


**THE TENNESSEE BOARD OF REGENTS 403(b) RETIREMENT PLAN
AMENDMENT TWO**

WHEREAS, the Tennessee Board of Regents ("TBR") established the Tennessee Board of Regents 403(b) Retirement Plan ("Plan"), effective January 1, 2009, amended and restated the Plan in its entirety effective November 1, 2016, and amended the Plan once thereafter effective October 9, 2019; and

WHEREAS, the Chair of the Board of Trustees for the Tennessee Consolidated Retirement System is the Administrator of the Plan; and

WHEREAS, the Administrator reserved the right to amend the Plan pursuant to Section 8.2 of the Plan; and

WHEREAS, the Administrator desires to amend the Plan to make certain discretionary changes.

NOW, THEREFORE, the Plan is hereby amended, effective  _____, 2020, as set forth below:

1. A Preamble is added to the Plan to be and read as follows:

The Tennessee Board of Regents ("TBR") established the Tennessee Board of Regents 403(b) Retirement Plan ("Plan"), effective January 1, 2009, under which employees of certain institutions of higher education within the meaning of Section 170(b)(1)(A)(ii) of the Internal Revenue Code ("Code") may voluntarily choose to supplement their retirement benefits. Effective October 9, 2019, pursuant to Tennessee Code Annotated, Section 8-25-104, the State of Tennessee assumed sponsorship of the Plan and the Chair of the Board of Trustees for the Tennessee Consolidated Retirement System became the Administrator of the Plan.

The Plan is, and intended to remain, a defined contribution plan under Code Section 403(b), and is a governmental plan within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a governmental plan, ERISA does not apply.

2. A new Section 1.23 is added to be and read as follows:

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

3. Section 2.2 of the Plan is hereby amended to be and read as follows:

2.2 "Compensation Reduction Election" (a) General Rule. An employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Employer. This Compensation Reduction Election shall be made on the agreement provided by the Employer under which the Employee agrees to

be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

4. Section 5.1 of the Plan is hereby amended to be and read as follows:

5.1 Benefit Distributions at Severance from Employment or Other Distribution Event. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.6 (relating to withdrawals of amounts rolled over into the Plan), or Section 8.3 (relating to termination of the Plan), distribution from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5. Section 5.3 of the Plan is hereby amended to be and read as follows:

5.3 Minimum Distributions.

(a) Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Income Tax Regulations, except as provided in section 1.403(b)-6(e) of the Income Tax Regulations.

(b) For 2009, unless otherwise provided in the Individual Agreement, the minimum distribution requirements set forth under paragraph (a) will be satisfied as provided in either subsection (1) or (2) below, as determined by the Vendor responsible for the Participant's required minimum distribution and in accordance with the Individual Agreement:

(1) A Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions

for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

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

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

6. A new Section 5.6 of the Plan is hereby added to be and read as follows:

5.6 In-Service Distributions from Rollover Account. If the Individual Agreement in which a Participant's Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7. Paragraph (a) of Section 6.4 of the Plan is hereby amended to be and read as follows:

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the approved Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Former Vendor or any other vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted.

8. Section 8.3 of the Plan is hereby amended to be and read as follows:

8.3 Distribution upon Termination of the Plan. The Administrator may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

9. Section 9.7 of the Plan is hereby amended to be and read as follows:

9.7 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant

or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a "reasonable attempt" includes the following:

- the mailing by certified mail of a notice to the last known mailing address as shown on the records of the Employer or Administrator,
- a review of plan and employment records and other publicly available records for a more current address,
- attempted contact with a designated plan beneficiary to obtain updated contact information, and
- a reasonable use of either a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.


If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

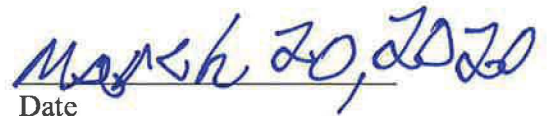
10. Appendix A is amended as set forth below.

11. A new Appendix B is hereby added regarding Plan Administration.

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

IN WITNESS WHEREOF, this Amendment Two is executed this ____ day of _____, 2020.

By: 
David H. Lillard, Jr., Chair of the Board of Trustees of the
Tennessee Consolidated Retirement System


Date

By: _____
Stuart McWhorter, Commissioner
Department of Finance and Administration

Date

By: _____
Bo Watson, Chair
Senate Finance, Ways and Means Committee

Date

By: _____
Susan Lynn, Chair
House Finance, Ways and Means Committee

Date

or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a "reasonable attempt" includes the following:

- the mailing by certified mail of a notice to the last known mailing address as shown on the records of the Employer or Administrator,
- a review of plan and employment records and other publicly available records for a more current address,
- attempted contact with a designated plan beneficiary to obtain updated contact information, and
- a reasonable use of either a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

10. Appendix A is amended as set forth below.

11. A new Appendix B is hereby added regarding Plan Administration.

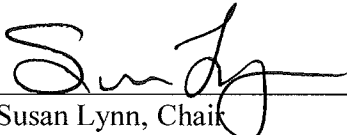
12. In all other respects, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF, this Amendment Two is executed this ____ day of _____, 2020.

