider.

Section 2.8. Eligible Employee

"Eligible Employee" shall mean any Full-time Employee as defined in Section 1.5; provided, however, Eligible Employee shall include: (a) any employee who participated in an alternative retirement plan (as described in ORC Chapter 3305) in the employee's last employment position with the Employer (and who has not incurred a One Year Break in Service) and who transfers, or is transferred, to an employment position with the Employer for which an alternative retirement plan (as described in ORC Chapter 3305) is not available from that Employer; (b) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan (as described in ORC Chapter 3305) and the employee recommences employment with the Employer before the employee has had a One Year Break in Service regardless of the employee's employment position with the Employer upon the employee's return; and (c) any Full-time Employee whose previous employment with the Employer terminated before the employee had completed 120 days of service with the Employer and such employee had not, or had not been deemed to have, elected to participate in a State Retirement System during such employee's previous employment with the Employer.

Section 2.9. Employer

"Employer" shall mean the public institution of higher education identified in Section 1.3 that is: (a) a state university or a state institution of higher education, in each case as defined in

ORC Section 3345.011; (b) the Northeast Ohio Medical University, formerly known as the Northeastern Ohio Universities College of Medicine; or (c) a university branch, technical college, state community college, community college, or municipal university established or operating under ORC Chapter 3345, 3349, 3354, 3355, 3357, or 3358.

Section 2.10. Employer Account

"Employer Account" shall mean the separate account maintained for each Participant to which all Employer Contributions shall be allocated.

Section 2.11. Employer Contributions

"Employer Contributions" shall mean those contributions made by the Employer pursuant to Section 4.2.

Section 2.12. Employment Commencement Date

"Employment Commencement Date" shall mean the date that the employee first performs an Hour of Service with the Employer.

Section 2.13. EPCRS

"EPCRS" shall mean the Employee Plans Compliance Resolution System or any successor thereto.

Section 2.14. Forfeiture

"Forfeiture" shall mean the amount of the non-Vested portion of a Participant's Employer Account following a Participant's Severance from Employment with the Employer.

Section 2.15. Forfeiture Account

"Forfeiture Account" shall mean the separate account maintained under the Plan to which all Forfeitures shall be allocated.

Section 2.16. Former Provider

"Former Provider" shall mean any provider that was approved by the Employer to offer Investment Arrangements under the Plan, but that ceases to be eligible to receive new contributions under the Plan, to the extent that the Former Provider continues to hold Plan assets only. A Former Provider shall retain all responsibilities of a Provider under the Plan for so long as it continues to hold Plan assets, provided, however, that in no event shall contributions under Article IV or intra-plan transfers under Section 5.2 be made to a Former Provider.

Section 2.17. Hour of Service

"Hour of Service" shall mean each hour for which an employee is paid or entitled to payment for the performance of duties for the Employer.

Section 2.18. Investment Arrangement

"Investment Arrangement" shall mean any annuity contract or custodial account that satisfies the provisions of IRC Section 401(f) and that is offered by the Provider. The terms of any Investment Arrangement purchased and distributed by the Plan to a Participant or Beneficiary shall comply with the requirements of this Plan.

Section 2.19. Investment Options

"Investment Options" shall mean the investment funds available under the Investment Arrangements offered by the Providers and specifically approved by the Employer, in its sole and absolute discretion, for use under this Plan in accordance with Article V.

Section 2.20. IRC

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

Section 2.21. Joint and Survivor Annuity

"Joint and Survivor Annuity" shall mean an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Beneficiary and which is the actuarial equivalent of the Participant's Vested Account. The percentage of the survivor annuity under the Plan shall be elected by the Participant subject to the annuity options available under the Investment Arrangement.

Section 2.22. Nonelective Contributions

"Nonelective Contributions" shall mean those contributions made by the Participant pursuant to Section 4.1.

Section 2.23. One Year Break in Service

"One Year Break in Service" shall mean a Period of Severance of at least 365 consecutive days.

Section 2.24. ORC

"ORC" shall mean the Ohio Revised Code, as amended.

Section 2.25. Participant

"Participant" shall mean every employee or former employee who has met the applicable participation requirements of Article III.

Section 2.26. Participant Account

"Participant Account" shall mean the account to which all Nonelective Contributions and Voluntary Contributions by the Participant shall be allocated, if applicable. Separate accounts within the Participant Account will be maintained for the Nonelective Contributions and the Voluntary Contributions of each Participant.

Section 2.27. Period of Severance

"Period of Severance" shall mean a continuous period of time, beginning on the employee's Severance from Employment, during which the employee is not employed by the Employer.

Section 2.28. Plan

"Plan" shall mean this Plan. For purposes of the IRC, this Plan shall be considered and administered as a profit sharing plan under IRC Section 401(a) and a governmental plan under IRC Section 414(d).

Section 2.29. Pre-Retirement Survivor Annuity

"Pre-Retirement Survivor Annuity" shall mean a survivor annuity for the life of the surviving Beneficiary of the Participant which is the actuarial equivalent of the Participant's Vested Account.

