

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER (1.10).

Name: State of Rhode Island

Address: One Capitol Hill

Street

Providence

City

Rhode Island

State

02908

Zip

Telephone: _____

Taxpayer Identification Number (TIN): 05-6000522

2. PLAN NAME.

Name: State of Rhode Island 457(b) Deferred Compensation Plan

3. **PLAN YEAR (1.26).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election b. and c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

a. ☒ **December 31.**

b. ☐ **Plan Year:** ending: _____.

c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

a. ☐ **New Plan.**

b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. ☒ 7/1/1997 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

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

d. ☒ 7/1/2022 (enter month day, year)

Special Effective Dates: (optional)

e. ☐ **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose d. only):

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of a. through d. if applicable):

a. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will **Roth Elective Deferrals** be made?

1. ☐ **Yes.** [Note: The Employer must also permit Pre-tax Elective Deferrals.]

2. ☒ **No.**

And will Matching Contributions be made with respect to **Pre-Tax Elective Deferrals**?

3. ☐ **Yes.** See Question 16.
4. ☒ **No.** (By selecting this option, there will be No Matching Contributions)
- b. ☐ **Nonelective Contributions.** See Question 17.
- c. ☒ **Rollover Contributions.** See Question 23.

Frozen Plan

- d. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]
6. **EXCLUDED EMPLOYEES (1.09).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):
- a. ☐ **No exclusions.** All Employees are eligible to participate.
- b. ☒ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):
1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
2. ☐ **Hourly-paid Employees.**
3. ☒ **Leased Employees.** The Plan excludes Leased Employees.
4. ☒ **Specify:** Seasonal employees; Temporary employees
7. **INDEPENDENT CONTRACTOR (1.15).** The Plan (Choose one of a., b. or c.):
- a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.
- b. ☒ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.
- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: _____

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b. or c.):

- a. ☒ Wages, tips and other compensation on Form W-2.
- b. ☐ Code §3401(a) wages (wages for withholding purposes).
- c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

- d. ☒ **No modifications.** The Plan makes no modifications to the definition.
- e. ☐ **Modifications** (Choose one or more of 1. through 5.):
1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
2. ☐ **Elective Contributions. (1.05(E))** The Plan excludes a Participant's Elective Contributions.
3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** _____

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (Choose one of f. or g.):

- f. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. (N/A if no matching or nonelective contributions)

- g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (N/A if no matching or nonelective contributions)
9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (Choose one of a. or b.):
- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply (Choose one or more):
1. ☒ **Regular Pay.** Post-Severance Compensation will include regular pay and it will apply to all Contribution Types.
 2. ☐ **Leave-Cashouts.** Post-Severance Compensation will include leave cashouts and it will apply to all Contribution Types.
 3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include deferred compensation and it will apply to all Contribution Types.
 4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include salary continuation for disabled participants and it will apply to all Contribution Types.
 5. ☒ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.
10. **NORMAL RETIREMENT AGE (1.21).** A Participant attains Normal Retirement Age under the Plan (Choose one of a. or b.):
- a. ☒ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]
- b. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]

Special Provisions for Police or Fire Department Employees (Choose c. and/or d. as applicable):

- c. ☒ **Police department employees.** (Plan Section 3.05(B)(3)) (Choose 1. or 2.):
1. ☒ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 2. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
- d. ☒ **Fire department employees.** (Plan Section 3.05(B)(3)) (Choose 1. or 2.):
1. ☒ **Plan designation.** (Plan Section 3.05(B)) When the Participant attains age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]
 2. ☐ **Participant designation.** (Plan Section 3.05(B) and (B)(1)) When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]
11. **ELIGIBILITY CONDITIONS (2.01).** (Choose one of a. or b.):
- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (Choose one or more of 1., 2. or 3.):
1. ☐ **Age.** Attainment of age _____.
 2. ☐ **Service.** Service requirement (Choose one of a. or b.):
 - a. ☐ **Year of Service.** One year of Continuous Service.
 - b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
 3. ☐ **Specify:** _____.

