

**HELPSIDE INC  
MULTIPLE EMPLOYER PARTICIPATION AGREEMENT**

*(Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XIV, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, the Lead Employer may execute a Participation Agreement with regard to its own Employees. See Section 14.2(B).)*

**Agreement as to Signatory/Lead Employer control.** The undersigned Related Employer (or non-Related Employer if this is a Multiple Employer Plan), 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 as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 14.2(B) and 14.11 as applicable.*

**A. PARTICIPATING EMPLOYER INFORMATION**

- a. Name: North Davis Prep Academy Inc.
- b. Address: 1591 West Hill Field Road  
Street  
Layton Utah 84041  
City State Zip
- c. Telephone: (801) 336-3601
- d. Taxpayer Identification Number (TIN): 76-0762107
- e. Fiscal Year end: December 31

**B. PLAN STATUS**

- f.  New plan for Participating Employer
- g.  Modification of existing Participation Agreement (i.e., plan restatement (without merger) or Employer's cessation of participation)
- h.  Restatement and merger (e.g., existing plan joining group)

**C. EFFECTIVE DATE(S)** (complete i. if new plan (f); complete i. AND either j. or l. if modification (g); complete i. and k. if plan is being restated and merged (h))

- i. **Initial Effective Date of Plan** January 1, 2009 (enter month day, year)
- j. **Modification/Restatement Effective Date.** January 1, 2022 (enter month day, year)
- k. **Restatement and Merger Effective Date.** \_\_\_\_\_ (enter month day, year)
  - 1. Name of plan being merged into this Plan: \_\_\_\_\_
- l.  **Cessation.** The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_.
- m.  **Different elections or special Effective Dates.** (Choose one.):
  - 1.  **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.
  - 2.  **Applies.** The Participating Employer is making different elections than those applicable to the Signatory/Lead Employer: The Participating Employer may attach additional pages as needed to indicate modified elections.
- n.  **Special effective dates** \_\_\_\_\_

**ALLOCATION OF CONTRIBUTIONS AND FORFEITURES**

Contributions and Forfeitures will be allocated together for Participating Employers (that are Affiliated Employers) unless a selection is made below (select all that apply at o. - q.; leave blank if none apply)

- o.  Contributions (other than matching contributions) made by the Participating Employer will only be allocated to Participants employed by such Participating Employer.
- p.  The Participating Employer may make a separate matching contribution on behalf of Participants employed by such Participating Employer.
- q.  Forfeitures of amounts attributable to a Participating Employer will only be used for the benefit of the Participants of such Participating Employer.

**D. THE PARTICIPATING EMPLOYER MAKES THE FOLLOWING ELECTIONS:**

12. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):

- 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at i. - p. below (optional), skip questions 13-19 and 23-33)
- 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - h.)

**Effective date**

3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Elective Deferrals** (Question 25). Also select below if Roth Elective Deferrals are permitted.
  - 1.  Roth Elective Deferrals (Plan Section 1.73)
    - a.  Special Effective Date for Roth Elective Deferrals (choose if applicable) \_\_\_\_\_  
(select if Roth deferrals added in addition to and after Elective Deferrals)
- c.  **401(k) "ADP test safe harbor contributions"** (Question 28)
  - 1.  **401(k) "ADP test safe harbor contributions"** (other than QACA "ADP test safe harbor contributions") (Match, Nonelective)
  - 2.  **QACA "ADP test safe harbor contributions"**
- d.  **Employer matching contributions** (Question 29)
- e.  **Employer Nonelective Contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions and/or "prevailing wage contributions") (Questions 30-31)
- f.  **Rollover contributions** (Question 43)
- g.  **After-tax voluntary Employee contributions** (Question 44)
- h.  **SIMPLE 401(k) contributions** (Plan Section 13.1) (may not be selected with 12.c., 12.d., 12.e., or 12.g.)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- i.  **Pre-tax Elective Deferrals**
- j.  **Roth Elective Deferrals**
- k.  **401(k) "ADP test safe harbor contributions"**
- l.  **Employer matching contributions**
- m.  **Employer Nonelective Contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions)
- n.  **Rollover contributions**
- o.  **After-tax voluntary Employee contributions**
- p.  **SIMPLE 401(k) contributions**

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.28) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 14).
- b.  **Exclusions - same for all contribution types.** The following Employees are not Eligible Employees for all contribution types (select one or more of e. - p. below):
- c.  **Exclusions - different exclusions apply.** The following Employees are not Eligible Employees for the designated contribution types (select one or more of d. - p. below; also select column 1. OR all that apply of columns 2. - 4. for each exclusion selected at d. - n.) (may only be selected with 401(k) Plans):

**NOTE: For 401(k) Plans - Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective includes QNECs. "ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the exclusions for Elective Deferrals except as provided in Question 28.**

Exclusions	1. All Contributions	2. Elective Deferrals/SH	3. Matching	4. Nonelective
d. <input type="checkbox"/> No exclusions	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input checked="" type="checkbox"/> Union Employees (Plan Section 1.28(d))	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
f. <input checked="" type="checkbox"/> Nonresident aliens (Plan Section 1.28(e))	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Highly Compensated Employees (Plan Section 1.41)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
h. <input checked="" type="checkbox"/> Leased Employees (Plan Section 1.49)	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> Residents of Puerto Rico	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> Interns (Plan Section 1.28(g))	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> Part-time Employees (Plan Section 1.28(f)) A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period. See _____	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
l. <input type="checkbox"/> Temporary Employees A temporary Employee is categorized as a temporary Employee if the Employer's payroll record shows the Employee's service below _____				<input type="checkbox"/>
m. <input type="checkbox"/> Seasonal Employees (Plan Section 1.28(f)) A seasonal Employee is categorized as a seasonal Employee if the Employer's payroll record shows the Employee's service below _____				<input type="checkbox"/>
n. <input type="checkbox"/> Other: _____				<input type="checkbox"/>

(must (1) be definitely determinable and may not be based on age or length of service (except in a manner consistent with k., l., and m. above) or level of Compensation, (2) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder and, (3) if using the average benefits test to satisfy Code §410(b) coverage testing, must be a reasonable classification within the meaning of Regulation §1.410(b)-4(b)).

- o.  Other: \_\_\_\_\_ (must (1) specify contributions to which exclusions apply, (2) be definitely determinable and not based on age or length of service (except in a manner consistent with k., l., and m. above) or level of Compensation, (3) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder, and (4) if using the average benefits test to satisfy Code §410(b) coverage testing, be a reasonable classification within the meaning of Regulation §1.410(b)-4(b)).
- p.  **Code §410(b)(6)(C) inclusion.** The Code §410(b)(6)(C) exclusion set forth in Plan Section 1.28 will not apply with respect to the following (such Employees must still satisfy any applicable eligibility conditions) (select one):
1.  All Employees.
  2.  Only the following Employees \_\_\_\_\_ (e.g., those who became Employees due to the acquisition of the assets of ABC Company)

**NOTE:** If option k. – m. (part-time, temporary and/or seasonal exclusions) is selected, then any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 17.

14. **CONDITIONS OF ELIGIBILITY (Plan Section 3.1)**

- a.  **No age and service required.** No age and service required for all contribution types (skip to Question 15).
- b.  **Eligibility - same for all contribution types.** An Eligible Employee will be eligible to participate in the Plan for all contribution types upon satisfaction of the following (select one or more of e. - n. below):
- c.  **Eligibility - different conditions apply.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following either for all contribution types or to the designated contribution type (select one or more of d. - n. below; also select column 1. OR all that apply of columns 2. - 4. for each condition selected at d. - m.) (may only be selected with 401(k) Plans):

**NOTE: For 401(k) Plans** - Unless otherwise specified in this Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 43); Matching includes QMACs; and Nonelective includes QNECs. **"ADP test safe harbor contributions" (SH)**

(including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the conditions for Elective Deferrals except as provided in Question 28.

<b>Eligibility Conditions</b>	<b>1. All Contributions</b>	<b>2. Elective Deferrals/SH</b>	<b>3. Matching</b>	<b>4. Nonelective</b>
d. <input type="checkbox"/> No age and service required	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Age 20 1/2	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Age 21	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
g. <input checked="" type="checkbox"/> Age <u>18</u> (may not exceed 21)	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> _____(not to exceed 12) months of service (elapsed time)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> 1 Year of Service	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> 2 Years of Service	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> _____(not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least _____(not to exceed 1,000) Hours of Service are completed. If an Eligible Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in i. above.	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
l. <input checked="" type="checkbox"/> <u>2</u> (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Eligible Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in i. above.	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
m. <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
n. <input type="checkbox"/> Other: _____(e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply and satisfy the Notes below)				

**NOTE:** If m. or n. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and for Elective Deferrals, 1 Year of Service; for Employer matching and/or Nonelective Contributions, may not exceed 2 Years of Service. If more than 1 Year of Service is required for Employer matching and/or Nonelective Contributions, 100% immediate vesting is required.

**NOTE:** If the service requirement is or includes a fractional year, then, except in a manner consistent with k., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in k. above. In both cases, the Hours of Service method will be used for the 1 Year of Service override (e.g., options k. and l.) regardless of any contrary selection at Question 17.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

<b>Requirements waived</b>	<b>1. All Contributions</b>	<b>2. Elective Deferrals/SH</b>	<b>3. Matching</b>	<b>4. Nonelective</b>
o. <input type="checkbox"/> If employed on _____ the following requirements, and the entry date requirement, will be waived. (select a. and/or b. AND c. and/or d. if applicable) (for 401(k) plans, also select column 1. OR all that apply of columns 2. - 4.): a. <input type="checkbox"/> service requirement (may let part-time Eligible Employees into the Plan)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>

b.  age requirement  
 The waiver applies to any Eligible Employee unless c. selected below.

c.  waiver is for: \_\_\_\_\_  
 (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)

Such Employees will enter the Plan as of the above date unless d. selected below

d.  \_\_\_\_\_(specify a date)

p.  If employed on \_\_\_\_\_  OR

the following requirements, and the entry date requirement, will be waived. (select a. and/or b. AND c. and/or d. if applicable) (for 401(k) plans, also select column 1. OR all that apply of columns 2. - 4.):

a.  service requirement (may let part-time Eligible Employees into the Plan)

b.  age requirement

The waiver applies to any Eligible Employee unless c. selected below.

c.  waiver is for: \_\_\_\_\_  
 (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)

Such Employees will enter the Plan as of the above date unless d. selected below

d.  \_\_\_\_\_(specify a date)

**Amendment or restatement to change eligibility requirements**

q.  This amendment or restatement (or a prior amendment or restatement) modified the eligibility and/or entry date requirements and the prior eligibility and/or entry date conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility and entry date conditions set forth above.

1.  The modified eligibility and entry date conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.

2.  The modified eligibility and entry date conditions above only apply to individual s who were hired on or after the effective date of the modification.

15. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

a.  **Entry date same for all contribution types.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for all contribution types as of the entry date selected below (select one of c. - k.) (for 401(k) plans, h. and i. are not permitted for all contribution types):

b.  **Entry date - different dates apply.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for the designated contribution type as of the entry dates selected below (select one or more of c. - k. below; also select all that apply of columns 2. - 4. for each entry date selected at c. - j.) (may only be selected with 401(k) Plans)

**NOTE: For 401(k) Plans -** Option g. below can only be selected when eligibility for Elective Deferral purposes is six months of service or less and age is 20 1/2 or less. Options g.3. and g.4. may be selected when eligibility is 1 1/2 Years of Service or less and age is 20 1/2 or less and the Plan provides for 100% vesting.