Section 2.30. Provider

"Provider" shall mean the entities that provide Investment Arrangements pursuant to Section 5.1 and in conformance with ORC Section 3305.03. The Employer shall select the Providers approved to offer Investment Arrangements under the Plan in accordance with ORC Section 3305.04, and in the Employer's sole and absolute discretion. The approved Providers under the Plan shall be set forth in Appendix A, which may be modified from time to time, provided that any such modification shall not constitute an amendment to the Plan. With respect to an individual Participant, "Provider" shall mean the entity selected by the Participant to provide the Participant's Investment Arrangement. A Provider's responsibilities under the Plan, as to any Participant, shall be limited to the Accounts of those Participants investing in Investment Arrangements offered by that Provider.

Section 2.31. Related Employer

"Related Employer" shall mean the Employer and any other entity that is required to be aggregated with the Employer under IRC Section 414(b), (c) or (m) based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

Section 2.32. Rollover Account

"Rollover Account" shall mean the separate account maintained for each Participant to which all Rollover Contributions shall be allocated.

Section 2.33. Rollover Contribution

"Rollover Contribution" means those amounts transferred to this Plan as described in Sections 1.7 and 4.5.

Section 2.34. Severance from Employment

"Severance from Employment" shall mean the complete termination of the Eligible Employee's employment with the Employer for any reason, including death, Disability, or retirement.

Section 2.35. Spouse

"Spouse" shall mean the individual whose marriage to a Participant is recognized by the Internal Revenue Service for federal income tax purposes.

Section 2.36. State Retirement System

"State Retirement System" shall mean, as applicable, the Ohio Public Employees Retirement System (as codified under ORC Chapter 145), the State Teachers Retirement System of Ohio (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309).

Section 2.37. Total Service for Vesting

"Total Service for Vesting" shall mean the sum of each separate Year of Service for Vesting (as defined in Section 1.9) credited to the Participant.

Section 2.38. USERRA

"USERRA" shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 2.39. Vested

"Vested" shall mean the interest of the Participant or Beneficiary in his or her Account which is unconditional, legally enforceable, and nonforfeitable.

Section 2.40. Voluntary Contribution

"Voluntary Contribution" shall mean those contributions made by the Participant pursuant to Section 4.3.

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 3.1. Initial Entry

All Eligible Employees as of the date the Board of Trustees of the Employer establishes the Plan shall have a period of 120 days from such date in which to elect on the Applicable Form to participate in the Plan. Each other Eligible Employee shall have a period of 120 days from his or her Employment Commencement Date in which to elect on the Applicable Form to participate in the Plan, as provided under ORC Sections 3305.05 and 3305.051. Such election shall be effective on the Eligible Employee's Employment Commencement Date and shall be irrevocable when made. An Eligible Employee who fails to elect participation in the Plan on the Applicable Form may not subsequently elect participation unless he or she has a Severance from Employment and is reemployed as an Eligible Employee following a One Year Break in Service. For existing employees who became Eligible Employees due to a change in position, references in this Section 3.1 to Employment Commencement Date shall mean the date upon which the employee became an Eligible Employee.

Section 3.2. Continued Participation

A Participant shall continue to participate in the Plan as long as the Participant remains an employee of the Employer.

Section 3.3. Resumption of Participation

In the event a Participant is reemployed prior to incurring a One Year Break in Service, such employee shall participate in the Plan immediately upon becoming an Eligible Employee of the Employer.

Section 3.4. Eligibility Determinations and Employer Powers

(a) The Employer shall have full power to: (1) interpret and construe this Plan in a manner consistent with its terms and provisions and with IRC Section 401 and other applicable qualified plan provisions of the IRC, and to establish rules and procedures conforming to those provisions; (2) determine all questions of eligibility and of the status and rights of Participants; (3) determine the amounts to be contributed to each Participant's Account; and (4) employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants as it may deem necessary. In all such cases the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of this Plan, and the Employer shall have the right to resolve all such questions.

(b) Notwithstanding the above, the Employer's power and responsibility under this Plan shall not extend to, nor have any control over, those responsibilities and duties of the Provider.

ARTICLE IV. CONTRIBUTIONS

Section 4.1. Nonelective Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall be deemed to have authorized the Employer to deduct from such Participant's Compensation, prior to its payment, a specified percentage of such Participant's Compensation, as a Nonelective Contribution to the Plan. Such contributions shall be credited to the Participant Account.

(b) The Nonelective Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, would have otherwise been contributed to the State Retirement System that applies to the Participant's position(s); provided that the Nonelective Contribution percentage shall not be less than three percent.

(c) The amount of the Nonelective Contribution shall be picked up by the Participant's Employer as provided for in IRC Section 414(h)(2). The Employer may choose to apply for approval from the National Office of the Internal Revenue Service concerning the applicability of IRC Section 414(h)(2). The Participant shall not have the option to receive this picked up contribution directly and such contributions shall be paid by the Employer directly to the Provider selected by the Participant.

Section 4.2. Employer Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall receive a specified percentage of such Participant's Compensation as an Employer Contribution to the Plan. Such contributions shall be credited to the Employer Account.

