

THIRD AMENDMENT

TO

MISSISSIPPI STATE UNIVERSITY 403(b) PLAN

The Mississippi State University 403(b) Plan is amended, effective as of January 1, 2013, as follows:

1. Section 3.02 is hereby amended in its entirety, as follows::

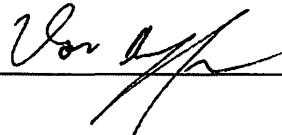
3.02 Special Section 403(b) Catch-up Limitation for Employees With 15-Years of Service

The terms of the Individual Agreements notwithstanding, the applicable dollar amount under section 3.01 shall not be increased as otherwise permitted pursuant to section 402(g)(7) of the Code.

IN WITNESS WHEREOF, Mississippi State University has caused this Third Amendment to the Mississippi State University 403(b) Plan to be executed by its duly authorized representative this 26 day of Nov, 2012.

MISSISSIPPI STATE UNIVERSITY

By: _____



Title: _____

Don Burton
Director of Procurement and Contracts

2081

RESOLUTIONS OF
403(b) Plan Sponsor
MISSISSIPPI STATE UNIVERSITY

WHEREAS, Mississippi State University (the "Sponsor") maintains the Mississippi State University 403(b) Plan (the "Plan"), for the exclusive benefit of its employees; and

WHEREAS, contrary to the provisions of Section 4.01 of the Plan, the Variable Annuity Life Insurance Company continued to process participant loans after January 1, 2009, causing the Plan to experience an operational failure; and

WHEREAS, the Sponsor desires to correct the aforementioned operational failure in a manner consistent with the guidance issued by the Internal Revenue Service in Revenue Procedure 2008-50, which permits correction, under certain conditions, by retroactively amending the Plan to provide for the loans that were wrongly given; and

WHEREAS, the 403(b) Plan Sponsor has reviewed a draft of the Second Amendment to the Plan, a copy of which is attached hereto, and has found such Amendment to be suitable in all respects for the purposes aforesaid;

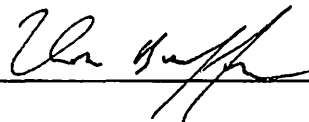
These premises considered;

NOW, THEREFORE, BE IT RESOLVED, that the Second Amendment is hereby adopted, to be effective as of January 1, 2009; and

RESOLVED FURTHER, that Don Burkum is hereby authorized, empowered and directed to execute the Amendment on behalf of the Sponsor, and to execute such papers, documents and instruments and do any and all such acts as shall be necessary, proper and convenient to effectuate the purposes of these resolutions, including, when possible and appropriate, submission of the Plan to the Internal Revenue Service for a determination letter.

Date: _____

11/9/12



Director of Procurement and Contracts

MISSISSIPPI STATE UNIVERSITY
AUTHORIZED VENDOR SERVICE AGREEMENT

WHEREAS, Mississippi State University (the "Employer") has established and maintains the Mississippi State University 403(b) Plan (the "Plan"), a program for eligible employees intended to qualify under §403(b) of the Internal Revenue Code Internal Revenue Code of 1986, as amended (hereinafter called the "Code"); and

WHEREAS, The Variable Annuity Life Insurance Company (the "Vendor") is authorized pursuant to State and Federal law to offer and has offered to provide tax-deferred annuity contracts or custodial accounts for eligible employees of the Employer;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Employer certifies that it is an eligible employer for the purposes of sponsorship of a 403(b) plan, and that it will make the 403(b) plan available to all eligible employees in accordance with IRC §403(b)(12)(ii).
2. As Sponsor of the Plan, the Employer agrees to the following:
 - A. The Employer shall make available tax-deferred annuities and/or custodial accounts to all of its employees, except those excluded under the terms of the Plan, as permitted under Code §403(b)(12), subject to an annual minimum contribution of no more than \$200, as set forth in Code §403(b)(12).
 - B. The Employer shall give to the Vendor a copy of the Plan document, including a list of all Vendors approved to do business under the Plan. The Employer further represents to the Vendor that it will timely notify the Vendor in writing in the event that it ceases to be an eligible employer under Code §403(b) or to maintain the Plan or of any changes to the list of approved Vendors.
3. The Vendor agrees that it will, upon receiving a copy of the written Plan document, comply with the terms and conditions of the Plan, provided that such document may not modify the rights of the participant or Employer under the annuity contract or custodial account without the consent of the Vendor and, where applicable, the participant.
4. The Vendor and the Employer shall exchange information necessary for compliance with the requirements of IRC §403(b) and other applicable laws and regulations, including, but not limited to, information on employee status, contributions and transactions made to or from the Vendor's or other 403(b) annuity contracts and/or custodial accounts under the Plan, information on distributions, exchanges, loans and hardship withdrawals (as permitted under the provisions of the Plan), and any other information necessary to facilitate the operation of the Plan, tax compliance and reporting.
5. The Vendor agrees that the custodial accounts or annuity contracts shall comply with the provisions of applicable laws and regulations and further certifies that such custodial accounts or annuity contracts shall be made available for any eligible Employee.
6. In connection with the annuities or custodial accounts, the Vendor shall provide the following administrative services. The Vendor agrees to:
 - A. Calculate the maximum annual contribution permitted by law under the 403(b) program for employees contributing to a 403(b) product offered by the Vendor, upon: (i) enrollment, (ii) non-automatic increases in deferrals, if the Vendor is notified in advance thereof, or (iii) request by the Employer or employee. This calculation shall include calculation of the limits under Code sections 415(c), 402(g) and 414(v), as applicable to 403(b) programs. In performing the calculation, the Vendor is entitled to rely on information provided by the participant and/or the Employer. Subject to the accuracy of information provided by the Employee, the Vendor certifies the accuracy of any calculation provided by Vendor, its agent, or other designee.
 - B. Review salary reduction contributions, as identified to the Vendor by the Employer, for each employee directing contributions to a Vendor annuity or custodial account, at the end of each year,