**NOTE: For 401(k) Plans -** Unless otherwise specified in this Section or any other Section, Elective Deferrals include Roth Elective Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 43); Matching includes QMACs; and Nonelective includes QNECs. **"ADP test safe harbor contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the provisions for Elective Deferrals except as provided in Question 28.**

		1.	2.	3.	4.
		All	Elective	Matching	Nonelective
Entry Date		Contributions	Deferrals/SH		
c. <input type="checkbox"/>	Date requirements met	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input checked="" type="checkbox"/>	First day of the month coinciding with or next following date requirements met	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- e.  First day of the Plan Year quarter coinciding with or next following date requirements met  **OR**
- f.  First day of Plan Year or first day of 7th month of Plan Year coinciding with or next following date requirements met  **OR**
- g.  First day of Plan Year coinciding with or next following date requirements met  **OR**
- h.  First day of Plan Year in which requirements met N/A N/A
- i.  First day of Plan Year nearest date requirements met N/A N/A
- j.  Other:  **OR**

(must be definitely determinable and satisfy Note below)

- k.  Other: \_\_\_\_\_ (must specify contributions to which the conditions apply, must be definitely determinable, and must satisfy the Note below)

**NOTE:** If j. or k. above is selected, then it must be completed in a manner that ensures an Eligible Employee who has satisfied the maximum age (21) and service requirements (1 Year (or Period) of Service (or more than 1 year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

**SERVICE**

- 16. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS** (Plan Sections 1.62 and 1.88)
  - a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 17).
  - b.  Service with the designated employers is recognized as follows (select c. - f. and one or more of columns 1. - 3.; choose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option k. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

	1. Eligibility	2. Vesting	3. Contribution Allocation
<b>Other Employer</b>			
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Any entity or business the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Limitations**

- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)
- h.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.62 and 1.88 regardless of any selections above.

- 17. **SERVICE CREDITING METHOD** (Plan Sections 1.62 and 1.88)

**NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.88 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.

2. Hours of Service (Plan Section 1.43) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used).
  3. For eligibility purposes, the computation period will be as defined in Plan Section 1.88 (i.e., shift to the Plan Year if the eligibility condition is 1 Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. The one-year hold-out rule after a 1-Year Break in Service will not be used.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 18)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service.
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distributions and contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees)
4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
- a.  all purposes
  - b.  the following purposes (select one or more):
    1.  eligibility to participate
    2.  vesting
    3.  allocations, distributions and contributions
- c.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable and nondiscriminatory ; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service. NOTE: Must not list more than 1,000 hours in this Section.) This servicing credit provision will be used for:
1.  All purposes
  2.  The following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions

**VESTING**

18. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
- a.  N/A (no Employer Nonelective Contributions (other than "prevailing wage contributions")) (for 401(k) plans, also no matching contributions or QACA "ADP test safe harbor contributions") (skip to Question 20)
  - b.  The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, option I. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.  
**Vesting waiver.** Employees who were employed on the date(s) indicated below and were Participants as of such date are 100% Vested. For Participants who enter the Plan after such date, the vesting provisions selected below apply (leave blank if no waiver applies):
    - 1.  For all contributions. The vesting waiver applies to all contributions if employed on \_\_\_\_\_ (enter date)
    - 2.  For designated contributions. The vesting waiver applies to (select one or more) (may only be selected with 401(k) Plans):
      - a.  Employer Nonelective Contributions if employed on \_\_\_\_\_
      - b.  Employer matching contributions if employed on \_\_\_\_\_
      - c.  QACA "ADP test safe harbor contributions" if employed on \_\_\_\_\_

**Vesting for Employer Nonelective Contributions**

- c.  N/A (no Employer Nonelective Contributions (other than "prevailing wage contributions"); skip to f.) (may only be selected with 401(k) Plans)
- d.  100% vesting. Participants are 100% Vested in Employer Nonelective Contributions upon entering Plan (required if eligibility requirement is greater than 1 Year (or Period) of Service).
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer Nonelective Contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - 5.  Other - Must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Vesting for Employer matching contributions (may only be selected with 401(k) Plans)**

- f.  N/A (there are no Employer matching contributions that can be subject to a vesting schedule; skip to j.)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan. (required if eligibility requirement is greater than 1 Year (or Period) of Service)
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  - 1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  - 2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  - 3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  - 4.  3 Year Cliff: 0-2 years-0%; 3 years-100%
  - 5.  Other - must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Vesting for QACA safe harbor contributions (may only be selected with 401(k) Plans)**

- j.  N/A (no QACA "ADP test safe harbor contributions"; skip to Question 19)
- k.  100% vesting. Participants are 100% Vested in QACA "ADP test safe harbor contributions" upon entering Plan (skip to Question 19).
- l.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to the Participant's Qualified Automatic Contribution Safe Harbor Account:
  - 1.  100% after two years: 0-1 year-0%; 2 years-100%



2.  Other - Must be at least as liberal as 1. above in each year:

Years (or Periods) of Service	Percentage
Less than 1	_____ %
1	_____ %
2	100%

19. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))  
 b.  Service prior to the computation period in which an Employee has attained age 18

**Vesting for death, Total And Permanent Disability and Early Retirement Date.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- c.  Death  
 d.  Total and Permanent Disability  
 e.  Early Retirement Date

**NOTE:** Unless otherwise elected at option v. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the options above apply to QACA "ADP test safe harbor contributions," if any, as well as to Employer Nonelective Contributions and matching contributions.

**RETIREMENT AGES**

20. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means:

- a.  **Specific age.** The date a Participant attains age \_\_\_\_\_ (see Note below).  
 b.  **Age/participation.** The later of the date a Participant attains age 65 (see Note below) or the 5th (not to exceed 5th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

**NOTE:** A Participant's age specified above may not exceed 65 and, if this Plan is a Money Purchase Pension Plan or includes transferred pension assets, a Participant's age may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but may be no less than age 55. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants work.

21. NORMAL RETIREMENT DATE (Plan Section 1.56) means, with respect to any Participant, the:

- a.  date on which the Participant attains "NRA"  
 b.  first day of the month coinciding with or next following the Participant's "NRA"  
 c.  first day of the month nearest the Participant's "NRA"  
 d.  Anniversary Date coinciding with or next following the Participant's "NRA"  
 e.  Anniversary Date nearest the Participant's "NRA"  
 f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA")

22. EARLY RETIREMENT DATE (Plan Section 1.23)

- a.  N/A (no early retirement provision provided)  
 b.  Early Retirement Date means the:  
 1.  date on which a Participant satisfies the early retirement requirements  
 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements  
 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

**Early retirement requirements**

4.  Participant attains age \_\_\_\_\_  
**AND**, completes .... (leave blank if not applicable)  
 a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes  
 b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes

**COMPENSATION**

23. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.18 and 1.40).

**Base definition**

- 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:** Plan Sections 1.18(d) and 1.40 provide that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option h. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.18). Compensation will be adjusted by:

- g.  **No adjustments.** No adjustments to Compensation for all contribution types (skip to Question 24).
- h.  **Adjustments - same for all contribution types.** The following Compensation adjustments apply to all contribution types (select one or more of l. – v. below) (k. may also be selected for Profit Sharing Plans or Money Purchase Pension Plans):
- i.  **Adjustments - different adjustments apply.** The following Compensation adjustments for the designated contribution type (select one or more of k. – v. below; also select column 1. OR all that apply of columns 2. - 5. for each adjustment selected at j. – u.) (may only be selected with 401(k) Plans):

**NOTE: For 401(k) Plans** - Elective Deferrals include Roth Elective Deferrals, Matching includes QMACs and matching "ADP test safe harbor contributions" (including those made pursuant to a QACA), and Nonelective includes Profit Sharing contributions, Money Purchase Pension Plan contributions and QNECs unless specified otherwise. ADP Safe Harbor Nonelective includes nonelective "ADP test safe harbor contributions" (including those made pursuant to a QACA).

	1. All Contributions	2. Elective Deferrals	3. Matching	4. Nonelective	5. ADP Safe Harbor Nonelective
<b>Adjustments</b>					
j. <input type="checkbox"/> no Adjustments					]
k. <input type="checkbox"/> excluding salary reductions (401(k), 125, 132(f)(4) SEP, 414(h)(2) pickup					]
l. <input type="checkbox"/> excluding reimbursement expense, allowance benefits (cash or non-IRS Publication 15-B), expenses, deferred compensation (other than deferrals specified above) and welfare benefits					]
m. <input type="checkbox"/> excluding Compensation "determination period" Participant in the compensation Plan for which the deferral applies.					]
n. <input type="checkbox"/> excluding Compensation "determination period" Participant in any compensation Plan for which the deferral applies.					]
o. <input type="checkbox"/> excluding Military Differentials					]
p. <input type="checkbox"/> excluding amounts in excess of \$_____					]
a. <input type="checkbox"/> limited to HC selected for ADP Safe Harbor Plans)					

The following adjustments will require annual nondiscrimination testing.

q. <input type="checkbox"/> excluding overtime	[ ]	<b>OR</b>	[ ]	[ ]	[ ]	[ ]
r. <input checked="" type="checkbox"/> excluding bonuses	[X]	<b>OR</b>	[ ]	[ ]	[ ]	[ ]
s. <input type="checkbox"/> excluding commissions	[ ]	<b>OR</b>	[ ]	[ ]	[ ]	[ ]
t. <input type="checkbox"/> excluding Compensation paid by an Affiliated Employer that has not adopted this Plan	[ ]	<b>OR</b>	[ ]	[ ]	[ ]	[ ]
u. <input type="checkbox"/> other:	[ ]	<b>OR</b>	[ ]	[ ]	[ ]	[ ]

(e.g., describe Compensation from the

elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

- v.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a contribution source and Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

**NOTE:** If q., r., s., t., u., or v. is selected, the definition of Compensation could violate the nondiscrimination rules.

**NOTE:** For 401(k) Plans – q., r., s., t., u., or v. are not recommended if the Plan is using the ADP/ACP safe harbor provisions.

24. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a. - b.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
1.  Leave cash-outs will be **excluded**
  2.  Nonqualified unfunded deferred compensation will be **excluded**
  3.  Disability continuation payments will be **included** for:
    - a.  Nonhighly Compensated Employees only
    - b.  all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  4.  Other: \_\_\_\_\_ (must be definitely determinable and nondiscriminatory in accordance with Code §401(a)(4) and the regulations thereunder)
- b.  The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

**Plan Compensation (post-severance compensation adjustments)**

- c.  **Defaults apply.** For all contribution types, Compensation will **include** (to the extent provided in Plan Section 1.18 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans (skip to Question 25).
- d.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for all contribution types (may violate the nondiscrimination requirements) (skip to Question 25).
- e.  **Post-severance adjustments - same for all contribution types.** The defaults listed at c. apply except for the following for all contribution types (select one or more of i. - l. below):
- f.  **Post-severance adjustments - different adjustments apply.** The defaults listed at c. apply except for the following for the designated contribution type (select one or more of g. - l. below; also select column 1. OR all that apply of columns 2. - 5. for each adjustment selected at g. - l.) (may only be selected with 401(k) Plans):

Adjustments	1. All Contributions	2. Elective Deferrals	3. Matching	4. Nonelective	5. ADP Safe Harbor Nonelective
g. <input type="checkbox"/> Defaults apply	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> Exclude all post-severance compensation (may violate the nondiscrimination requirements)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> Regular pay will be <b>excluded</b> (may violate the nondiscrimination requirements)	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> Leave cash-outs will be <b>excluded</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. <input type="checkbox"/> Nonqualified unfunded deferred compensation will be <b>excluded</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. <input type="checkbox"/> Disability continuation payments will be <b>included</b> for:	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> NHCEs only					
b. <input type="checkbox"/> all Participants and the salary continuation will continue for					

the following fixed or  
determinable period: \_\_\_\_\_

- m.  Other: \_\_\_\_\_ (must be definitely determinable and nondiscriminatory in accordance with Code §401(a)(4) and the regulations thereunder.)