(b) The Employer Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, the Employer would have otherwise contributed to the State Retirement System that applies to the Participant's position(s), less the mitigating rate percentage contributed by the Employer to such State Retirement System pursuant to ORC Section 3305.06(D).

(c) Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer an Eligible Employee.

Section 4.3. Voluntary Contributions

Effective April 1, 2001, voluntary non-deductible employee contributions to the Plan shall no longer be permitted. Voluntary non-deductible employee contributions made prior to April 1, 2001, shall be held and administered in accordance with the terms of the Plan.

Section 4.4. Social Security Replacement Plan

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2, when combined with the amount contributed under any other qualified defined contribution retirement plan maintained by the Employer on behalf of a Participant, if any, be less than the amount necessary to qualify the Plan as a state retirement system with respect to such Participant pursuant to IRC Section 3121(b)(7) and the Treasury Regulations adopted thereunder.

Section 4.5. Rollover Contributions

A Participant may make a Rollover Contribution to this Plan if permitted by Section 1.7 and subject to this Section 4.5.

(a) Rollover Contributions will be permitted to the Plan if the plan from which the funds are to be transferred permit the transfer to be made, and the Provider is reasonably satisfied that such transfer will not jeopardize the tax exempt status of this Plan or create adverse tax consequences for the Employer. Rollover Contributions shall be made by delivery of such amount to the respective Provider. All Rollover Contributions must be in cash only.

(b) The Plan will not accept any portion of a Rollover Contribution that includes after-tax employee contributions or Roth contributions.

(c) A Rollover Contribution that is not made by direct rollover must be transferred within 60 days of the date the Participant received the eligible rollover distribution; provided, however, that a Participant may make a Rollover Contribution after the 60-day rollover deadline if the Participant certifies to the Provider on an Applicable Form that the reason for the late contribution qualifies the Participant for a waiver of the 60-day rollover deadline pursuant to Revenue Procedure 2016-47.

(d) If the Provider accepts a Rollover Contribution, it shall allocate it to a separate Rollover Account. The funds shall be invested separately, and any appreciation, depreciation, gain, or loss with respect to the Rollover Account, and any related expenses, shall be allocated to such Rollover Account.

(e) Rollover Contributions shall not be considered to be Participant Contributions for the purpose of calculating the limitations under Section 5.3.

(f) Any amount that is credited to a Participant's Account pursuant to a Rollover Contribution under this Section 4.5 shall be 100% Vested and nonforfeitable at all times.

Section 4.6. Transfers from a Plan of the Employer

(a) Any Participant who has participated in a plan under IRC Section 401(a) or 403(a) attributable to such Participant's current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan to this Plan, provided such transfer is effected in a manner consistent with the terms of such other plan as well as the terms of this Plan. Such transfer shall only be permitted if such transfer qualifies as a tax-free

transfer under generally accepted interpretations of the IRC. The portion of a Participant's Account attributable to such a transfer shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan.

(b) Any amount that is credited to a Participant's Account pursuant to a transfer under this Section 4.6 shall be 100% Vested and nonforfeitable at all times. In all other respects, the portion of a Participant's Account attributable to such transfer shall be subject to the terms of this Plan.

Section 4.7. Plan Expenses

All reasonable expenses of administering the Plan shall be charged against and paid from Participants' Accounts, subject to the terms of the Investment Arrangements, unless paid by the Employer.

Section 4.8. Paid Leave of Absence

Nonelective Contributions and Employer Contributions shall continue to be made to the Plan during a paid leave of absence based on the Compensation actually paid to the Participant.

ARTICLE V. ADMINISTRATION OF ACCOUNTS

Section 5.1. Plan Investments

(a) The amounts allocated to a Participant's Account shall be invested in the Investment Arrangements offered by the Provider selected by the Participant in accordance with ORC Section 3305.053. The Participant shall direct the investment of his or her Account in one or more of the Investment Options available under such Investment Arrangements. The Participant may make or change his or her investment selections pursuant to the terms and conditions of the Investment Arrangements by filing the Applicable Form with the Provider. If any provision of an Investment Arrangement conflicts with the Plan, the terms of the Plan shall control.

(b) The Investment Options available to Participants under the Plan shall be selected by the Employer and communicated to Participants. The Employer's current selection of Investment Options available from a Provider is not intended to limit future additions or deletions of Investment Options available from such Provider.

(c) If a Participant does not have a valid and complete investment election on file with a selected Provider, or if a Participant fails to select a Provider, the Participant's Account shall be invested in the default fund designated by the Employer in its sole and absolute discretion, until such time that the Participant makes an affirmative election regarding the investment of his or her Account.

Section 5.2. Intra-Plan Transfers

(a) Subject to a Provider's rules for transfers and ORC Section 3305.053, a Participant may direct that all or part of his or her Account be transferred from an Investment

Option offered under the Provider's Investment Arrangements to another Investment Option under the Provider's Investment Arrangements at any time.

(b) Subject to any terms and conditions established by the Employer and ORC Section 3305.053, a Participant may elect to change the Provider at any time during the Plan Year. If a Participant makes an election to change Providers, the Participant may specify at any time that all or part of such Participant's Account be transferred to the new Provider; provided, however, that a Provider is not required to immediately transfer any part of the Participant's Account invested at the Participant's election in a fixed annuity account if the contract with the Participant under which the investment was made permits the Provider to make such a transfer over a period of time not exceeding ten years and the contract was filed with and approved by the Ohio Department of Insurance or any successor.