By: _____ Date _____
David H. Lillard, Jr., Chair of the Board of Trustees of the
Tennessee Consolidated Retirement System

By: _____ Date _____
Stuart McWhorter, Commissioner
Department of Finance and Administration

By: _____ Date _____
Bo Watson, Chair
Senate Finance, Ways and Means Committee

By:  _____ Date 3/16/2020
Susan Lynn, Chair
House Finance, Ways and Means Committee

or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a "reasonable attempt" includes the following:

- the mailing by certified mail of a notice to the last known mailing address as shown on the records of the Employer or Administrator,
- a review of plan and employment records and other publicly available records for a more current address,
- attempted contact with a designated plan beneficiary to obtain updated contact information, and
- a reasonable use of either a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

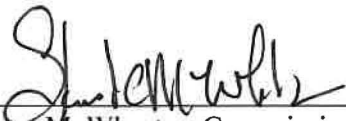
10. Appendix A is amended as set forth below.

11. A new Appendix B is hereby added regarding Plan Administration.

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

IN WITNESS WHEREOF, this Amendment Two is executed this ____ day of _____, 2020.

By: _____ Date _____
David H. Lillard, Jr., Chair of the Board of Trustees of the
Tennessee Consolidated Retirement System

By:  _____ Date 3/12/20
Stuart McWhorter, Commissioner
Department of Finance and Administration

By: _____ Date _____
Bo Watson, Chair
Senate Finance, Ways and Means Committee

By: _____ Date _____
Susan Lynn, Chair
House Finance, Ways and Means Committee

or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a "reasonable attempt" includes the following:

- the mailing by certified mail of a notice to the last known mailing address as shown on the records of the Employer or Administrator,
- a review of plan and employment records and other publicly available records for a more current address,
- attempted contact with a designated plan beneficiary to obtain updated contact information, and
- a reasonable use of either a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

10. Appendix A is amended as set forth below.

11. A new Appendix B is hereby added regarding Plan Administration.

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

IN WITNESS WHEREOF, this Amendment Two is executed this ____ day of _____, 2020.

By: _____ Date _____
David H. Lillard, Jr., Chair of the Board of Trustees of the
Tennessee Consolidated Retirement System

By: _____ Date _____
Stuart McWhorter, Commissioner
Department of Finance and Administration

By: Bo Watson Date 3.18.2020
Bo Watson, Chair
Senate Finance, Ways and Means Committee

By: _____ Date _____
Susan Lynn, Chair
House Finance, Ways and Means Committee

APPENDIX A
TENNESSEE BOARD OF REGENTS 403(b) RETIREMENT PLAN

CURRENT AND FORMER VENDORS

I. Current Vendors

The current Vendors approved under the Plan are as follows:

1. AIG RETIREMENT/VALIC
2. Voya
3. TIAA

II. Former Vendors

The Former Vendors under the Plan are as follows:

1. AIG American General
2. AXA Equitable Life Insurance
3. Allstate
4. American Amicable
5. American Century Investments
6. Ameriprise Financial Services, Inc.
7. Aviva Life & Annuity Company
8. Capital Bank and Trust/American Funds
9. Columbus Life Insurance Co.
10. Commonwealth Annuity
11. Credit Union Service Organization
12. Diversified Investors Securities Corp.
13. The Ewing Group Financial Services
14. Fidelity Investments
15. First Investors Corporation
16. Franklin Templeton Investments
17. General American Life Insurance Company
18. Great American Life Insurance Company
19. Invesco Aim Investment Services, Inc.

**APPENDIX B
TENNESSEE BOARD OF REGENTS 403(b) RETIREMENT PLAN**

PLAN ADMINISTRATION

I. Responsibility of the Employer

The Employer is responsible for eligible Employee enrollment and participation, including the following:

- (a) Notifying its eligible Employees of their rights and responsibilities with respect to participation under the Plan;
- (b) Providing eligible Employees with applicable administrative forms, including a salary reduction agreement;
- (c) Enrolling eligible Employees in the Plan and terminating participation under the Plan for Participants who have a Severance from Employment;
- (d) Determining questions of eligibility to participate in the Plan;
- (e) Timely remitting contributions on behalf of Participants in accordance with their salary reduction agreement elections to the Vendors; and
- (f) Certifying that Participants have had a Severance from Employment or are Disabled for purposes of distribution eligibility.

The Employer shall have all power necessary or convenient to enable it to exercise this responsibility and authority under the Plan.

II. Responsibility of the Administrator

The Administrator is responsible for the following:

- (a) Writing, construing and interpreting the Plan document, including any ambiguities, and determining all questions of fact or law arising under the Plan document;
- (b) Selecting and contracting with the Vendors and other service providers under the Plan;
- (c) Selecting the Funding Vehicles and investment options available for investing contributions in the Plan;
- (d) Correcting any defect, supplying any omission, or reconciling any inconsistency in the Plan document in such manner and to such extent as the Administrator may deem expedient and, subject to the provisions of the Plan document regarding claims to benefits, the Administrator should be the sole and final judge of such expediency; and

(e) Accepting service of legal process for the Plan through the Tennessee Attorney General's Office;

(f) Monitoring contribution limits on a Plan level for Participants;

(g) Amending and terminating the Plan document; and

(h) Adopting policies and procedures under the Plan, including qualified domestic relations order procedures.

The Administrator shall have all powers necessary or convenient to enable the Administrator to exercise the Administrator's authority under the Plan document.

III. Delegation by Administrator

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

IV. Advice to Administrator

The Administrator may employ or contract with one or more persons to render advice with regard to the Administrator's duties, responsibilities and authority under the Plan.