## CONTRIBUTIONS AND ALLOCATIONS

25. SALARY DEFERRAL ARRANGEMENT - ELECTIVE DEFERRALS (Plan Section 12.2) ( skip if Elective Deferrals NOT selected at Question 12.b.) (Roth Elective Deferrals are permitted if selected at Question 12.b.1)
- A. **Elective Deferral limit.** Each Participant may elect to have Compensation deferred by:
- a.  up to (select one):
- \_\_\_\_\_% of Compensation
  - \$ \_\_\_\_\_
- b.  from (select one):
- \_\_\_\_\_% to \_\_\_\_\_% of Compensation
  - \$ \_\_\_\_\_ to \$ \_\_\_\_\_
- c.  up to the maximum amount allowed by law (i.e., Code §§402(g) and 415)
- d.  **Minimum deferral amount.** A Participant's Elective Deferrals may not be less than: \_\_\_\_\_ (specify dollar amount (not greater than \$10,000) and/or percentage of Compensation (not greater than 10%)).
- B. **Additional Elective Deferral limits.** Regardless of the above limits (if any), the following apply (select all that apply; leave blank if none apply):
- e.  If a. or b. above is selected, a Participant may make a separate election to defer with respect to irregular pay (e.g., bonus)
- For purposes of the separate election, a Participant may elect to defer up to \_\_\_\_\_% of irregular pay (regardless of the limitation in a. or b. above)
- f.  For Participants who are HCEs determined as of the beginning of a Plan Year, then instead of 25.A. applying, the Elective Deferral limit is (must be equal to or lower than limit selected in 25.A.; may not be selected if HCEs are excluded at 13.g.1 or 13.g.2) (select one):
- \_\_\_\_\_% of Compensation
  - other: \_\_\_\_\_ (e.g., must be a specific limit that only applies to some or all HCEs)
- C. **Catch-Up Contributions** (Plan Section 1.15). May eligible Participants make Catch -Up Contributions?
- g.  No (skip to D. below)
- h.  Yes, and the following provisions apply:
- Matching Catch-Up Contributions.** Catch-Up Contributions will be taken into account in applying any matching contribution under the Plan unless selected below.
- Matching contributions will not be made for amounts attributable to Catch -Up Contributions (may not be selected if this Plan provides for matching "ADP test safe harbor contributions," "ACP test safe harbor matching contributions," or SIMPLE Plans)
- Special effective date** (choose if applicable)
- The effective date of the Catch-Up Contribution provisions is \_\_\_\_\_ (Enter special effective date. The special effective date of the CODA cannot be prior to the Effective Date of the Plan (6.a) or, if applicable, the Effective Date of the Restatement (6.b).)
- D. **Elective Deferral special effective date** (choose if applicable)
- The effective date of the Elective Deferral component of the Plan, which is also the first Entry Date for the Elective Deferral component of the Plan, is \_\_\_\_\_ (enter month day, year) Note: The date chosen may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan and the Employer must operationally begin taking deferrals from Compensation as soon as administratively feasible thereafter.
26. AUTOMATIC CONTRIBUTION ARRANGEMENT (Plan Section 12.2 and 12.9) (skip if Elective Deferrals are NOT selected at Question 12.b.)
- A. **Automatic Deferral provisions.** Will the Plan include Automatic Deferral provisions?
- a.  No (skip to Question 28)
- b.  Yes, this Plan includes (select one):
- A traditional Automatic Contribution Arrangement (not an Eligible Automatic Contribution Arrangement (EACA) or a Qualified Automatic Contribution Arrangement (QACA))
  - An Eligible Automatic Contribution Arrangement (EACA) but not a Qualified Automatic Contribution Arrangement (QACA)
  - A Qualified Automatic Contribution Arrangement (QACA) (a QACA, by definition, satisfies the requirements of an Eligible Automatic Contribution Arrangement (EACA)) (must be selected if QACA safe harbor contributions is selected at 12.c.2.)

B. **Participants subject to the Automatic Deferral provisions.** The Automatic Deferral provisions apply to Employees who become Participants on or after the effective date of these Automatic Deferral provisions, except as otherwise provided herein.

**Application to existing Eligible Employees.** If the effective date of these Automatic Deferral provisions is later than the date Elective Deferrals were first permitted under this Plan, then the following rules apply to Eligible Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions (if an EACA and not a QACA, see the Note below; select c. or d. and/or e.):

- c.  The Automatic Deferral provisions are either already an ongoing arrangement or will be implemented prospectively on a limited basis (if selected, do not select d.)
1.  **No existing Eligible Employees.** These Automatic Deferral provisions have applied since the date Elective Deferrals were first permitted under this Plan.
  2.  **No application to existing Participants.** These Automatic Deferral provisions do not apply to Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions. (may not be selected with QACA).
  3.  **New hires only (not applicable to QACA).** These Automatic Deferral provisions only apply to Employees whose employment commencement date (or reemployment commencement date) is on or following the effective date of these Automatic Deferral provisions or the following date:  
**Other effective date.** (optional; specify a date)  
 a.  \_\_\_\_\_
- d.  These Automatic Deferral provisions apply to existing Participants in accordance with the following (select one):
1.  **All Participants.** All existing Participants, regardless of any prior Salary Deferral Agreement.
  2.  **Affirmative Election of at least Automatic Deferral amount.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions that is at least equal to the Automatic Deferral amount.
  3.  **No existing Affirmative Election.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions.
- e.  Other (may not be used if a QACA): \_\_\_\_\_ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii))

**NOTE:** Option B.e. may be used to exclude other Participants from the Automatic Deferral provisions.

**NOTE:** If an EACA and not a QACA and c. is selected (i.e., EACA does not apply to existing Participants), then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply. In addition, the six-month period for relief from the excise tax will only apply if all HCEs and NHCEs are covered Employees under the EACA for the entire Plan Year (or for the portion of the Plan Year that such Employees are Eligible Employees under the Plan within the meaning of Code §410(b)).

C. **Automatic Deferral amount.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (select one):

- f.  \_\_\_\_\_% of Compensation for each payroll period (if a QACA, must not be more than 10% and may not be less than 3% if escalation provisions used in h.1. below or 6% if no escalation provisions are selected)
- g.  \$\_\_\_\_\_ for each payroll period (may not be selected if a QACA or EACA)
- h.  **QACA statutory minimum schedule** (may select even if Plan is not a QACA). Unless a modified QACA statutory schedule is selected below, the Employer will withhold from a Participant's Compensation each payroll period the percentage of Compensation set forth in the following, which is based on the Plan Year of application to a Participant: 1-2 years-3%; 3 years-4%; 4 years-5%; 5 or more-6%. (if selected, skip D.)
1.  The following modified QACA statutory schedule will apply (the limitations in the parentheses below only applies to QACAs):

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	_____ % (not less than 3)
2	_____ % (not less than 3)
3	_____ % (not less than 4)
4	_____ % (not less than 5)
5	_____ % (not less than 6 and not more than 10)
6	_____ % (not less than 6 and not more than 10)
7	_____ % (not less than 6 and not more than 10)
8	_____ % (not less than 6 and not more than 10)
9	_____ % (not less than 6 and not more than 10)
10 and thereafter	_____ % (not less than 6 and not more than 10)

- i.  **Other:** \_\_\_\_\_ (in order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in h. above throughout the Plan Year, and (iii) must not exceed 10% of Compensation)

D. **Escalation of Automatic Deferral amount** (may not be selected with 26.h.)

- j.  No escalation or Plan is a QACA (any escalation for a QACA must be set forth above)

- k.  **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below (may not be selected with h. above):
1.  by \_\_\_\_\_% point(s) of Compensation (choose a. below if applicable)
    - a.  up to a maximum of \_\_\_\_\_% of Compensation
  2.  by \$ \_\_\_\_\_ (may not be selected if an EACA; choose a. below if applicable)
    - a.  up to a maximum of \$ \_\_\_\_\_
  3.  other: \_\_\_\_\_ (in order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in h. above throughout the Plan Year, and (iii) must not exceed 10% of Compensation)

**Change Date**

4.  N/A (entry at k.3. includes timing provision)
5.  The escalation provision above will apply as of:
  - a.  each anniversary of the Participant's date of hire
  - b.  each anniversary of the Participant's Entry Date
  - c.  the first day of each Plan Year
  - d.  the first day of each calendar year
  - e.  other: \_\_\_\_\_ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement)

**First change date of application.** Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- f.  The escalation provision will apply as of the second change date period after the Participant first has contributions made pursuant to a default election.

**E. Other Automatic Deferral elections** (leave blank if none apply)

- i.  **Optional elections** (select one or more)

**Type of Elective Deferral.** The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below (may only be selected if Roth Elective Deferrals are selected at 12.b.1.):

1.  the Automatic Deferral is a Roth Elective Deferral
2.  other: \_\_\_\_\_ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

**Special effective dates** (optional; may choose one or both)

3.  The Automatic Deferral provisions set forth above are effective as of \_\_\_\_\_
4.  Other: \_\_\_\_\_ (If there are multiple retroactive special effective dates, complete this Question 26 based on the current Plan provisions and, if desired, duplicate this Question 26 and attach as an Appendix to indicate other special effective dates and the provisions that applied.)

**F. EACA elections** (skip if NOT a QACA or EACA)

**Permissible withdrawals.** Does the Plan permit Participant permissible withdrawals (as described in Plan Section 12.2(b)(4)) within 90 days (or less) of first Automatic Deferral?

- m.  No
- n.  Yes, within 90 days of first Automatic Deferral
- o.  Yes, within: \_\_\_\_\_ days (may not be less than 30 nor more than 90 days)

**Affirmative Election.** Will Participants who are eligible to defer (even if they have made 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)? (skip if a QACA)

- p.  Yes (if selected, then the annual notice must be provided to Participants)
- q.  No (if selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

**27. AUTOMATIC ESCALATION OF PARTICIPANTS WITH AFFIRMATIVE ELECTIONS**

The following Automatic Escalation provisions apply to Participants who have made an Affirmative Election (see Question 26 for Automatic Deferral provisions that apply to Participants who have made no Affirmative Election). (skip if Elective Deferrals are NOT selected at Question 12.b.)

**A. Automatic Escalation of Affirmative Elections.** Will the Plan automatically escalate Participants with an Affirmative Election?

- a.  No (skip to Question 28)
- b.  Yes. If Automatic Escalation applies to a Participant, this constitutes a provision that the Participant's affirmative election will expire annually.

Under a 401(k) plan, the plan may provide that an affirmative election expires annually. If a participant fails to complete a new affirmative election subsequent to their prior election expiring, the participant becomes subject to the default deferral percentage as outlined in this Election 27 and in Plan Section 12.2(l)(1). Each year, the participant can always complete a new affirmative election and designate a new deferral percentage.