(c) Notwithstanding anything in this Section 5.2 to the contrary, in no event may a Participant elect to transfer any part of his or her Account to a Former Provider.

Section 5.3. Limitations on Allocations to each Participant

(a) If a Participant does not participate in, and has never participated in, another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition (defined in Paragraph (c) below), the amount of annual additions which can be credited to the Account of a Participant for any limitation year (defined in Paragraph (c) below) will not exceed the lesser of the maximum permissible amount (defined in Paragraph (c) below), or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Account of a Participant would cause the annual additions for the limitation year to exceed the maximum permissible amount, such Employer Contribution will be reduced so that the annual additions for the limitation year will equal the maximum permissible amount. If the limits under IRC Section 415 are exceeded for any taxable year, then the Participant's Account may be corrected as set forth in EPCRS.

(b) This Paragraph (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition during any limitation year. The annual additions which can be credited to the Account of a Participant under the other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the same limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under this Plan for such limitation year. If the annual additions with respect to the Participant under this Plan are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the account(s) of the Participant under such other qualified defined contribution plans, individual medical benefit

accounts, welfare benefit funds, and simplified employee pension for the limitation year. If the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in EPCRS.

(c) For purposes of this Section 5.3, the following definitions shall apply:

(1) An "annual addition" is the sum of the following credited to the Account of a Participant for the limitation year:

(i) Employer Contributions;

(ii) Participant contributions (Nonelective Contributions and Voluntary Contributions);

(iii) Forfeitures;

(iv) amounts allocated to an individual medical benefit account, as defined in IRC Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in IRC Section 419A(d)(3), under a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer are treated as annual additions to a defined contribution plan; and

(v) allocations under a simplified employee pension, as defined in IRC Section 408(k).

(2) "Compensation" is defined in Section 1.6 of the Plan, but for purposes of applying the limitations described in this Section 5.3, the following applies:

(i) Compensation shall be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the limitation year.

(ii) Compensation paid or made available during a limitation year shall include amounts that would otherwise be included in compensation but for an election under IRC Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(iii) Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(iv) Compensation shall include amounts paid by the later of 2½ months after the Participant's Severance from Employment or the end of the

limitation year that includes the date of the Participant's Severance from Employment, if:

(A) the payment is for unused accrued bona fide sick, vacation, or other leave (but only if the Participant would have been able to use the leave if employment had continued); or

(B) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income; or

(C) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the limitation year that includes the date of Severance from Employment.

(v) Compensation shall include amounts earned during the limitation year but not paid during that limitation year solely because of the timing of pay periods and pay dates, provided:

(A) such amounts are paid during the first few weeks of the next limitation year;

(B) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and

(C) no such amounts are included in more than one limitation year.

(vi) Compensation for purposes of this Section 5.3 shall not reflect compensation for a year greater than the limit under IRC Section 401(a)(17) that applies to that year.

(3) The "limitation year" is the Plan Year. If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limit under Subparagraph (4) multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

If the Plan is terminated as of a date other than the last day of the limitation year, the Plan is deemed to have been amended to change its limitation year and the maximum permissible amount shall be prorated for the resulting short limitation year.

(4) The "maximum permissible amount" is the lesser of (a) 100% of the Participant's Compensation for the limitation year, or (b) \$40,000 as adjusted for increases in the cost-of-living under IRC Section 415(d).

Section 5.4. Designation of Beneficiary

(a) Each Participant may, pursuant to the Applicable Form provided by the Provider, designate from time to time in writing one or more Beneficiaries, who will receive the Participant's Vested Account balance in the event of the Participant's death. Designation of one or more Beneficiaries shall become effective upon receipt of the fully completed Applicable Form by the Provider and shall supersede all prior designations made by the Participant. If the Participant dies without having made a Beneficiary designation, the Provider shall distribute such benefits as provided in the Investment Arrangement or, if not so provided, to the Participant's estate.

(b) Notwithstanding Paragraph (a), in accordance with ORC Section 3305.10, in the event of the death of a married Participant, the surviving Spouse must be the sole Beneficiary unless the surviving Spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgement are witnessed by a duly authorized Provider representative or notary public. The election may not be changed without spousal consent, unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe. The Participant is responsible for notifying the Provider if the Spouse of a Participant is located or if a Participant remarries. If the Participant so notifies the Provider, the Provider shall then, if applicable, make available to such Spouse the spousal consent procedures described in this Section. Any consent, or lack of consent where a Spouse cannot reasonably be located, is effective only with respect to that Spouse.

Section 5.5. Loans to Participants

If the Plan permits loans under Section 1.11, the following shall apply:

(a) Loans shall be made available to all Participants on a reasonably equivalent basis.

(b) Loans must be adequately secured and bear a reasonable interest rate.

(c) The repayment of the loan shall be made with payments that provide for a substantially level amortization of principal and interest over the term of the loan. Such payments shall be required to be made not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(d) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the Plan.

