ADOPTION AGREEMENT FOR THE
CORNELL UNIVERSITY
TAX DEFERRED ANNUITY PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to amend and restate an existing Internal Revenue Code Section 403(b) plan ("Plan"). This Adoption Agreement, the basic plan document, any Funding Vehicle Documentation, and any attached agreements, appendices or addenda, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER: IDENTIFICATION**

   Name: Cornell University
   Address: 130 Day Hall, Ithaca, New York 14853
   EIN: 15-0532082
   Type of Entity: Code Section 501(c)(3) Organization
   Name of Plan: Cornell University Tax-Deferred Annuity Plan
   Plan Number: 003

2. **TYPE OF 403(b) PLAN (1.66).** This Plan is a combination Annuity Contract Plan (Code §403(b)(1)) and Custodial Account Plan (Code §403(b)(7)).

3. **ERISA PLAN (1.32).** ERISA applies to this Plan.

4. **PLAN/LIMITATION YEAR (1.52, 1.44).** Plan Year and Limitation Year mean the 12-month period ending every December 31.

5. **EFFECTIVE DATE (1.21).** This is a restated plan. The original Effective Date of the Plan was July 1, 1976. The Effective Date of this restatement is January 1, 2009.

6. **CONTRIBUTION TYPES (1.13).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan:

   • **Pre-Tax Deferrals;** provided, however, that Eligible Employees who are employed in Puerto Rico shall not be permitted make pre-tax deferrals to this Plan.

   • **Employee (after-tax);** provided, however, that only those Eligible Employees who are employed in Puerto Rico shall be permitted to make Employee (after-tax) Contributions to this Plan.
7. **EXCLUDED EMPLOYEES (1.34)**. The following Employees are Excluded Employees and are not Eligible Employees.

- Employees who are classified by the Employer as Student Employees are Excluded Employees as to all Contribution Types.
- An Eligible Employee who is employed in Puerto Rico shall be excluded from those provisions of the Plan that permit pre-tax elective deferrals. Eligible Employees who are employed in Puerto Rico may elect to participate in the Plan by authorizing after-tax contributions to the extent permitted by the Code.

8. **COMPENSATION (1.12)**. The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions: Compensation shall mean base salary, plus overtime, summer session salary, and all other forms of compensation included in the Participant's gross income.

9. **PLAN YEAR/PARTICIPATING/POST-SEVERANCE/DEEMED INCLUDIBLE COMPENSATION (1.12(I), (J), (K) AND (N))**. Compensation under Election 8 includes only Participating Compensation.

10. **EXCLUDED COMPENSATION (1.12(H))**. See Elections 8 and 9.

11. **ROTH CONTRIBUTIONS (3.02(F))**. Roth deferrals/contributions are not permitted.

12. **PREDECESSOR EMPLOYER (1.63)**. No elective Predecessor Employer Service crediting applies under the Plan.

13. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A))**. An Employee (other than an Excluded Employee) becomes a Participant in the Plan on his/her first day of employment with the Employer.

14. **ELIGIBILITY/MATCHING AND NONELECTIVE CONTRIBUTIONS (2.01(B))**. Reserved

15. **YEAR OF SERVICE – ELIGIBILITY (2.02(A))**. Reserved.

16. **ENTRY DATE (2.02(D))**. Reserved

17. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D))**. Reserved.

18. **SALARY REDUCTION AGREEMENT (1.61)**. A Participant may make an election to defer his/her Compensation and have it contributed to the Plan. The Participant prospectively may modify or revoke a Salary Reduction Agreement, or may file a new Salary Reduction Agreement following a prior revocation, at least once per Plan Year or more frequently as specified in the Plan's Salary Reduction Agreement. The Salary Reduction Agreement also may specify a maximum or minimum deferral limit and other conditions.
19. **AUTOMATIC DEFERRALS (3.02(B)).** The automatic deferral provisions of Section 3.02(B) do not apply.

20. **QACA AUTOMATIC DEFERRALS (3.04(J)).** The QACA provisions of Section 3.04(J) do not apply.

21. **CATCH-UP DEFERRALS (3.02(D) and (E)).** A Participant otherwise eligible to do so may make the following Catch-Up Deferrals to the Plan: Age 50 Catch-Up and Qualified Organization Catch-Up.

22. **MATCHING CONTRIBUTIONS (EXCLUDING SAFE HARBOR MATCH AND ADDITIONAL MATCH UNDER SECTION 3.04) (3.03(A)).** Reserved.

23. **MATCHING CATCH-UP DEFERRALS (3.03(B)).** Reserved.

24. **SAFE HARBOR CONTRIBUTIONS/ADDITIONAL MATCHING CONTRIBUTIONS (3.04).** Reserved.

25. **NONELECTIVE CONTRIBUTIONS (AMOUNT/TYPE) (3.05(A)).** Reserved.

26. **NONELECTIVE CONTRIBUTION ALLOCATION (3.05(B)).** Reserved.

27. **ALLOCATION CONDITIONS (3.06(B)).** The Plan does not apply any allocation conditions to any contributions.

28. **ALLOCATION CONDITIONS – APPLICATION/WAIVER/SUSPENSION (3.06(D)/(F)).** Reserved.

29. **FORFEITURE ALLOCATION METHOD (3.07(A)).** The Plan Administrator will allocate a Participant forfeiture attributable to Nonelective Contributions or to Matching Contributions as follows: Not applicable; the Employer does not make Nonelective Contributions or Matching Contributions to this Plan.