B. **Participants affected.** The Automatic Escalation provisions apply to the following Participants with Affirmative Elections (select one of c., d., or e.):

- c.  **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect as of the effective date of these automatic deferral provisions to defer at least \_\_\_\_\_% of Compensation.
- d.  **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of these provisions to defer at least \_\_\_\_\_% of Compensation.
- e.  **Describe affected Participants:** \_\_\_\_\_ (the group of Participants must be definitely determinable and if an EACA (including a QACA) as elected in Question 26, must be uniform)

C. **Automatic Increases.** Affirmative Elections of Participants covered by this Question 27 will be increased as follows (select one):

- f.  **Same as Automatic Enrollment escalation.** The same escalation provisions selected in Question 26 apply to Participants covered by this Question 27 (if selected, skip the remaining Questions).
- g.  **Scheduled increases.** The Affirmative Election amount will increase as selected below
  - 1.  by \_\_\_\_\_% point(s) of Compensation (choose a. below if applicable)
    - a.  up to a maximum of \_\_\_\_\_% of Compensation
  - 2.  by \$ \_\_\_\_\_ (may not be selected if an EACA; choose a. below if applicable)
    - a.  up to a maximum of \$ \_\_\_\_\_
  - 3.  other: \_\_\_\_\_ (must be uniform if an EACA)

**Change Date**

- 4.  N/A (entry at g.3. includes timing provision)
- 5.  The escalation provision above will apply as of:
  - a.  each anniversary of the Participant's date of hire
  - b.  each anniversary of the Participant's Entry Date
  - c.  the first day of each Plan Year
  - d.  the first day of each calendar year
  - e.  other: \_\_\_\_\_

**First change date.** Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has an Affirmative Election subject to these provisions.

- f.  The escalation provision will apply as of the second change date after the Participant first has an Affirmative Election subject to these provisions.

D. **Other Automatic Escalation provisions** (leave blank if none apply)

h.  **Optional elections** (select one or more)

**Type of Elective Deferral.** The Automatic Escalation will be the same, or proportionate, type of Elective Deferral (i.e., Pre-Tax Elective Deferral or Roth Elective Deferral) as elected by the Participant in the Affirmative Election unless selected below (may only be selected if Roth Elective Deferrals are selected at 12.b.1.):

- 1.  the Automatic Escalation is a Roth Elective Deferral
- 2.  other: \_\_\_\_\_ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

**Special effective dates** (optional; may choose one or both)

- 3.  The Automatic Escalation provisions set forth above are effective on and after \_\_\_\_\_
- 4.  Other: \_\_\_\_\_ (If there are multiple retroactive special effective dates, complete this Question 27 based on the current Plan provisions and, if desired, duplicate this Question 27 and attach as an Appendix to indicate other special effective dates and the provisions that applied.)

28. 401(k) ADP TEST SAFE HARBOR PROVISIONS (Plan Sections 12.8 and 12.9) (skip if "ADP test safe harbor contributions" are NOT selected at Question 12.c.)

**NOTE:** If the Employer wants the discretion to determine whether the provisions will apply on a year-by-year basis, then the Employer may select 28.a. or b. and 28.d.3.

**NOTE:** If the Employer will make the safe harbor contribution to another plan, complete this Question 28 and mark 28.e. to specify the name of the plan to which the safe harbor contribution will be deposited.

A. **ADP and ACP test safe harbor.** For any Plan Year in which any type of matching contribution is made, will the "ADP and ACP test safe harbor" provisions be used?

- a.  No. Only the "ADP (and NOT the ACP) test safe harbor" provisions will be used.
- b.  Yes. Both the "ADP and ACP test safe harbor" provisions will be used for any Plan Year in which any type of matching contribution is made. (If selected, complete the provisions of the Adoption Agreement relating to Employer matching contributions (i.e., Question 29) that will apply, if any, in addition to any selections made in c. below. Also, no allocation conditions may be imposed at 29.E. unless no HCEs are eligible to receive the matching contribution)

B. **Safe harbor contribution.** The Employer will make the following "ADP test safe harbor contribution" for the Plan Year:

**NOTE:** The "ACP test safe harbor" is automatically satisfied if the only matching contribution made to the Plan is either, as described below, (1) a basic matching contribution (traditional or QACA) or (2) an enhanced matching contribution (traditional or QACA) that does not provide a match on Elective Deferrals in excess of 6% of Compensation.

c.  **Safe harbor matching contribution** (select one of 1. - 4. **AND** one of 5. - 9.). The Employer will make matching "ADP test safe harbor contributions" to the Account of each "eligible Participant" as elected below.

1.  **Traditional basic matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of 100% of the amount of the Participant's Elective Deferrals that do not exceed 3% of the Participant's Compensation, plus 50% of the amount of the Participant's Elective Deferrals that exceed 3% of the Participant's Compensation but do not exceed 5% of the Participant's Compensation.

2.  **Traditional enhanced matching contribution** (may not be selected if a QACA). The Employer will contribute an amount equal to the sum of:

a.  \_\_\_\_\_% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% (may not be less than 3% or may be less than 3% provided the rate of match will result in a matching contribution of at least 100% on Elective Deferrals up to 3%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus

b.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at a.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus

c.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at b.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

**NOTE:** a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making basic matching contributions (as defined in 28.c.1. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

3.  **QACA basic matching contribution.** The Employer will contribute an amount equal to the sum of 100% of a Participant's Elective Deferrals that do not exceed 1% of Participant's Compensation, plus 50% of the Participant's Elective Deferrals that exceed 1% of the Participant's Compensation but do not exceed 6% of the Participant's Compensation.

4.  **QACA enhanced matching contribution.** The Employer will contribute an amount equal to the sum of:

a.  \_\_\_\_\_% (may not be less than 100%) of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% (may not be less than 1%; if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus

b.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at a.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation, plus

c.  \_\_\_\_\_% of the Participant's Elective Deferrals that exceed \_\_\_\_\_% (must be the same % entered at b.) of the Participant's Compensation but do not exceed \_\_\_\_\_% (if over 6% or if left blank, the ACP test will still apply) of the Participant's Compensation.

**NOTE:** a., b. and c. must be completed so that, at any rate of Elective Deferrals, the matching contribution is at least equal to what the matching contribution would be if the Employer were making QACA basic matching contributions (as defined in 28.c.3. above), but the rate of match cannot increase as Elective Deferrals increase. For example, if a. is completed to provide a matching contribution equal to 100% of Elective Deferrals up to 4% of Compensation, then b. and c. need not be completed.

**Determination period.** The matching "ADP test safe harbor contribution" above will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

5.  the Plan Year (potential annual true-up required)

6.  each payroll period (no true-up)

7.  all payroll periods ending within each month (potential monthly true-up contribution required)

8.  all payroll periods ending within each Plan Year quarter (potential quarterly true-up required)

9.  each payroll unit (e.g., hour) (no true-up)

d.  **Safe harbor nonelective contributions** (select one)

1.  **3% contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" for the Plan Year to the Account of each "eligible Participant" in an amount equal to 3% of each Participant's Compensation.

2.  **Stated contribution.** The Employer will make a nonelective "ADP test safe harbor contribution" to the Account of each "eligible Participant" in an amount equal to \_\_\_\_\_% (may not be less than 3%) of each Participant's Compensation.

3.  **"Maybe" election.** The Employer may elect to make a nonelective "ADP test safe harbor contribution" after a Plan Year has commenced in accordance with the provisions of Plan Section 12.8(h). If this option



d.3. is selected, the nonelective "ADP test safe harbor contribution" will be required only for a Plan Year for which the Plan is amended to provide for such contribution and the appropriate supplemental notice is provided to Participants.

- e.  **Safe harbor contribution to another Plan.** The Employer will make a nonelective or matching "ADP test safe harbor contribution" to another defined contribution plan maintained by the Employer (specify the name of the other plan):  
\_\_\_\_\_

C. **Excluded Participants.** For purposes of the "ADP test safe harbor contribution," the term "eligible Participant" means any Participant who is eligible to make Elective Deferrals unless otherwise excluded below (leave blank if no exclusions):

f.  Exclusions (select one or more):

1.  Highly Compensated Employees (HCEs). The Employer may, however, make a discretionary "ADP test safe harbor contribution" and/or "ACP test safe harbor contribution" for any or all HCEs in a percentage that does not exceed the amount (or in the case of a matching "ADP test safe harbor contribution," the rate) provided to the NHCEs.
2.  Employees who have not satisfied the greatest minimum age and service conditions permitted under Code §410(a) (i.e., age 21 and 1 Year of Service), with the following deemed effective date of participation (if selected, the top-heavy exemption in Plan Section 12.8(f) will not apply):
  - a.  the earlier of the first day of the first month or the first day of the seventh month of the Plan Year immediately following the date such conditions are satisfied
  - b.  the first day of the Plan Year in which the requirements are met
  - c.  other: \_\_\_\_\_ (not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied)
3.  Union Employees (as defined in Plan Section 1.28)
4.  Other: \_\_\_\_\_ (must be an HCE or an Employee who can be excluded under the permissive or mandatory disaggregation rules of Regulations §§1.401(k)-1(b)(4) and 1.401(m)-1(b)(4); e.g., Employees who have not completed 6 months of service)

D. **Special effective dates** (may be left blank if no special effective dates need to be specified in this Plan) (select all that apply)

- g.  **Safe harbor provisions (other than QACA).** The "ADP and ACP test safe harbor" provisions are effective as of: \_\_\_\_\_ (enter the date the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions; generally must be the first day of a Plan Year or the date Elective Deferrals are first permitted).
- h.  **QACA provisions.** The QACA provisions are effective as of: \_\_\_\_\_ (enter the date the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions; generally must be the first day of a Plan Year or the date Elective Deferrals are first permitted)
- i.  **Other:** \_\_\_\_\_ (If there are multiple retroactive special effective dates, complete this Question 28 based on the current Plan provisions and then duplicate this Question 28 and attach as an Appendix to indicate the special retroactive effective dates and provisions that applied.)

E. **Elective Deferrals considered for matching contribution.** If a matching contribution is selected above, then the Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- j.  The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

29. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 12.1(a)(2) and Plan Section 12.12) (skip if matching contributions are NOT selected at Question 12.d.)

If the "ACP test safe harbor" provisions are being used (i.e., Question 28.b. is selected), then the Plan will only take into account Elective Deferrals up to 6% of Compensation in applying the matching contribution set forth below and the maximum discretionary matching contribution that may be made on behalf of any Participant is 4% of Compensation.

A. **Matching formula.**

a.  Employer matching contribution as follows (select 1. or 2.):

1.  **Flexible Discretionary Match.** A "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching for multiple(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirements of Section 12.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 29.A.a.1.a. below.

The discretionary matching contribution under this Question 29.A.a. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose a. if applicable.)

a.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 12.12.

Section 12.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" is made to the Plan for the Plan Year.

2.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's Elective Deferrals, plus (select a. or leave blank if not applicable):  
 a.  an additional matching contribution of a discretionary percentage determined by the Employer,  
 1.  but not to exceed \_\_\_\_\_% of Compensation (leave blank if not applicable). Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

**Matching limit on Elective Deferrals.** In determining the Employer matching contribution above, only the following will be matched. Elective Deferrals up to (select 3. OR 4.; leave blank if not applicable):

3.  the percentage or dollar amount specified below (select one or both)  
 a.  \_\_\_\_\_% of a Participant's Compensation.  
 b.  \$\_\_\_\_\_.  
 4.  a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants. Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

b.  **Discretionary - tiered.** The Employer may make matching contributions equal to a discretionary percentage of a Participant's Elective Deferrals, to be determined by the Employer, of each tier, to be determined by the Employer. The tiers may be based on the rate of a Participant's Elective Deferrals or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

c.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Elective Deferrals, 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.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's Elective Deferrals based on the Participant's Years of Service (or Periods of Service if the elapse d time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
2.  eligibility purposes

In determining the Employer matching contribution above, only Elective Deferrals up to the percentage or dollar amount specified below will be matched (select all that apply; leave blank if not applicable):

3.  \_\_\_\_\_% of a Participant's Compensation.
4.  \$\_\_\_\_\_.

- e.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.) Such contribution is subject to the Instructions and Notice requirement of Section 12.12.

**NOTE:** If a.1., b., c., d., or e. above is selected, the Plan may violate the Code §401(a)(4) nondiscrimination requirements if the rate of matching contributions increases as a Participant's Elective Deferrals or Years (or Periods) of Service increase.