(e) The minimum loan amount shall be set forth in the Investment Arrangement.

(f) A Participant must obtain the consent of his or her Spouse, if any, to use the Account as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the 180-day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan, and must be witnessed by the Provider or notary public. Such consent shall thereafter be binding with respect to the consenting Spouse or any subsequent Spouse with respect to that loan. A new consent shall be required if the Account is used for renegotiation, extension, renewal, or other revision of the loan.

(g) Loan repayments may be suspended under this Plan as permitted under IRC Section 414(u)(4).

(h) The foregoing provisions shall be the standard loan provisions of the Plan. However, the provisions of this Section 5.5 may be supplemented by more specific written provisions adopted by the Provider as part of the Plan's loan policy, so long as applied on a uniform and nondiscriminatory basis.

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100% Vested

Participant Accounts and Rollover Accounts shall be 100% Vested at all times.

Section 6.2. Employer Account Vesting on Death, Disability or Normal Retirement Age

If a Participant's employment is terminated due to his or her death, due to his or her Disability, or on or after the Participant's attaining Normal Retirement Age (defined in Section 1.8), 100% of the Participant's Employer Account shall be Vested.

Section 6.3. Employer Account Vesting on Severance from Employment

Except as provided in Section 6.2, a Participant's Employer Account shall be Vested in accordance with Section 1.8. Employer Accounts that are not Vested on Severance from

Employment shall be forfeited as provided under Section 1.10. Any such Forfeitures shall be allocated to a Forfeiture Account and used to reduce future Employer Contributions.

ARTICLE VII. DISTRIBUTIONS

Section 7.1. Distribution of Benefits

(a) A Participant may request distribution of all or a portion of his or her Vested Account at any time after the Participant's Severance from Employment or, if earlier, Disability.

(b) Notwithstanding Paragraph (a), if permitted under Section 1.7, a Participant may request a distribution of all or part of his or her Rollover Account at any time.

Section 7.2. Forms of Payment

(a) Subject to Section 7.4, a Participant may elect on the Applicable Form to receive a distribution of his or her Vested Account in one of the forms permitted under Section 1.12. If the Participant is married at the time he or she requests a distribution, the Participant's Spouse must consent to the form of payment selected by the Participant before the Provider may make any payment. The consent must be in writing, must acknowledge the form of payment, and must be witnessed by the Provider or notary public. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe.

(b) If distributions are made in installments, the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy (defined in Section 7.5(e)) of the Participant or the joint and last survivor expectancy of the Participant and his or her designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a non-Spouse Beneficiary may not be recalculated.

(c) The Provider shall be responsible for distributing a Participant's Account and for making such distributions pursuant to the provisions of the Plan.

Section 7.3. Death Benefits

(a) In the event of the death of a Participant after distribution of the Participant's Vested Account has begun, but prior to completion of such payments, the full amount of such unpaid Vested Account shall continue to be paid in the form elected by the Participant, provided that the Beneficiary may request that the remaining Account be paid in a lump sum.

(b) In the event of the death of the Participant prior to the commencement of payment of his or her Account, distributions shall be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.2, 7.4 and 7.5.

(c) In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the completion of payment of benefits due the Beneficiary from the Plan, the full amount of such unpaid Vested Account shall become the property of the estate of said Beneficiary.

Section 7.4. Joint and Survivor Annuity or Pre-Retirement Survivor Annuity

(a) The provisions of this Section 7.4 shall apply only to the extent that the Employer has elected the Joint and Survivor Annuity or Pre-Retirement Survivor Annuity option as the default form of payment under Section 1.12.

(b) Unless an optional form of benefit is selected within the 180-day period ending on the annuity starting date (as defined in Paragraph (e) below), a married Participant's Vested Account will be paid in the form of a Joint and Survivor Annuity with the Participant's Spouse, and an unmarried Participant's Vested Account will be paid in the form of a single life annuity (defined in Paragraph (e) below).

(c) Unless an optional form of benefit is selected, if a Participant dies before the annuity starting date (defined in Paragraph (e) below), then the Participant's Vested Account shall be applied toward the purchase of a Pre-Retirement Survivor Annuity. The surviving Beneficiary may elect to have such annuity distributed within a reasonable period after the Participant's death, subject to Section 7.5.

(d) A Participant who elects to waive the Joint and Survivor Annuity form of benefit is entitled to elect an optional survivor annuity (as defined in Paragraph (e) below) at any time during the applicable election period. Furthermore, the written explanation of the Joint and Survivor Annuity shall explain the terms and conditions of the optional survivor annuity.

(e) For purposes of this Section 7.4, the following definitions shall apply:

(1) The "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form.

(2) The "applicable percentage" is based on the survivor annuity percentage (*i.e.*, the percentage which the survivor annuity under the Plan's Joint and Survivor Annuity bears to the annuity payable during the joint lives of the Participant and the Spouse). If the survivor annuity percentage is less than 75%, the "applicable percentage" is 75%. If the survivor annuity percentage is greater than or equal to 75%, the "applicable percentage" is 50%.