and notify the Employer within a reasonable time thereafter if any employee has contributed in excess of the elective deferral limit of Code §402(g), as applicable to 403(b) programs and as set forth in the Vendor's annuity contract or custodial account. In calculating the Code §402(g) limit, the Vendor is entitled to rely on information provided by the participant and/or the Employer concerning qualification for and the calculation of the elective cap expansion under Code §402(g)(7).

- C. Notify participants of the minimum distribution requirements under Code §403(b)(10) and §401(a)(9) and the regulations promulgated thereunder. Required minimum distributions will be calculated in a manner consistent with the methodology set forth under the Code and underlying Treasury regulations.
- D. Based upon information provided by the Employer and/or the employee, limit distributions to those events described in §403(b)(11), or §403(b)(7) and the regulations promulgated thereunder as applicable, and as set forth in the Plan and the Vendor's annuity contract or custodial account. Any additional Plan restrictions, where appropriate, will be applied, provided that they are communicated to the Vendor in advance and in writing.
- E. Report benefit distributions and deemed distributions on IRS Form 1099-R, and withhold Federal income taxes on distributions meeting the requirements of Paragraph 4(D) of this Agreement, as requested by the participant or the participant's beneficiary, or as required by law.
- F. Provide employees with notice of their rights to elect a direct rollover or to receive the distribution directly, within a reasonable time and prior to making an eligible rollover distribution, consistent with §403(b)(8), §402(f) and regulations promulgated thereunder.
- G. To the extent loans are available under the terms of the Plan and the Vendor's annuity or custodial account, offer nontaxable loans that are consistent with the requirements of Code §72(p) and the regulations thereunder. The Employer and the Vendor shall agree upon procedures for confirming that the loan being requested, when added to any other loans under the plans of the Employer, will not cause the participant to exceed the maximum nontaxable loan amounts available under the Code or the terms of the Plan, and/or that the participant has no loan defaults with another account under the Plan or under another plan which is required to be aggregated with the plan for purposes of applying this limitation.
- H. Furnish to employees upon request, information concerning the terms and provisions of the annuity or custodial account purchased, including any distribution options available at the time of retirement or distributions other than at retirement.
- I. For any qualifying insurance product offered under the Plan, verify that the premiums paid for any qualified incidental insurance offered by the Vendor through the allocation of contributions or other amounts held under the Plan are within the limits specified by law, and report the appropriate costs incurred by employees who participate in the Vendor's qualified incidental insurance, if any. Such reporting will comply with the reporting requirements promulgated by the Internal Revenue Service.
- J. Extend its full and complete cooperation in providing data to the Employer, including any and all necessary documents required in the event of an audit by the Internal Revenue Service, as such data and/or documents are requested by the Employer for the sole purpose of administering the Plan in conformity with requirements of the Code. The data and/or documents provided will reflect information as identified to the Vendor by the Employer, and will be provided to the extent reasonably available from records maintained by the Vendor in the ordinary course of business. The Employer acknowledges that its release of such data or documents may be subject to applicable federal and/or state privacy limitations, and that release by the Vendor of certain information may be subject to participant consent.
- K. Cooperate in the correction of any defects in the Employer's 403(b) program under applicable Internal Revenue Service guidance regarding correction and self-correction of applicable defects to the extent those defects relate to annuity contracts issued by or custodial accounts maintained by the Vendor. In the event that the Vendor identifies any operational defects in the ordinary course of business, the Employer hereby authorizes the Vendor to correct any such operational defects in the 403(b) program in a manner consistent with the applicable guidance.