**Maximum matching contribution.** (leave blank if not applicable)

- f.  The matching contribution made on behalf of any Participant for any Plan Year will not exceed (select 1. or 2.):
1.  \$\_\_\_\_\_.
  1.  \_\_\_\_\_% of Compensation.

- B. **Date of Elective Deferrals considered for matching contribution.** The Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- g.  The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

- C. **Computation period.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. *Skip if the only Matching Contribution is a Flexible Discretionary Match.*):

- h.  the Plan Year (potential annual true-up required)
- i.  each payroll period (no true-up)
- j.  all payroll periods ending within each month (potential monthly true-up required)
- k.  all payroll periods ending within each Plan Year quarter (potential quarterly true-up required)
- l.  each payroll unit (e.g., hour) (no true-up)
- m.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 12.12.

- D. **QMACs** (Plan Section 1.69). The matching contributions will NOT be Qualified Matching Contributions (QMACs) unless otherwise selected below (leave blank if not applicable).

- n.  The matching contributions will be QMACs (fully Vested and subject to restrictions on withdrawals as set forth in the Plan). Such contributions may be used in either the ADP or ACP test.

- E. **Allocation conditions** (Plan Section 12.3). Select o. OR p. and all that apply of q. – w. (**Note:** If the "ACP test safe harbor" provisions are being used (Question 28.b.), option o. below (no conditions) must be selected, unless no HCEs are eligible to receive the matching contribution.)

- o.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip p. – w.).

- p.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year.**

1.  Required Service During the Plan Year:  
A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000; if more than 501 is entered then the Plan could violate coverage requirements under Code §410(b)) Hours of Service if the actual hours/equivalency method is selected.  
A Participant must complete at least \_\_\_\_\_ (not to exceed 6; if more than 3 is entered then the Plan could violate coverage requirements under Code §410(b)) months of service if the elapsed time method is selected.
2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
3.  Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
4.  Participants will share in the allocations, regardless of service.
5.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating

under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

**Conditions for Participants employed on the last day of the Plan Year** (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If p.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- q.  Death
- r.  Total and Permanent Disability
- s.  Termination of employment on or after Normal Retirement Age
  - 1.  or Early Retirement Date

**Code §410(b) fail-safe.** If p.1., 2., 3., 5. and/or p.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail -safe provisions (Plan Section 12.3(f)) will NOT apply unless selected below (leave blank if not applicable or fail - safe will not be used and the employer will utilize the corrective amendment procedure of 1.401(a)(4)-11(g) when necessary):

- t.  The Plan will use the Code §410(b) fail-safe provisions and must satisfy the "ratio percentage test" of Code §410(b).

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at p.8. above). (may not be selected with p.2. or p.7.)

- u.  The Plan Year quarter.
- v.  Payroll period.
- w.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve-month period)

F. **Additional matching contributions.** No additional matching contribution may be made unless otherwise selected below (leave blank if not applicable).

- x.  Additional matching contributions may be made (e.g., a matching contribution made on a periodic basis as well as a matching contribution based on the end of the Plan Year). Specify the additional matching contribution by attaching an addendum to the Adoption Agreement that duplicates this entire Question 29. If selected, the additional matching contribution applies to all Participants eligible to share in matching contributions except as otherwise specified in the addendum or below. Such contribution is subject to the Instructions and Notice requirement of Section 12.12 if the Employer chooses to retain discretion over any aspect of the allocation of such contribution.
  - 1.  The additional matching contribution only applies to the following Participants: \_\_\_\_\_ (must be definitely determinable). (If the additional matching contribution is in lieu of the matching contributions set forth in 29A - E above then use Eligible Employee question to exclude these Participants from such matching contribution.)

30. **EMPLOYER NONELECTIVE CONTRIBUTIONS** (Plan Section 12.1(a)(3)) (includes Profit Sharing contributions, Money Purchase Pension Plan contributions and/or Prevailing Wage contributions) (skip Questions 30 and 31 if Employer Nonelective Contributions are NOT selected at Question 12.e.)

A. **Formula** (select one or more)

- a.  **Discretionary.** Discretionary contribution, to be determined by the Employer. (may not be elected if this Plan is a Money Purchase Pension Plan)
  - 1.  **Discretionary based on business units or location.** The Employer may determine a separate discretionary contribution for Participants working in different business units or locations.
- b.  **Fixed.** (select one or more)
  - 1.  **Fixed percentage.** Fixed contribution equal to \_\_\_\_\_% of Compensation of Participants eligible to share in allocations.

2.  **Fixed dollar amount.** \$\_\_\_\_\_per Participant.
  3.  **Fixed dollar amount/hour.** \$\_\_\_\_\_per Hour of Service worked while an Eligible Employee.
  4.  **Collectively Bargained Employees.** Contributions will be made pursuant to the terms of a collective bargaining agreement related to the Employees of the Employer and enumerated in this Adoption Agreement.
  5.  **Fixed Integrated contribution.** Subject to the "overall permitted disparity limits," the Employer will contribute an amount equal to (complete a. and b.)
    - a. \_\_\_\_\_% (base percentage) of each Participant's TOTAL Compensation, plus
    - b. \_\_\_\_\_% (excess contribution percentage (see Note below)) of such Compensation in excess of the following:
 

**Integration level:** (select one)

      - c.  the Taxable Wage Base.
      - d.  \_\_\_\_\_% (not to exceed 100%) of the Taxable Wage Base. (see Note below)
      - e.  80% of the Taxable Wage Base plus \$1.00.
      - f.  \$\_\_\_\_\_(not greater than the Taxable Wage Base). (see Note below)

**NOTE:** The excess contribution percentage specified in b. above may not exceed the lesser of the following limits and shall be adjusted each year as appropriate: (1) the base percentage specified in a. above; (2) 5.7%; (3) 4.3% if d. or f. above is more than 20% and less than or equal to 80% of Taxable Wage Base; (4) 5.4% if e. is selected or if d. or f. above is more than 80% of Taxable Wage Base. However, in the case of any Participant who has exceeded the "cumulative permitted disparity limit," the Employer will contribute an amount equal to the base plus excess contribution percentages, multiplied by the Participant's total Compensation.
  6.  **Non-safe harbor contribution and allocation** (annual nondiscrimination testing under Code §401(a)(4) will be required). The Employer will contribute an amount equal to \_\_\_\_\_% (base percentage) of each Participant's total Compensation, plus (complete a. and b.):
    - a.  \_\_\_\_\_% of such Compensation
    - b.  in excess of \$\_\_\_\_\_.
  7.  **Other:** \_\_\_\_\_(must be definitely determinable, nondiscriminatory, and not subject to Employer discretion)
- c.  **Prevailing wage contribution.** The Employer will make a "prevailing wage contribution" on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar federal, state, or municipal prevailing wage statutes. The "prevailing wage contribution" will be an amount equal to the remaining balance of the prevailing wage defined bona-fide fringe benefit amount, based on the Participant's employment classification as designated on the appropriate prevailing wage determination, after the application of other prevailing wage defined bona-fide fringe payments. Specify the "prevailing wage contribution" by attaching an appendix to the Adoption Agreement that indicates the contribution rate(s) applicable to the prevailing wage employment/job classification(s). The "prevailing wage contribution" will not be subject to any age or service requirements set forth in Question 14, entry date provisions at Question 15, nor to any service or employment conditions set forth in Question 31 and will be 100% Vested.

**Additional "prevailing wage contribution" provisions** (select all that apply; leave blank if none apply)

1.  **Offset.** The "prevailing wage contribution" made on behalf of a Participant for a Plan Year will reduce (offset) other Employer contributions allocated or contributed on behalf of such Participant for the Plan.
  2.  **Exclude Highly Compensated Employees.** Highly Compensated Employees will be excluded from receiving a "prevailing wage contribution."
  3.  **QNEC.** The "prevailing wage contribution" is considered a Qualified Nonelective Contribution (QNEC).
  4.  **Discretionary.** The prevailing wage contribution is discretionary and the Employer may contribute on behalf of each Participant up to the amount set forth in the Appendix (may not be elected if this Plan is a Money Purchase Pension Plan).
- d.  **Other:** \_\_\_\_\_(the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

- B. **Contribution allocations.** The Employer Nonelective Contribution for a Plan Year will be allocated as follows: (skip if the only selection above is c.) (select one or more):
- e.  **INCORPORATION OF CONTRIBUTION FORMULA.** In accordance with the contribution formula specified above (may not be selected if a., d., or b.7 are the only selections above; if both a fixed and discretionary contribution are selected above, then this option e. applies to the fixed contribution).
  - f.  **NON-INTEGRATED ALLOCATION**
    1.  in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants
    2.  in the same dollar amount to all Participants (per capita)
    3.  in the same dollar amount per Hour of Service completed by each Participant

4.  in the same proportion that each Participant's points bears to the total of such points of all Participants. A Participant's points with respect to any Plan Year will be computed as follows (select all that apply):
- a.  \_\_\_\_\_point(s) will be allocated for each Year of Service (or Period of Service).  
 However, the maximum Years (or Periods if elapsed time method is selected) of Service taken into account will not exceed:
1.  \_\_\_\_\_(leave blank if no limit on service applies).  
 Year of Service (or Period of Service if applicable), means:
  2.  service for eligibility purposes
  3.  service for vesting purposes
- b.  \_\_\_\_\_point(s) will be allocated for each full \$\_\_\_\_\_(may not exceed \$200) of Compensation
- c.  \_\_\_\_\_point(s) will be allocated for each year of age as of the last day of the Plan Year

g.  **INTEGRATED (PERMITTED DISPARITY) ALLOCATION**

In accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:

1.  the Taxable Wage Base
2.  \_\_\_\_\_% (not to exceed 100%) of the Taxable Wage Base (see Note below)
3.  80% of the Taxable Wage Base plus \$1.00
4.  \$\_\_\_\_\_(not greater than the Taxable Wage Base) (see Note below)

**NOTE:** The integration percentage of 5.7% will be reduced to: (1) 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base; or (2) 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.

h.  **NON-SAFE HARBOR ALLOCATION METHODS** (may not be elected if this Plan is a Money Purchase Pension Plan). The language of any formula created in this Section 30.B.h. must require the Employer to notify the Trustee in writing of the amount of the Employer contribution being given to each group.

1.  **Grouping method.** Pursuant to Plan Section 4.3(b)(3)(vi), the classifications are (select a. or b.):

- a.  Each Participant constitutes a separate classification.
- b.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii). The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code §410(b).

Classification A will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional classifications: \_\_\_\_\_(specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** In the case of Self-Employed Individuals (i.e., sole proprietors or partners), the requirements of Regulation §1.401(k)-1(a)(6) continue to apply and the allocation method should not be such that a cash or deferred election is created for a Self-Employed Individual as a result of application of the allocation method.

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

1.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
2.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
3.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
4.  One classification only. The Employer in a nondiscriminatory manner will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

2.  **Age-weighted method.** The Schedule of Age-Weighted Allocation Factors is set forth in attached Exhibit A (which is hereby incorporated by reference and made a part of the Plan) and will be based on the following interest rate (select one; if no selection is made, c. will be deemed to have been selected):
- a.  7.5% interest
  - b.  8.0% interest
  - c.  8.5% interest

- i.  **OTHER** \_\_\_\_\_ **NOTE:** Under Question 30.B.i., the Employer will describe the allocation of Nonelective Contributions from the elections available under Question 30.B. and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Collective Bargaining Employees; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3(b)(3) with each Participant constituting a separate classification). (The following four parameters must be met to utilize this section : 1. The formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b)(1)(ii). 2. The groups cannot be designed in such a manner to where the only NHCEs participating are those NHCEs with the lowest amounts of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC §410(b). 3. The language of the formula must require the employer to notify the trustee in writing of the amount of the employer contribution being given to each group. 4. In the case of self-employed individuals (i.e., sole proprietorships or partnerships), the requirements of Regs. §1.401(k)-1(a)(6) continue to apply and the allocation method should not be such that a cash or deferred election is created for a self-employed individual as a result of the application of the allocation method unless such election has been created for all eligible employees & the full 401(k) requirements have been provided. If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)

**NOTE:** Multiple Employer Plan provisions for adopters other than the lead employer must be noted in the Participating Employer's Agreement. Only the lead Employer's provisions may be noted in this Question 30.B.i.

