

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

Fidelity Workplace Services LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to es
Services LLC Non-
elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment
references within this Adoption Agreeem

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

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

6. COMPENSATION

(1.11). The following definition(s) of Compensation (as adjusted under Elections 7 and 8) applies in allocating Employer Contributions (*Choose one*

- (2) **Mandatory Distribution (6.01(F)).** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount Limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.):*

- a. **\$5,000.**
- b. **\$1,000.**
- c. **Specify Amount:** \$__ *(Specify an amount greater than \$1,000).*

[Note: This Election 11(a)(2) only applies to the Mandatory Distribution maximum amount.]

Automatic IRA Rollover (6.08(D)). With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed

12. IN-SERVICE DISTRIBUTIONS/EVENTS

(6.01(D)). A Participant may elect an In-Service Distribution based on any of the following events in accordance with Section 6.01(D) (*Choose (a) or (b).*):

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

(a) **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable):
(i) RMDs under Section 6.02 and (ii) Protected Benefits. Also see Section 6.01(D)(5) with regard to Rollover Contributions.

(b) **Permitted.** In-Service Distributions are permitted as follows (*Choose one or more of (1) through (6).*):

(1) **Age** (*Choose a. or b.*)

a. **Age 59.5** (*Must be at least 59 ½.*)

b. **Upon Attaining Normal Retirement Age** (*Age 65.*)

(2) **Hardship.**

(3) **Disability.**

(4) **Qualified Reservist Distribution.**

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

1. **Permitted Investments.** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1), as further described in Appendix D.
2. **ERISA Status**
involvement which the Employer intends to be exempt from ERISA pursuant to the ERISA Safe Harbor Exemption.
3. **Eligibility/Entry Date (Universal Availability).** An Employee (other than an Excluded Employee) generally becomes a Participant in the Plan
ribed in Section
2.01(A).
4. **Normal Retirement Age/Date.** Normal Retirement Age is age 65. Normal Retirement Date means the Anniversary Date coinciding with or
5. **Vesting.** All contributions are 100% Vested.
6. **Rollover Contributions.** The Plan Administrator may accept Rollover Contributions into the Plan from all Eligible Employees, subject to

PLAN EXECUTION

Plan Name: Bowdoin College Tax Deferred Annuity Plan

Employer: Bowdoin College

Date: _____

Signed: _____

Name: _____

Title: _____

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in the Plan being treated as a non-qualified plan. The Employer may use this Adoption Agreement only in conjunction with [E.O. 13526, 25 FR 5309 (1960)] [E.O. 13526, 25 FR 5309 (1960)].

ADMINISTRATIVE FUNCTION DELEGATION (7.01(H); 7.02(F)).

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

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining Employee eligibility to participate				—
b.				