(3) An "optional survivor annuity" is an immediate annuity (i) for the life of the Participant with a survivor annuity for the life of the Spouse which is equal to the applicable percentage (defined above) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and (ii) which is the amount of the benefit that can be purchased with the Participant's Vested Account. An optional survivor annuity also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(4) A "single life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

(f) Notice Requirements.

(1) In the case of a Joint and Survivor Annuity, the Provider shall, no less than 30 days and no more than 180 days prior to the annuity starting date, provide each Participant a written explanation of: (i) the terms and conditions of the Joint and Survivor Annuity and the optional survivor annuity; (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution.

(2) In the case of a Pre-Retirement Survivor Annuity, the Provider shall provide each Participant within the applicable period (as defined below) for such Participant a written explanation of the Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph (f)(1) applicable to a Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The applicable period for a Participant is a reasonable period ending after the individual becomes a Participant.

Section 7.5. Required Distribution Rules

(a) General Rules

(1) The requirements of this Section 7.5 will take precedence over any inconsistent provisions of the Plan. Key terms used throughout this Section 7.5 are defined in Paragraph (e) below.

(2) All distributions required under this Section 7.5 will be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9) and the minimum distribution incidental benefit requirement of IRC Section 401(a)(9)(G).

(3) Spousal consent is not required if a distribution is required under the Plan to satisfy the rules in this Section 7.5.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date, as defined in Section 1.13.

(2) **Death of Participant After Distributions Begin.** If the Participant dies after distributions begin, any remaining portion of the Account will continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death.

(3) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Paragraph (b)(3) (other than Paragraph (b)(3)(i)), will apply as if the surviving Spouse were the Participant.

For purposes of this Paragraph (b)(3), unless Paragraph (b)(3)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Paragraph (b)(3)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Paragraph (b)(3)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Paragraph (b)(3)(i)), the date distributions are considered to begin is the date distributions actually commence.

(c) Required Minimum Distributions During Participant's Lifetime

(1) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(ii) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse who is more than 10 years younger than the Participant, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Paragraph (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death

(1) Death On or After Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent calendar year.

(B) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year

following the year of the Participant's death, reduced by one for each subsequent calendar year.

(ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent calendar year.

(2) Death Before Date Distributions Begin.

(i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Paragraph (d)(1) above.

(ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distributions of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Paragraph (c)(3)(i), this Paragraph (d)(2) will apply as if the surviving Spouse were the Participant.

(e) For purposes of this Section 7.5, the following definitions shall apply:

(1) A Participant's "Account balance" is his or her Account balance as of the last valuation date (defined below) in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(2) A "designated Beneficiary" is an individual who is designated as a Beneficiary under Section 5.4 of the Plan and is a designated beneficiary under IRC Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.

(3) The "distribution calendar year" is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Paragraph (b)(3). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(4) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

(5) The "valuation date" is the last day of each Plan Year and any other day determined by the Employer.

Section 7.6. Transfers from Plan

The Employer, in its sole discretion, may permit a plan-to-plan transfer of part or all of the Vested Account of a Participant or a group of Participants to a qualified retirement plan under IRC Section 401(a) or Section 403(a).

Section 7.7. Inability to Locate Participant or Beneficiary

(a) If the Provider cannot locate the Participant or Beneficiary to whom the Vested Account is to be distributed, and reasonable efforts have been made to find such a person, the Participant's Vested Account may be forfeited, subject to state law, and used to reduce Employer Contributions; provided that, if the Participant is subsequently located, such Forfeiture shall be restored and the restoration shall be made first out of Forfeitures, if any, and then by additional Employer Contributions.

(b) For purposes of this Section 7.7, a Provider will be deemed to have exhausted reasonable efforts to locate a Participant or Beneficiary if the Provider has taken the following steps:

(1) Attempted contact via United States Postal Service certified mail to the last known mailing address and through appropriate means for any address or contact information (including email addresses and telephone numbers);

(2) Searched Plan related records and publicly available records or directories for alternative contact information;

(3) Requested the Employer to review its Plan and/or employment records for alternative contact information; and

(4) Attempted to locate the Participant or Beneficiary by use of a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

Section 7.8. Division of Marital or Separate Property

(a) Notwithstanding any other provisions of Article VII, any Account of a Participant may be apportioned between the Participant and an alternate payee pursuant to an order for division of marital or separate property that satisfies the requirements of ORC Section 3305.21 and that is a qualified domestic relations order within the meaning of IRC Section 414(p).

(b) The Provider shall comply with an order received under Paragraph (a) at the following times as appropriate:

(1) If the Participant is already receiving distributions of his or her Account or has applied for but has not yet received a lump sum distribution of his or her Account, as soon as practicable; or

(2) If the Participant has not received a distribution of his or her Account, on application by the Participant for a distribution under the Plan.

Notwithstanding the preceding, the Plan may make an immediate distribution to an alternate payee pursuant to the qualified domestic relations order.

(c) The Provider shall adopt reasonable procedures (1) to determine whether the order received under Paragraph (a) meets all applicable requirements of ORC Section 3305.21, which incorporates by reference the requirements of ORC Sections 3105.80 to 3105.90, (2) to determine whether a domestic relation order is qualified under IRC Section 414(p), and (3) to administer the distributions under the order in compliance with those provisions of the ORC and IRC.