31. ALLOCATION CONDITIONS (Plan Section 12.3). Requirements to share in allocations of Employer Nonelective Contributions and QNECs (as permitted by Plan Section 12.1(a)(4)) (select a. OR b. and all that apply of c. – f.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 32).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year**
1.  Required Service During the Plan Year:  
 A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000; if more than 501 is entered then the Plan could violate coverage requirements under Code §410(b)) Hours of Service if the actual hours/equivalency method is selected.  
 A Participant must complete at least \_\_\_\_\_ (not to exceed 6; if more than 3 is entered then the Plan could violate coverage requirements under Code §410(b)) months of service if the elapsed time method is selected.
  2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))
  3.  Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))
  4.  Participants will share in the allocations, regardless of service.
  5.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). Allocation formulas that are not uniform may not be considered a design-based safe harbor under Code §401(a)(4). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

**Conditions for Participants employed on the last day of the Plan Year** (options 7., 8. and 9. could cause the Plan to violate coverage requirements under Code §410(b))

6.  No service requirement.
7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8.  A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
9.  Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected). Allocation formulas that are not uniform may not be considered a design-based safe harbor under Code §401(a)(4). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/ or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b)).

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
1.  or Early Retirement Date

**Code §410(b) fail-safe.** If b.1., 2., 3., 5. and/or b.7., 8. or 9. is selected, the Code §410(b) ratio percentage fail-safe provisions will NOT apply (Plan Section 4.3(m)) unless selected below (leave blank if not applicable or fail-safe will not be used and the employer will utilize the corrective amendment procedure of 1.401(a)(4)-11(g) when necessary):

- f.  The Plan will use the Code §410(b) fail-safe provisions and must satisfy the ratio percentage test of Code §410(b).

32. **FORFEITURES** (Plan Sections 1.37 and 4.3(e))

**Timing of Forfeitures.** Except as provided in Plan Section 1.37, a Forfeiture will occur:

- a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans and 401(k) Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- d.  added to the Employer contribution and allocated in the same manner
- e.  used to reduce any Employer contribution
- f.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-4 and that is not subject to Employer discretion)

33. **TOP-HEAVY MINIMUM ALLOCATION**

The minimum allocation requirements for any Top-Heavy Plan Year will be applied only to Non-Key Employee Participants unless selected below:

- a.  The Top-Heavy minimum will be provided to both Key and Non-Key Employee Participants.

**DISTRIBUTIONS**

34. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one from a. - e. unless g. is selected below)

- a.  lump-sums
- b.  substantially equal installments
- c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
2.  Other: \_\_\_\_\_ (e.g., partial withdrawals are not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)



e.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Annuities.** Annuities are permitted if selected below (select f. or g. if this is a Profit Sharing Plan or a 401(k) Plan; if this is a Money Purchase Pension Plan then g. below must be selected; if this Plan includes transferred pension assets, then f. or g. below must be selected)

f.  **Annuities are not allowed or are not the normal form of distribution** (except as indicated below). Plan Section 6.13(b) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will not apply to the Plan.

**Special rules.** An annuity form of distribution is available to certain Participants and/or with respect to only a portion of the Plan assets according to the following: (select all that apply)

1.  **Pension assets.** Annuities are the normal form of distribution for assets that are transferred pension assets (Plan Section 6.13(a)).

2.  **Annuity selected by Participant.** Plan Section 6.13(c) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will apply only if an annuity form of distribution is selected by a Participant.

However, the Participant may only select an annuity distribution according to the following (choose a. and/or b. if applicable):

a.  \_\_\_\_\_

b.  A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's account has been invested.

g.  **Annuities are the normal form of distribution.** The qualified Joint and Survivor Annuity and Qualified Pre-Retirement Survivor Annuity provisions apply (Plan Section 6.13 will not apply and the joint and survivor rules of Code §§401(a)(11) and 417 will automatically apply).

The following limitations or provisions apply (choose 1. and/or 2. if applicable):

1.  \_\_\_\_\_ (must comply with the joint and survivor rules of Code §§401(a)(11) and 417)

2.  A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

#### **Pre-Retirement Survivor Annuity**

If the Plan permits an annuity form of payment under option f.1. or g. above, the Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below (leave blank if default applies)

h.  100% of a Participant's interest in the Plan.

i.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.

**Cash or property.** Distributions may be made in:

j.  cash only, except for (select all that apply; leave blank if none apply):

1.  insurance Contracts

2.  annuity Contracts

3.  Participant loans

4.  all investments in an open brokerage window or similar arrangement

k.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

1.  \_\_\_\_\_ (e.g., Employer Securities or real property may not be a source of available funds. Must be definitely determinable, properly valued at fair market value and not subject to Employer discretion.)

35. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

#### **A. Accounts in excess of \$5,000**

a.  Distributions may be made as soon as administratively feasible following severance of employment.

b.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).

c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

d.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.

e.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.

f.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.

g.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.

h.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

i.  Same as above

j.  Distributions may be made as soon as administratively feasible following severance of employment.

k.  Distributions may be made as soon as administratively feasible after the Participant has incurred \_\_\_\_\_ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).

l.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

m.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 35.g. and 35.i.):

n.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**D. Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums.

o.  No, Participant consent is required for all distributions.

p.  Yes, Participant consent is required only if the distribution is over:

1.  \$5,000

2.  \$1,000

3.  \$ \_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**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 as a lump-sum unless selected below.

4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ \_\_\_\_\_ (e.g., \$200).

**E. Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distribution or consent rules.

q.  Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

**F. Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 6.8).

r.  A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

**36. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

a.  be made pursuant to the election of the Participant or "designated Beneficiary"

b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries

d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

37. **HARDSHIP DISTRIBUTIONS** (Plan Sections 6.12 and/or 12.10) (may not be selected if this is a Money Purchase Pension Plan)

- a.  Hardship distributions are NOT permitted (skip to Question 38).
- b.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
    - b.  Roth Elective Deferral Account (may only be selected with 401(k) Plans)
    - c.  Account(s) attributable to Employer matching contributions (may only be selected with 401(k) Plans)
    - d.  Account attributable to Employer Nonelective Contributions
    - e.  Rollover Account (if not available at any time under Question 43)
    - f.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - g.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988). Hardship distributions are NOT permitted from a Participant's Qualified Nonelective Contribution Account, Qualified Matching Contribution Account, Accounts attributable to "ADP test safe harbor contributions" or Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions from the Roth Elective Deferral Account may only be made if the distribution is a "qualified distribution." (may only be selected with 401(k) Plans)
  - f.  Hardship distributions may be made subject to the following provisions:  
\_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_.

**Safe harbor hardship rules.** Will the safe harbor hardship rules of Plan Section 12.10 apply to hardship distributions from all Accounts?

- 6.  Yes. The provisions of Plan Section 12.10 apply to all hardship distributions.
- 7.  No. The provisions of Plan Section 6.12 apply to hardship distributions from all Accounts other than a Participant's Elective Deferral Account. (may only be selected with 401(k) Plans)
- 8.  No. The provisions of Plan Section 6.12 apply to all hardship distributions.

38. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)

- a.  In-service distributions are NOT permitted (except as otherwise selected for Hardship Distributions).
- b.  In-service distributions may be made to a Participant who has not separated from service provided any of the following conditions have been satisfied (select one or more) (options 2. - 5. may only be selected with 401(k) or Profit Sharing Plans):
  - 1.  Age
    - a.  the Participant has attained age 59 1/2 (See Note below)
    - b.  the Participant has reached Normal Retirement Age
  - 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  - 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  - 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items b.1. - b.3. or a Participant's disability)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5.  A Participant must satisfy each condition

**NOTE:** Regardless of any elections above: (1) for 401(k) plans, in-service distributions from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" are subject to restrictions and generally may not be

distributed prior to age 59 1/2 ; and (2) for Money Purchase Pension Plans and a Transfer Account attributable to a Money Purchase Pension Plan, in-service distributions are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- 6.  all Accounts
- 7.  only from the following Accounts (select one or more):
  - a.  Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
  - b.  Roth Elective Deferral Account (may only be selected with 401(k) Plans)
  - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
  - d.  Account attributable to Employer Nonelective Contributions
  - e.  Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
  - f.  Rollover Account (if not available at any time under Question 43)
  - g.  Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
    - 1.  non-pension assets
    - 2.  pension assets (e.g., from a money purchase pension plan)
  - h.  Other: \_\_\_\_\_(specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- 8.  N/A (no additional limitations)
- 9.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_(may not exceed \$1,000).
  - b.  No more than\_\_\_\_\_distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  Distributions from the Roth Elective Deferral Account (38.b.6. or 38.b.7.b. selected), may only be made if the distribution is a "qualified distribution." (may only be selected with 401(k) Plans)
  - e.  In-service distributions may be made subject to the following provisions:  
 \_\_\_\_\_ (must be definitely determinable and not subject to discretion)

39. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Plan Section 12.11) (skip if Roth Elective Deferrals NOT selected at Question 12.b.1.)

- a.  In-Plan Roth rollover contributions are NOT permitted (skip to Question 40).
- b.  In-Plan Roth rollover contributions are permitted according to the following provisions.
  - 1.  **IRR** (in-Plan Roth rollover contribution). This provision is effective with regard to IRRs the later of September 28, 2010, or the Plan or Restatement Effective Date unless other date entered below.
    - a.  January 1, 2022 (enter later effective date if applicable)
  - 2.  **IRT** (in-Plan Roth rollover transfer). This provision is effective with regard to IRTs the later of January 1, 2013, or the Plan or Restatement Effective Date unless other date entered below.
    - a.  \_\_\_\_\_(enter later effective date if applicable)

**Limitations.** The following restrictions apply to In-Plan Roth Rollovers (choose one or more of c. - h. below if applicable; also select one or both of columns 1. - 2. for each limitation selected at c. -g.)

	1.	2.
	<b>IRR</b>	<b>IRT</b>
c. <input checked="" type="checkbox"/> <b>In-Plan Roth Rollovers limited to In-Service only.</b> Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. <input checked="" type="checkbox"/> <b>Vested In-Plan Roth Rollovers.</b> In-Plan Roth Rollovers may only be made from accounts which are fully Vested.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. <input checked="" type="checkbox"/> <b>No transfer of loans.</b> Loans may not be distributed as part of an In-Plan Roth Rollover Contribution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> <b>Minimum amount.</b> The minimum amount that may be rolled over is _____(may not exceed \$1,000).	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> <b>Number of Transfers.</b> No more than_____transfer(s) may be made during a Plan Year.[ ]	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> <b>Describe transfer provisions.</b> Transfers may be made subject to the following provisions:_____ (must be definitely determinable and not subject to Employer or Administrator discretion; specify different provisions for IRR and IRT if desired).		