12. **PLAN ENTRY DATE (1.25).** "Plan Entry Date" means the Effective Date and (Choose one of a. through d.):

- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- c. ☐ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☒ **Specify:** Immediately upon meeting eligibility conditions, if any

13. **SALARY REDUCTION CONTRIBUTIONS (1.31).** A Participant's Salary Reduction Contributions under Election 5.a. are subject to the following limitation(s) in addition to those imposed by the Code (Choose one of a. or b.):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (Choose one or more of 1., 2. or 3.):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (specify dollar amount or percentage of Compensation).
 2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (specify dollar amount or percentage of Compensation).
 3. ☐ **Specify:** _____

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special Normal Retirement Age Catch-Up Contributions (3.05). The Plan (Choose one of c. or d.):

- c. ☒ **Permits.** Participants may make Normal Retirement Age catch-up contributions.
AND, Special Normal Retirement Age Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
 2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make Normal Retirement Age catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (Choose one of e. or f.):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
 2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (6.03(C)).** The Plan (Choose one of a. or b.):

- a. ☐ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay. Notwithstanding anything to the contrary, for purposes of Salary Reduction Contributions, Compensation will include leave cash-outs (as defined in Section 1.05(F)) and accumulated sick pay, accumulated vacation pay and back pay.
- b. ☒ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT AND AUTOMATIC ESCALATION (3.02(B)).** Does the Plan provide for automatic enrollment (Choose a. or b.) Note: if Eligible Automatic Contribution Arrangement (EACA), also select 15c and complete Question 24:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (Choose one of 1. through 3.):
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 2. ☐ **New Participants.** Each Employee who enters the Plan on or following: _____
 3. ☐ **Describe Application of Automatic Deferrals:** _____

- c. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA). Complete Question 24.

AUTOMATIC ESCALATION (3.02(E)). The Automatic Escalation provisions of Section 3.02(E). (Choose d. or e.):

- d. ☒ **Do not apply.**

- e. ☐ **Apply.** (Complete 1., 2., 3., and if appropriate 4.):

1. **Participants affected.** The Automatic Escalation applies to (Choose a., b., c. or d.):

- a. ☐ **All Automatically Enrolled Participants.** All Participants who have been automatically enrolled.
- b. ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least _____% of Compensation.
- c. ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least _____% of Compensation.
- d. ☐ **Describe affected Participants:** _____

[Note: The Employer in Election 15(e)(1)d. may further describe affected Participants. The group of Participants must be definitely determinable and if an EACA under Election 15(c), must be uniform.]

2. **Automatic Increases.** (Choose a. or b.):

- a. ☐ **Automatic increase.** The Participant's Salary Reduction Contributions will increase by _____% per year up to a maximum of _____% of Compensation unless the Participant has filed a contrary election after the effective date of this Election or, as appropriate, any amendment thereto.
- b. ☐ **Describe increase:** _____

[Note: The Employer in Election 15(e)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

3. **Change Date.** The Salary Reduction Contributions will increase on the following day each Plan Year: (Choose a. or b.):

- a. ☐ **First day of the Plan Year.**
- b. ☐ **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually and is the first day of a month)

4. **First Year of Increase.** The Automatic Escalation provision will apply to a Participant beginning with the first Change Date after the Participant is subject to Automatic Escalation, unless otherwise elected below: (Choose a. or b., if applicable):

- a. ☐ **The escalation provision will apply as of the second Change Date thereafter.**
- b. ☐ **Describe first year increase:** _____
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.a. are made as follows (Choose one or more of a. through d.):

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** _____

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):
 - 1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 - 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 - 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 - 4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.20).** The Nonelective Contributions under Election 5.b. are made as follows: (Choose one):

- a. ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed.** _____% of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of d. or e.):

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions (Choose one or more of 1. through 4.):
 - 1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 - 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 - 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 - 4. ☐ **Specify:** _____.

18. **TIME AND OPTIONAL FORMS OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing and forms of payment. A Participant/Beneficiary may generally commence distribution of benefits at any time following Severance from Employment or death by submitting a request to the Investment Sponsor (subject to Investment Options, mandatory distribution rules and required minimum distribution rules (4.03)).

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (Choose a. or b.):

- a. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- b. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a lesser amount is selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
 - 1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 (subject to the Employer's discretion and notwithstanding anything in the Plan to the contrary) (not to exceed \$5,000) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Automatic IRA Rollover. With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- c. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____. (Specify an amount greater than \$0 and less than \$1,000.)