30. **FORFEITURE ALLOCATION TIMING (3.07(B)).** Once a forfeiture occurs, this Election 30 determines the timing of the forfeiture allocation.

31. **EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.10).** The following additional elections apply to Employee Contributions. The Plan permits Employee Contributions subject to the following limitations, in addition to those already imposed under the Plan: Only Eligible Employees who are employed in Puerto Rico shall be eligible to make Employee Contributions (i.e., after-tax contributions) to the Plan.

32. **ANNUAL TESTING ELECTIONS (4.05(B)).** The Employer makes the following Plan specific annual testing elections under Section 4.05(B). These elections are effective for the Plan Years indicated and remain in effect until the Employer amends the Plan. The top-paid group election does not apply. The calendar year data election for fiscal year plans does not apply. The ACP test applies using the prior year testing method.
33. **NORMAL RETIREMENT AGE (5.01).** A Participant attains Normal Retirement Age under the Plan on the date the Participant attains age 65 (which may not exceed age 65).

34. **ACCELERATION ON DEATH OR DISABILITY (5.02).** Under Section 5.02, if a Participant incurs a Severance from Employment as a result of death or Disability apply 100% vesting.

35. **VESTING SCHEDULE (5.03).** A Participant is 100% Vested at all times in all Accounts.

36. **YEAR OF SERVICE - VESTING (5.05).** Reserved.

37. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** Reserved.

38. **INDIVIDUAL/GROUP ACCOUNTS (6.01).** The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any group Accounts, Elections 39-44 apply. As to any individual Accounts, a Participant will make distribution elections as provided in the Plan's distribution forms and consistent with the requirements of Article VI.

39. **MANDATORY DISTRIBUTION (6.01(F)).** The Plan will not make a Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment.

40. **SEVERANCE DISTRIBUTION TIMING (6.01(B)).** A Participant is entitled to a distribution following Severance from Employment as soon as administratively practicable immediately following Severance from Employment.

41. **DISTRIBUTION METHOD (6.03).** A Participant who has incurred a Severance from Employment and who will receive a distribution other than a Mandatory Distribution may elect distribution under one of the following method(s) of distribution described in Section 6.03:

   - **Describe:** Subject to the distribution requirements of Article VI, a Participant may make any election as to timing and form of distribution provided in the Vendor Documentation (or any other agreement or form referenced in the Vendor Document).

42. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04).** The joint and survivor annuity distribution requirements of Section 6.04 apply to all Participants per the Employer's election.
43. DISTRIBUTION PRIOR TO SEVERANCE/EVENTS (6.01(D)). A Participant, prior to Severance from Employment may elect any of the following distribution options in accordance with Section 6.01(D). (Note: If the Employer elects any in-service distribution option, a Participant may elect to receive one in-service distribution per Plan Year unless the Plan's in-service distribution form provides for more frequent in-service distributions. References to Deferrals include all Elective Deferrals. References to Annuities are to 403(b)(1) annuities other than Elective Deferral Accounts. References to Funds are to custodial accounts other than Elective Deferral Accounts. References to RIAs are to Retirement Income Accounts other than Elective Deferral Accounts.)

- **Age 59-1/2** is available for: all Accounts.
- **Hardship** (safe harbor) is available for Deferrals.
- **Disability** is available for: all Accounts.
- **Describe**: Participants who are eligible for and are participating in the Employer's Phased Retirement Program may elect unlimited distributions from all Accounts.

44. IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)).

45. FACA PERMISSIBLE WITHDRAWALS (6.01(D)(7)). Reserved.

46. ALLOCATION OF EARNINGS (7.04(B)(4)). The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, the Plan allocates Earnings using the following method:

- The **Daily** method applies to all contributions.

47. VALUATION DATES (7.04(B)(2)). The Plan does not consist solely of individual Custodial Accounts or individual Annuity Contracts. The Plan includes a group Account. As to any individual Accounts, apply the individual Account method described in Section 7.04(B)(4)(d). As to any group Accounts, in addition to the last day of the Plan Year, the Vendor must value the Funding Vehicle on the following Valuation Date(s):

- With respect to all contributions, use daily valuation dates. Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Vendor is conducting business.

48. LOANS (7.06). Participants may elect to borrow from the Plan, subject to the limitations of Applicable Law and the applicable Funding Vehicle Documentation.
PLAN EXECUTION

Name of Employer: Cornell University

Signed: [Signature]

Date: 12-11-08
PARTICIPATION AGREEMENT

[X] Check here if not applicable and do not complete the balance of this page.

The undersigned Related Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement. The Participating Employer also hereby consents to the signatory Employer's sole authority to amend, to restate or to terminate the Plan or to terminate the Participating Employer's participation in the Plan, in accordance with Section 1.27.

50. PARTICIPATION EFFECTIVE DATE. The Participating Employer's adoption of this Plan is effective as of: ________________________________.

51. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES: ________.

Name of Participating Employer: __________________________

Date: ____________________________________________

Signed: __________________________________________

[print representative name/title]

Acceptance by the Signatory Employer.

Name of Signatory Employer: __________________________

Date: ____________________________________________

Signed: __________________________________________

[print representative name/title]

[Note: Each Participating Employer must execute a separate Participation Agreement.]
APPENDIX A

52. FUNDING VEHICLES (8.01). The Employer will make contributions (including deferrals) to the following Vendors:

[Note: The Employer may add or delete vendors from this list without the need of a Plan amendment.]

1. TIAA-CREF

2. Fidelity Management Trust Company and its affiliates

3. 

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