**Source of In-Plan Roth Rollover Contributions** (Select one of i. or j.):

	<b>1.</b>	<b>2.</b>
i. <input checked="" type="checkbox"/> <b>All Sources.</b> (select one or both of columns 1. - 2.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. <input type="checkbox"/> <b>Limited Sources.</b> The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (select one or more of a. - h. below; also select one or both of columns 1. - 2. for each account selected at a. - g.):		

	<b>1.</b>	<b>2.</b>
	<b>IRR</b>	<b>IRT</b>
a. <input type="checkbox"/> Pre-Tax Elective Deferral Account	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Account(s) attributable to Employer matching contributions (includes any matching "ADP test safe harbor contributions")	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Account attributable to Employer Nonelective Contributions	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Qualified Nonelective Contribution Account (includes any nonelective "ADP test safe harbor contributions")	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Rollover Account	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Transfer Account	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> After-tax Account	<input type="checkbox"/>	<input type="checkbox"/>
h. <input type="checkbox"/> Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; specify different sources for IRR and IRT if desired)		

**Limited in-service distribution provisions for IRRs** (may only be selected if IRRs are selected at b.1. above) (leave blank if not applicable)

k.  The Plan permits IRRs and the Employer elects to permit in-service distributions as follows solely for purposes of making IRRs (select one or more):

1.  the Participant has attained age 18
2.  the Participant has \_\_\_\_\_ months of participation (specify minimum of 60 months)
3.  the amounts being distributed have accumulated in the Plan for at least \_\_\_\_\_ years (at least 2)
4.  other (describe): \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; must be nondiscriminatory; and must be limited to a combination of items k.1. - k.3. or a Participant's disability)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Regardless of any election above to the contrary, in-Plan Roth rollover contributions are not permitted from a Participant's Elective Deferral Account, Qualified Matching Contribution Account, Qualified Nonelective Contribution Account and Accounts attributable to "ADP test safe harbor contributions" prior to age 59 1/2. Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

#### NONDISCRIMINATION TESTING

40. **HIGHLY COMPENSATED EMPLOYEE** (Plan Section 1.41)  
Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply; leave blank if none apply):

- a.  **Top-Paid Group election** will be used.
- b.  **Calendar year data election** will be used (only applicable to non-calendar year Plan Year).

41. **ADP AND ACP TESTS** (Plan Sections 12.4, 12.5, and 12.6)

**NOTE:** The selections made below for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended. Also, if the Employer uses the discretionary nonelective "ADP test safe harbor contribution" described in Plan Section 12.8(h) or if the Plan is amended during a Plan Year to eliminate an "ADP test safe harbor contribution" then the current Plan Year method will be used.

**ADP test.** If applicable, the ADP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- a.  **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(k) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ADP of NHCEs for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

**ACP test.** If applicable, the ACP ratio for NHCEs will be based on the current year ratio unless prior year testing method is selected below (leave blank if current year testing method is being used):

- b.  **Prior year testing method.** The prior year ratio will be used. If this selection is made for the first year the Code §401(m) feature is added to this Plan (unless this Plan is a successor plan), then for the first Plan Year only, the amount taken into account as the ACP of NHCEs for the preceding Plan Year will be the greater of 3% or the actual percentage for the initial Plan Year.

**Effective dates.** (optional)

- c.  **Current year testing method.** If the current year testing method is currently being used, enter the date it was first effective (used for purposes of applying the five year restriction on amending to the prior year testing method):

1.  ADP test: January 1, 2001 (may not be selected with 41.a.)  
2.  ACP test: January 1, 2001 (may not be selected with 41.b.)

**ADP Corrective Contributions.** If applicable, the Employer shall make the following corrective contribution for purposes of corrective contributions in Sections 12.5 (must select either d. or e.. If e. is selected, must select 1. or 2. and must complete 3. - 5. as applicable.)

- d.  Flexible formula (recorded and transmitted in writing)  
e.  Fixed formula

1.  **A QNEC** contribution to NHCEs, allocated as follows: (select one)  
a.  pro-rata on compensation  
b.  using the bottom-up ("targeted") procedure  
c.  per capita  
2.  **A QMAC** contribution to NHCEs, allocated as follows: (select one)  
a.  pro-rata on deferrals  
b.  using the bottom-up ("targeted") procedure  
c.  per capita

**AND** such contributions will be allocated to: (select one)

3.  all NHCEs in the test  
4.  those NHCEs employed on the last day of the plan year  
5.  all NHCEs employed on the last day of the plan year, as well as terminated employees who have completed at least 501 hours of service

**ACP Corrective Contributions.** If applicable, the Employer shall make the following corrective contribution for purposes of corrective contributions in Sections 12.7 (must select either f. or g. If g. is selected, must select 1., 2., or 3. and 4.-6. as applicable.)

- f.  Flexible formula (recorded and transmitted in writing)  
g.  Fixed formula

1.  **A QNEC** contribution to NHCEs, allocated as follows: (select one)  
a.  pro-rata on compensation  
b.  using the bottom-up ("targeted") procedure  
c.  per capita  
2.  **A QMAC** contribution to NHCEs, allocated as follows: (select one)  
a.  pro-rata on deferrals  
b.  using the bottom-up ("targeted") procedure  
c.  per capita  
3.  A "regular" (non-QMAC) matching contribution to NHCEs, allocated as follows: (select one)  
a.  pro-rata on deferrals  
b.  using the bottom-up ("targeted") procedure

**AND** such contributions will be allocated to: (select one)

4.  all NHCEs in the test  
5.  those NHCEs employed on the last day of the plan year  
6.  all NHCEs employed on the last day of the plan year, as well as terminated employees who have completed at least 501 hours of service

**NOTE:** For the flexible formula, a definitely determinable allocation formula must be written and communicated to the trustee for each plan year.

## MISCELLANEOUS

42. LOANS TO PARTICIPANTS (Plan Section 7.4)  
a.  New loans are NOT permitted.  
b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

43. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 12.f.)  
**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):  
a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant  
b.  Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?  
c.  At any time  
d.  Only when the Participant is otherwise entitled to any distribution under the Plan
44. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if after-tax voluntary Employee contributions NOT selected at Question 12.g.)  
**Matching after-tax voluntary Employee contributions.** There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.  
a.  After-tax voluntary Employee contributions are aggregated with Elective Deferrals for purposes of applying any matching contributions under the Plan (may only be selected with 401(k) plans).
- NOTE:** After-tax voluntary contributions may be distributed at any time.
45. QUALIFIED RESERVIST DISTRIBUTIONS AND HEART ACT (Plan Section 4.12) (select one or more)  
a.  **HEART Act Continued benefit accruals.** Continued benefit accruals will apply.  
b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.  
c.  **Qualified reservist distributions.** Qualified reservist distributions are permitted. (may only be selected for 401(k) plans)
46. SUPPLEMENTAL PARTICIPATING EMPLOYERS (see separate *Supplemental Participation Agreements*)  
A. **Are there supplemental participating employers that will adopt the Plan?**  
a.  yes  
b.  no

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

- A. **Special effective dates/spin-offs/mergers** (the following elections are optional):
- a.  **Employer matching contributions.** The Employer matching contribution provisions under Question 28. are effective:\_\_\_\_\_ (may only be selected with 401(k) plans)
  - b.  **Employer Nonelective Contributions.** The Employer Nonelective Contribution provisions under Questions 30. and 31. are effective:\_\_\_\_\_.
  - c.  **Distribution elections.** The distribution elections under Questions\_\_\_\_\_(Choose 34. – 39. as applicable) are effective:\_\_\_\_\_.
  - d.  **Other special effective date(s):** After-tax Contributions became eligible in the Plan on January 1, 2022. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).
  - e.  **Spin-off.** The Plan was a spin-off from the\_\_\_\_\_(enter name of plan), which was originally effective \_\_\_\_\_(enter effective date of original plan) (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).
  - f.  **Merged plans.** The following plan(s) are merged into this Plan (enter applicable information; attach addendum if more than 4 merged plans. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance). Limited to those provisions which have been the subject of a prior determination letter, opinion letter, or advisory letter):

	Name of merged plan	Merger date	Original effective date of merged plan
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

- B. **Other permitted elections** (the following elections are optional):
- a.  **No other permitted elections**
- The following elections apply** (select one or more):
- b.  **Deemed 125 compensation** (Plan Section 1.40). Deemed 125 compensation will be included in Compensation and 415 Compensation.
  - c.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select one or both):
    - 1.  eligibility purposes
    - 2.  vesting purposes
  - d.  **The "one-year hold-out" rule** described in Plan Section 3.5(e) will apply to (select one or both):
    - 1.  determine eligibility (for all contributions types except Elective Deferrals)
    - 2.  determine vesting
  - e.  **Normal form of annuity.** If the Plan permits an annuity form of payment (e.g., if 34.f.1., f.2. or g. is selected), instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be:
    - 1.  joint and 100% survivor annuity
    - 2.  joint and 75% survivor annuity
    - 3.  joint and 66 2/3% survivor annuity
  - f.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used:\_\_\_\_\_(specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
  - g.  **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan:\_\_\_\_\_(specify the protected benefits and the accrued benefits that are subject to the protected benefits. In addition, list additional information such as the source name and the former plan sponsor. The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of



Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017 -41 (or any superseding guidance)).

- h.  **Limitation Year** (Plan Section 1.50). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve-month period) instead of the "determination period" for Compensation.
- i.  **415 Limits when 2 or more defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":  
\_\_\_\_\_

- j.  **Top-heavy duplications** (select one or more)
1.  **Top-heavy duplications when 2 or more defined contribution plans are maintained** (Plan Section 4.3(f)). When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer that is subject to the top-heavy rules then the top-heavy minimum benefits in this Plan are reduced in accordance with Plan Section 4.3(f) unless otherwise elected below (select one):
- a.  The full top-heavy minimum will be provided in each plan.
- b.  A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation will be provided in the Money Purchase Plan (or other plan subject to Code §412).
- c.  Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code §415:\_\_\_\_\_.

**NOTE:** If b. or c. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.

2.  **Top-heavy duplications when a defined benefit plan is maintained** (Plan Section 4.3(i)). When a Non-Key Employee is a Participant in this Plan for a Plan Year and also accrues a benefit for the same Plan Year in a defined benefit plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits: (select one of a. - d. AND complete e. or select f.)

- a.  The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) will not apply).
- b.  5% defined contribution minimum
- c.  2% defined benefit minimum will be made in the \_\_\_\_\_ (enter the name of the other plan)
- d.  Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees:  
\_\_\_\_\_  
(Must be nondiscriminatory, preclude Employer discretion, and avoid inadvertent omissions).

**NOTE:** If b., c., or d. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.

**AND**, the "present value" (Plan Section 9.2) for top-heavy purposes will be based on:

- e.  Interest Rate: \_\_\_\_\_  
Mortality Table: \_\_\_\_\_
- f.  The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

**AND**, a Participant must be employed on the last day of the Plan Year in order to receive the top-heavy minimum (Plan Section 4.3(h)) unless elected below.

- g.  A Participant is not required to be employed by the Employer on the last day of the Plan Year.