Section 7.9. Direct Rollover

(a) Notwithstanding any other provision of the Plan, the Provider shall advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to the IRC (or such other time as is permitted by law) of his or her right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section 7.9. To elect a direct rollover the distributee must request in writing to the Provider that all or a specified portion of the eligible rollover distribution be transferred directly to one or more eligible retirement plans. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Paragraph (a) must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he or she gives the Provider written instructions on the Applicable Form to change the election, in which case the new election will remain in effect until changed.

(b) The distributee shall not be entitled to elect a direct rollover pursuant to this Section 7.9 unless he or she has obtained a waiver of any applicable Joint and Survivor Annuity, if required pursuant to Section 7.4.

(c) For purposes of this Section 7.9, the following definitions shall apply:

(1) A "direct rollover" is a payment of an eligible rollover distribution that is made by the Plan directly to an eligible retirement plan for the benefit of the distributee.

(2) A "distributee" is a Participant, the Spouse of a Participant, or the Participant's former Spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), any of whom are eligible to receive a distribution from the Plan. In addition, a Participant's non-Spouse Beneficiary shall be a distributee as limited by Subparagraph (3).

(3) An "eligible retirement plan" is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), a SIMPLE IRA described in IRC Section 408(p), a Roth individual retirement account or annuity described in IRC Section 408A ("Roth IRA"), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution.

The definition of an eligible retirement plan for a non-Spouse Beneficiary is limited to an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA established for the purpose of receiving the distribution and treated as an inherited individual retirement account or annuity within the meaning of IRC Section 408(d)(3)(C).

(4) An "eligible rollover distribution" is any distribution from this Plan of all or any portion of the Account balance to the credit of the distributee, except for distributions (or portions thereof) which are:

(i) One of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Participant (or the joint lives of the Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of 10 years or more;

(ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or

(iii) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account

or annuity described in IRC Section 408(a) or (b) or a Roth IRA, or (2) a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 7.10. Withholding Orders

(a) Withholding Orders Upon Theft in Office or Sex Offenses

(1) In accordance with ORC Section 3305.09, any payment that is to be made to the Participant or his or her Beneficiary(ies) under this Plan shall be subject to any withholding order issued pursuant to ORC Section 2907.15 or Division (C)(2)(b) of ORC Section 2921.41. The Provider of the Investment Arrangement shall comply with that withholding order in making the payment.

(2) If a Provider receives notice pursuant to ORC Section 2907.15 or Division (D) of ORC Section 2921.41 that a Participant is charged with a violation of ORC Section 2907.02, 2907.03, 2907.04, 2907.05, or 2921.41, no payment shall be made to the Participant or his or her Beneficiary(ies) under this Plan prior to whichever of the following is applicable:

(i) If the Participant is convicted of or pleads guilty to the charge and no motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, 30 days after the date on which final disposition of the charge is made;

(ii) If the Participant is convicted of or pleads guilty to the charge and a motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, the date on which the court decides the motion; or

(iii) If the charge is dismissed or the Participant is found not guilty of the charge or not guilty of the charge by reason of insanity, the date on which final disposition of the charge is made.

(b) Withholding Orders for Support

Any payment that is to be made to the Participant or his or her Beneficiary(ies) under the Plan shall, to the extent required by Ohio law, be subject to any withholding order for spousal or child support issued pursuant to the provisions of the ORC. To the extent required by law, payments shall also be subject to ORC Sections 3111.23 and 3305.21.

(c) Provider Responsibility

The Provider shall be solely responsible for compliance with any withholding orders issued under Section 7.10(a) or (b) above.

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 8.1. Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by ORC Chapter 3305, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or consolidation with any other entity. The Employer's liability to make contributions to any Provider shall terminate upon the Provider ceasing to be a designated provider.

Section 8.2. Successor Organizations

In the event of the termination of the liability of the Employer to make further contributions to this Plan, the Employer's liability may be assumed by any other organization which employs a substantial number of the Participants of this Plan. Such assumption of liability shall be expressed in an agreement between such other organization and the Employer under which such other organization assumes the liabilities of the Plan with respect to the Participants employed by it.

Section 8.3. Amendment

(a) To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Employer reserves the right to amend this Plan at any time.

(b) The Ohio State University (hereinafter referred to as the "Pre-Approved Plan Provider" in this Section 8.3) shall have the authority to amend the Plan on behalf of the Employer for changes in the IRC, Treasury Regulations, Revenue Rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption shall not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments shall be applied to all employers that have adopted a pre-approved plan of the Pre-Approved Plan Provider.

(c) The Pre-Approved Plan Provider shall no longer have the authority to amend the Plan on behalf of the Employer as of the date the Plan is considered an individually designed plan. A Plan will be treated as individually designed if the Employer makes amendments to the Plan other than those permitted by section 8 of Revenue Procedure 2017-41. If the Plan is treated as individually designed, the Employer may not file for a determination letter using Form 5307; provided, however, if the Employer is otherwise eligible to file a determination letter pursuant to section 4 of Revenue Procedure 2016-37, the Employer may file for a determination letter on Form 5300.