Application of Rollovers to amount limit. In determining whether a Participant's Account Balance exceeds the Mandatory Distribution dollar limit in Election 18(b)(1), the Plan (Choose d. or e.):

- d. ☐ **Disregards Rollover Contribution Account.**
- e. ☒ **Includes Rollover Contribution Account.**

19. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (Choose one of a. or b.):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (Choose one or more of 1. through 4.):
 - 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 - 2. ☒ **One-time De minimis exception.** (Plan Section 4.05(B)) If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this One-time de minimis exception, then (Choose one of a. or b.):
 - a. ☒ **Participant election/optional distribution.** The Participant may elect to receive all of his/her Account.
 - b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 - 3. ☒ **Age 70.5.** A Participant who attains the specified age (no earlier than age 59 1/2) prior to Severance from Employment may elect distribution of any or all of his/her Account.
 - 4. ☒ **Specify:** Unforeseeable emergency withdrawal determinations made by TIAA, Department of Administration (for Fidelity participants), and Voya

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

20. **QDRO (4.06).** The QDRO provisions (Choose one of a., b. or c.):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** _____

21. **HEART ACT PROVISIONS (1.32(C)(3)/3.12).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☐ **Not apply the benefit accrual provisions of Section 3.12.**
- b. ☒ **Apply the benefit accrual provisions of Section 3.12.**

Distributions for deemed severance of employment (1.32(C)(3))

- c. ☐ **The Plan does NOT permit distributions for deemed severance of employment.**
- d. ☒ **The Plan permits distributions for deemed severance of employment.**

22. **PLAN LOANS (5.02).** The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☒ **Does not permit.**
- b. ☐ **Permitted pursuant to the loan policy.**

23. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.c. are made as follows:

Who may roll over (Choose one of a. or b.):

- a. ☐ **All Participants.**
- b. ☒ **Active Participants only.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

24. **Other EACA Provisions. (Section 3.13)**

a. ☐ **Effective Date** (enter date):

- 1. ☐ EACA Effective Date: _____ (not earlier than December 31, 2007)

EACA Termination Date (leave blank if not applicable)

- a. ☐ EACA provisions no longer apply. The EACA provisions applied as of the Effective Date specified in 1. but the provisions no longer apply effective as of: _____.

Permissible Withdrawals. Does the Plan permit Participant permissible withdrawals within 90 days (or less) of first automatic deferral? (select one)

- 2. ☐ No.
- 3. ☐ Yes, within 90 days of first automatic deferral
- 4. ☐ Yes, within _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. For Plan Years beginning on or after January 1, 2010, will Participants who make an affirmative election continue to be covered by the EACA provisions (i.e., their affirmative election will remain intact but they must receive an annual notice)? (select one)

- 5. ☐ Yes (if selected, then the annual notice must be provided to applicable Participants).
- 6. ☐ No.

25. **In-Plan Roth Rollover Contributions. (Section 3.14)** The following provisions apply regarding In-Plan Roth Rollover Contributions to the extent allowed by the Investment Sponsor (Choose one of a. or b.):

- a. ☐ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- b. ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions with regard to the following amounts. (Choose one.)
 - 1. ☐ Only otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
 - 2. ☐ Otherwise distributable and nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

26. **Plan-to-Plan Transfers to the Plan (Section 9.03):** Plan-to-Plan Transfers to this Plan are prohibited by Section 9.03 unless elected below:

- a. ☒ Direct transfers may be made to the Plan from another Governmental Eligible 457(b) Plan to the extent permitted by law.
- b. ☐ Direct transfers may be made to the Plan from another Governmental Eligible 457(b) Plan, subject to the following limitations: _____
- c. ☐ Direct plan-to-plan transfers to this Plan are **not** allowed (Plan default under Section 9.03)

27. **Plan-to-Plan Transfers from the Plan (Section 9.03):** Plan-to-Plan Transfer from the Plan are prohibited by Section 9.03 unless elected below:

- a. ☒ Direct transfers from the Plan may be made to another Governmental Eligible 457(b) Plan to the extent permitted by law.
- b. ☐ Direct transfers from the Plan may be made to another Governmental Eligible 457(b) Plan, subject to the following limitations: _____
- c. ☐ Direct plan-to-plan transfers from this Plan are **not** allowed (Plan default under Section 9.03)

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: State of Rhode Island by

By: [signed electronically]

[signed electronically]

DATE SIGNED

(Signature)
James E. Thorson
Director

6 / 9 / 2022

Approved as to form:
JWP/MLB
DOA Legal