- L. The Vendor also agrees to cooperate in the correction of any defects in the Employer's 403(b) program which the Employer submits to the IRS or addresses under applicable self-correction or audit programs, pursuant to applicable IRS guidance for such correction to the extent those defects relate to annuity contracts issued by or custodial accounts maintained by the Vendor, provided that (i) the Employer notifies the Vendor within a reasonable time in advance of a submission in accordance with the Employee Plans Compliance Resolutions System (EPCRS) program, and (ii) the Employer and the Vendor agree in advance as to the scope of the potential correction the Vendor will undertake, as it relates to annuity contracts or custodial accounts issued by the Vendor.
 - M. Comply, and to direct its agents and representative to comply, with all pertinent written directives regarding the solicitation of employees of the Employer and the purchase of annuities or custodial accounts, to the extent that such directions are consistent with applicable law and are provided to the Vendor within a reasonable time in advance of the enforcement of any such directives.
7. The Vendor shall maintain errors and omissions insurance for each of its agents, or shall require each of its agents to maintain errors and omissions insurance. The Vendor shall also maintain general corporate liability and fidelity coverage and provide proof thereof to the Employer upon request. All such insurance coverage shall be maintained while this Agreement remains in effect. The Vendor shall notify the Employer in writing within thirty (30) days of a termination of such coverage which occurs while this Agreement remains in effect, where the coverage is not replaced by similar coverage from another insurer.
8. The Vendor shall hold harmless and indemnify the Employer, any members of its governing board and employees from any claim, demand or suit which may arise out of, be connected with, or be made due to the Vendor's failure through negligence or otherwise, to fulfill its obligations under this Agreement. However, this indemnification shall not cover any claim, demand or suit based upon erroneous information provided by the Employer, its employees, former employees, or legal representatives of such parties, or any willful misconduct or negligence by such parties. The Vendor shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against the Employer based on any claim, demand or suit covered by this indemnification, provided that the Vendor indemnifying is notified by the Employer, in writing, within thirty (30) days of the Employer's receipt of such claim or demand. The Vendor's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
9. The Vendor shall hold harmless and indemnify the Employer, any members of its governing board and employees from any statutory tax penalties and/or interest on tax deficiencies or on statutory tax penalties, that may be lawfully imposed by any governmental authority by reason of: (i) the making of contributions to tax-sheltered annuity contracts or custodial account sold by the Vendor in excess of the limits on tax-deferred contributions imposed by the Code, if such excess contributions arise from an erroneous calculation of such contribution limits by the Vendor or a representative thereof; or (ii) any challenge to the tax-qualified status of the form of any annuity contracts or custodial accounts purchased from the Vendor on behalf of employees of the Employer.
- A. The paragraph directly above shall not apply if the event giving rise to the imposition of statutory tax penalties or interest: (i) is directly attributable to erroneous information furnished to the Vendor by the Employer or any employee thereof, or (ii) occurs after the Vendor has notified the Employer or the affected employee in writing of an error and either or both has failed or refused to take appropriate corrective action, or (iii) is directly attributable to the failure of the Employer to follow a legal requirement for the 403(b) program if the Employer has been duly notified in writing of such requirement and compliance therewith was beyond the control of the Vendor.
 - B. In the event that the Internal Revenue Service or other governmental authority notifies the Employer of any proposed action that could give rise to any claim against the Vendor under the Agreement, the Employer shall promptly notify the Vendor in writing of such proposed action. Following the Vendor's receipt of notification in writing of such proposed governmental action, the Vendor may discharge its liability under this Agreement by making appropriate payment to the Employer or affected employee at any time prior to the final disposition of the proposed governmental action; in such event, the Vendor shall not be liable for additional interest which may accrue with respect to the amount of the payment after the date thereof. If the Vendor concludes that the proposed governmental action is erroneous or unwarranted, it may request that the Employer or affected employee pursue available legal remedies to contest the proposed governmental action, in which case the Vendor shall offer to bear all reasonable fees and costs associated with the pursuit of such legal remedies.

10. The Vendor and the Employer reserve the right, upon thirty (30) days' written notice to the Employer or the Vendor, respectively, by Registered or Certified mail, to terminate this Agreement, but such termination shall in no manner affect any liability incurred under this Agreement prior to the effective date of such termination.

11. Notice under this Agreement shall be sent to the parties at the address listed below:

Vendor:

The Variable Annuity Life Insurance Company

2929 Allen Parkway

Houston, TX 77019

Employer:

Mississippi State University
Department of Human Resources Management
Box 9603
Mississippi State, Mississippi 39762

12. Salary Reduction Contributions shall be sent to the Vendor at

AIG Retirement

c/o Chase Bank

P.O. Box 201423

Houston, TX 77216-1423

13. This Agreement supersedes and replaces any and all prior written or oral agreements of the Vendor regarding the purchase of annuities or custodial accounts by the Employer for its employees.

14. This Agreement may be modified by either party to the Agreement in writing and by signature of both parties.

VENDOR:

The Variable Annuity Life Insurance Company

Name of Vendor

Joan Keller

Signature

Joan Keller

Name (Printed or Typed)

Vice President

Title

2/2/09

Date

MISSISSIPPI STATE UNIVERSITY

Don Buffum

Signature

Don Buffum

Name (Printed or Typed)

Director of Procurement and Contracts

Title

11/11/09

Date

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