(d) The Pre-Approved Plan Provider shall maintain, or have maintained on its behalf, a record of the employers that have adopted the approved specimen plan, and the Pre-Approved Plan Provider shall make reasonable and diligent efforts to ensure that adopting employers,

including the Employer, have actually received and are aware of all plan amendments and that such employers adopt new documents when necessary. The Pre-Approved Plan Provider will also inform the employers in the event of a discontinuance or abandonment of the approved specimen plan. This Paragraph (d) supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Paragraph. The Pre-Approved Plan Provider may be contacted at: The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio 43201 (614-292-0611).

Section 8.4. Vesting and Distributions on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer for any reason, or if Employer Contributions to the Plan are permanently discontinued for any reason, each Participant directly affected by such action shall be 100% Vested in his or her Accounts. Notwithstanding any other provision of the Plan, on termination of the Plan, the Participant's Account shall, without the Participant's or his or her Spouse's consent, be distributed to the Participant in a lump sum.

Section 8.5. Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

ARTICLE IX. MISCELLANEOUS

Section 9.1. Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfies the pertinent provisions of IRC Section 401(a) and IRC Section 414(d). Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.6.

Section 9.2. No Rights of Employment Granted

The establishment of this Plan shall not be considered as giving any employee the right to be retained in the service of the Employer.

Section 9.3. Laws of Ohio to Apply

This Plan shall be construed according to the laws of Ohio, to the extent Federal laws do not control.

Section 9.4. Military Service

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with USERRA, IRC Section 414(u), and IRC Section 401(a)(37). For purposes of this Section 9.4, qualified military service means any service in the uniformed services as defined in USERRA by any individual, if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u) timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Participant may elect to make the Nonelective Contributions upon resumption of employment with the Employer that would have been required (at the same level of Compensation) without the interruption of qualified military service. Except to the extent provided under IRC 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). Such Nonelective Contributions may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u), timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Employer shall make the Employer Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than 90 days after the date of reemployment or when the Employer Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under IRC Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) Differential wage payments within the meaning of IRC Section 414(u)(12)(D) shall be treated as Compensation under the Plan for purposes of Section 5.3.

Section 9.5. Participant Cannot Transfer or Assign Benefits

Except as provided in Section 7.10, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he or she may expect to receive, contingently or otherwise under this Plan.

Section 9.6. Reversion of Contributions Under Certain Circumstances

(a) No Investment Arrangement will be purchased under the Plan unless such Investment Arrangement or a separate definite written agreement between the Employer and the Provider states that no value under Investment Arrangements providing benefits under the Plan or credits determined by the Provider (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Investment Arrangements may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, if any contribution is made by the Employer because of a mistake of fact, these amounts may be returned by the Provider to the Employer within one year of contribution.

(b) If this Plan is funded by individual Investment Arrangements that provide a Participant's benefit under the Plan, such individual Investment Arrangements shall constitute the Participant's Account balance. If this Plan is funded by group Investment Arrangements, premiums or other consideration received by the Provider must be allocated to Participant Accounts under the Plan.

Section 9.7. Filing Tax Returns and Reports

The Provider shall prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

Section 9.8. No Discrimination

Neither the Employer nor any Provider shall take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

Section 9.9. Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine shall include the feminine.

Section 9.10. Records and Information

Each Provider shall keep a complete record of all its proceedings and all data necessary for the determination of Account balances.

Section 9.11. Information to Participants

Each Provider shall maintain separate Accounts for the Participants. It shall give each Participant, at least once every year, information as to the balance of his or her Employer Account and Participant Account, if applicable.

Section 9.12. Powers

The Employer shall have the power to determine all questions that may arise hereunder as to the eligibility of employees to participate in the Plan and as to the vesting of Participants. The Employer shall have the power to interpret and construe the Plan. Any such actions shall be final and conclusive upon all persons.

Section 9.13. Reliance

If the Employer adopts a pre-approved plan, the Employer may rely on the pre-approved plan's opinion letter as described in section 7 of Revenue Procedure 2017-41 as to the qualification in form of the Plan under IRC provisions if the Employer's Plan is identical to an approved specimen plan with a currently valid opinion letter, the Employer has not amended the Plan other than to choose options provided under the approved plan or to make amendments as described in section 8.03 of Revenue Procedure 2017-41, and the Employer has followed the terms of the Plan.

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed as of the date written below.

EMPLOYER

By: _____

Print: _____

Its: _____

Date: _____

APPENDIX A

APPROVED PROVIDERS

The current selection of Providers is not intended to limit future additions or deletions of Providers. The Employer from time to time may add or delete Providers which shall be effective on the date adopted by the Employer, and shall be reflected in a revised Appendix A, without the need of a Plan amendment.

I. Current Providers

The following providers are approved Providers under the Plan as of the date of this Appendix A:

- A. [_____]
- B. [_____]
- C. [_____]
- D. [_____]

II. Former Provider(s)

The following providers are Former Providers under the Plan as of the date of this Appendix A:

- A. [_____]

EMPLOYER

By: _____

Print: _____

Its: _____

Date: _____