3.  If the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Code §401(k)(12) and matching contributions with respect to which the requirements of Code §401(m)(11) apply), the Employer must specify the name of the other plan, the minimum benefit that will be provided under such other plan, and the Employees who will receive the minimum benefit under such other plan: \_\_\_\_\_
- k.  **Recognition of Service with other employers** (Plan Sections 1.62 and 1.88). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)
8.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 18 and 19 and Plan Section 6.4.; e.g., rather than the schedule specified at Question 18, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
2.  **Pre-amendment vesting schedule.** (Plan Section 6.4). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 18 applies to any Participants, then the following provisions apply (must select one of a. - d.):
- Applicable Participants.** The vesting schedules in Question 18 only apply to:
- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A)

- m.  **Top-heavy vesting schedule** (Plan Section 6.4(c)).
- Instead of any other vesting schedules set forth in the Plan, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected) will apply:

1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
2.  3 Year Cliff: 0-2 years-0%; 3 years-100%
3.  Other - Must be at least as liberal as either 1. or 2. above in each year without switching between the two schedules. (if a different top-heavy schedule applies to different contribution sources, attach an addendum specifying the schedule that applies to each source):

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**NOTE:** This Section does not apply to the Account balance of any Participant who does not have an Hour of Service after the Plan has initially become top-heavy. Such Participant's Vested Account balance will be determined without regard to this Section.

n.  **Leased Employees** (Plan Section 1.49)

1.  **Offset of contributions to leasing organization plan.** The Employer will reduce allocations to this Plan for any Leased Employee to the extent that the leasing organization contributes to or provides benefits under a leasing organization plan to or for the Leased Employee and which are attributable to the Leased Employee's services for the Employer.
2.  **Disregard one year requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year, for the following contributions (select a. or all that apply of b.1. - b.3.) (Elective Deferrals include Roth Elective Deferrals, "ADP test safe harbor contributions" (including those made pursuant to a QACA) and SIMPLE 401(k) contributions, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective Contributions include QNECs):
  - a.  All contributions
  - b.  The following contributions (select all that apply)
    1.  Elective Deferrals
    2.  Matching contributions
    3.  Nonelective Contributions

o.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant who is not a "five percent (5%) owner" is:

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    1.  N/A (annuity distributions are not permitted)
    2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

p.  **Other spousal provisions** (select one or more)

1.  **One-year marriage rule.** For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
2.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_ (Note: This definition shall apply for all Plan purposes OTHER than those mandated by Code §401(a) such as the required minimum distribution provides an d qualified joint and survivor annuity provisions. For example, the selected definition will apply to the determination of default beneficiary provisions.)
3.  **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
4.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

q.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

- r.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.83, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- s.  **Inclusion of Reclassified Employees** (1.28(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- t.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
 In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a money purchase pension plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 38)
- Limitations.** The following limitations apply to these in-service distributions:
1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
  2.  N/A (no limitations)
  3.  The following elections apply to in-service distributions at age 62 (select one or more):
    - a.  The minimum amount of a distribution is \$\_\_\_\_\_(may not exceed \$1,000).
    - b.  No more than \_\_\_\_\_distribution(s) may be made to a Participant during a Plan Year.
    - c.  Distributions may only be made from Accounts which are fully Vested.
    - d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_(must be definitely determinable and not subject to discretion).
- u.  **Other provisions for matching contributions** (select one or more; may only be selected for 401(k) plans)
1.  **Match applied to elective deferrals to Code §403(b) arrangement.** In applying any matching contributions in this Plan, elective deferrals to a Code §403(b) arrangement maintained by the Employer will be aggregated with Elective Deferrals to this Plan.
  2.  **Match applied to contributions made to Code §457(b) plan.** In applying any matching contributions in this Plan, contributions to a Code §457(b) plan maintained by the Employer will be aggregated with Elective Deferrals to this Plan.
  3.  **Matching contributions not used to satisfy top-heavy contribution** (Plan Section 4.3(j)). Employer matching contributions will NOT be taken into account for purposes of satisfying the minimum contribution requirements of Code §416(c)(2) and the Plan.
- v.  **QACA safe harbor contributions vesting options.** The vesting options selected at Question 19 on the Adoption Agreement also apply to the Participant's Qualified Automatic Contribution Safe Harbor Account unless otherwise selected below (select all that apply):
- Excluded service prior to initial Effective Date of Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))**
1.  applies
  2.  does not apply
- Excluded service prior to the computation period in which an Employee has attained age 18**
3.  applies
  4.  does not apply
- Full vesting upon death**
5.  applies
  6.  does not apply
- Full vesting upon Total and Permanent Disability**
7.  applies
  8.  does not apply
- w.  **Investment Fiduciary**
1.  Administrator (use Administrator address and telephone number)
  2.  The Employer or a Committee appointed by the Employer (use Employer address and telephone number)

## ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. **Loan limitations.** **Note:** the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a.  Limitations (select one or more; leave blank if none apply):
1.  Loans will be treated as Participant directed investments.
  2.  Loans will only be made for hardship or financial necessity as defined below (select a. or b.)
    - a.  hardship reasons specified in Plan Section 12.10
    - b.  other: \_\_\_\_\_(specify financial necessity)
  3.  The minimum loan will be \$ 1,000 (may not exceed \$1,000).
  4.  A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
  5.  All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
  6.  The home loan term will be \_\_\_\_\_years. (if not selected, the Administrator establishes the term for repayment of a home loan)
  7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
    - a.  Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
    - b.  Roth Elective Deferral Account (may only be selected with 401(k) Plans)
    - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
    - d.  Account attributable to Employer Nonelective Contributions
    - e.  Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
    - f.  Rollover Account
    - g.  Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
      1.  non-pension assets
      2.  pension assets (e.g., from a money purchase pension plan)
    - h.  Voluntary Contribution Account
    - i.  Other: \_\_\_\_\_
- AND**, if loans are restricted to certain Accounts, the limitations of Code §72(p) and the adequate security requirement of the DOL Regulations will be applied:
- j.  by determining the limits by only considering the restricted Accounts.
  - k.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional loan provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll; e.g., partner who only has a draw):
1.  payroll deduction
  2.  ACH (Automated Clearing House)
  3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1.  1 percentage points over the prime interest rate
  2.  \_\_\_\_\_%
  3.  the Administrator establishes the rate in a nondiscriminatory manner
- d.  **Refinancing.** Loan refinancing is allowed.

B. **Life insurance.** (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
1.  at the option of the Administrator
  2.  at the option of the Participant

**Limitations**

3.  N/A (no limitations)
4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$ \_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$ \_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$ \_\_\_\_\_.

g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

**C. Plan expenses and Forfeitures**

**Plan expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures** (skip if this is NOT a Profit Sharing Plan or a 401(k) Plan; for a Money Purchase Pension Plan, see 32.d.-g. on the Adoption Agreement)

**Other than Employer matching contributions.** Forfeitures of amounts attributable to Employer contributions other than Employer matching contributions will be:

- c.  added to any Employer discretionary contribution (for 401(k) plans, matching or profit sharing) and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  added to any Employer matching contribution and allocated as an additional matching contribution ( may o n l y be selected with 401(k) Plans)
- f.  allocated to all Participants eligible to share in the allocations of profit sharing contributions or Fo r fei tur es i n th e same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g.  other: \_\_\_\_\_(describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**Matching contributions.** Forfeitures of amounts attributable to Employer matching contributions will be: (sk ip if this i s NO T a 401(k) Plan)

- h.  N/A (same as above or no Employer matching contributions)
- i.  used to reduce the Employer matching contribution
- j.  added to any Employer matching contribution and allocated as an additional matching contribution
- k.  added to any Employer discretionary profit sharing contribution
- l.  used to reduce any Employer contribution
- m.  other: \_\_\_\_\_(describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** The reallocation of Forfeitures could affect the Plan's top -heavy exemption (see Plan Section 12.8(f)). One approach to avoid this result is to provide for a discretionary matching contribution that satisfies the "ACP test safe harbor" provisions (i.e., select Question 28A.b and select a discretionary matching contribution at Question 29) and then allocate Forfeitures as a matching contribution.

**D. Directed investments** (Plan Section 4.10)

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
    - b.  Roth Elective Deferral Account (may only be selected with 401(k) Plans)
    - c.  Account(s) attributable to Employer matching contributions (includes matching "ADP test safe harbor contributions") (may only be selected with 401(k) Plans)
    - d.  Account attributable to Employer Nonelective Contributions
    - e.  Qualified Nonelective Contribution Account (for 401(k) plans, includes nonelective "ADP test safe harbor contributions")
    - f.  Rollover Account
    - g.  Transfer Account
    - h.  Voluntary Contribution Account
    - i.  Other: \_\_\_\_\_(specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**Directed investment options** (If directed investments are permitted, select all that apply; leave blank if none apply)

- c.  **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- d.  **QDIA.** Plan will include a qualified default investment alternative.

- E. **Rollover limitations.** Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at 12.f.)
- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes
- Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)
1.  **Direct rollovers.** Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
- a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
- b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
- c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
- d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
- e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
- f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
- g.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- h.  if this Plan permits Roth Elective Deferrals, a Roth Elective Deferral Account from (select one or more) (may only be selected with 401(k) Plans):
1.  a qualified plan described in Code §401(a)
2.  a plan described in Code §403(b) (a tax-sheltered annuity)
- Direct rollovers of Participant loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)
- i.  The Plan will accept a direct rollover of a Participant loan
1.  only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).
2.  **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
- a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b.  a plan described in Code §403(a) (an annuity plan)
- c.  a plan described in Code §403(b) (a tax-sheltered annuity)
- d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
3.  **Participant rollover contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
- F. **Elective Deferral procedures** (may only be selected with 401(k) Plans)
- Optional date.** Participants may commence Elective Deferrals on the effective date of participation. Participants may also commence making Elective Deferrals on (leave blank if not applicable):
- a.  \_\_\_\_\_ (must be at least once each calendar year)
- Elective Deferral modifications.** Participants may modify Elective Deferral elections:
- b.  as of each payroll period
- c.  on the first day of each month
- d.  on the first day of each Plan Year quarter
- e.  on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- f.  other: \_\_\_\_\_ (must be at least once each calendar year)
- Escalation** (leave blank if not applicable)
- g.  Include option for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:
- Escalation amount.** A Participant's Affirmative Election will increase by:
1.  \_\_\_\_\_% of Compensation
- a.  up to a maximum of \_\_\_\_\_% of Compensation (leave blank if no limit)
2.  other: \_\_\_\_\_
- Timing of escalation.** The escalation will apply as of:
3.  first day of each Plan Year
4.  anniversary of date of participation
5.  other: \_\_\_\_\_

**First period of application.** Unless selected below, the escalation provision above will apply as of the second period specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

6.  The escalation provision will apply as of the first period after the Participant first has contributions made pursuant to a default election.

**Suspended Elective Deferrals.** If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan, then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

h.  the Participant's Affirmative Election will resume after the suspension period.

i.  the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

**Re-enrollment of existing Affirmative Elections.** Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

j.  Affirmative Elections lapse at the end of each Plan Year.

k.  Affirmative Elections lapse: \_\_\_\_\_

**Application to Automatic Deferral provisions to rehired Employees.** Unless this Plan is a QACA, or with respect to withdrawal rights for EACAs, then rehired Employees are treated as new hires pursuant to the following (leave blank if not applicable):

l.  A rehired Employee is only treated as a new hire for purposes of the Automatic Deferral provisions (except as otherwise provided in the Basic Plan Document) if the rehired Employee has separated from service for at least \_\_\_\_\_ (enter a period; e.g., 3 months)

G. **Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(NOTE: Select a. if not using provided trust. MUST select b and following questions as applicable):

a.  Do not produce the trust agreement

b.  Complete the following UNLESS not selecting supporting forms:

**Trustee/Insurer** (select c. OR one or more of d. - e.)

c.  **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4. skip to q.)

**Name of Insurer(s)/Address**

1.  \_\_\_\_\_

2.  \_\_\_\_\_

3.  Use Employer address/telephone number/email

4.  Use following address/telephone number/email

a. Street: \_\_\_\_\_

b. City: \_\_\_\_\_

c. State: \_\_\_\_\_

d. Zip: \_\_\_\_\_

e. Telephone: \_\_\_\_\_

f. Email: \_\_\_\_\_

d.  Individual Trustee(s)

e.  Corporate Trustee

**Name of Trust**

f. Specify name of Trust (required for FIS trust): \_\_\_\_\_

**Individual Trustees** (if d. selected above, complete g. - j.)

**Directed/Discretionary Trustees.** The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g.  Select for each individual Trustee (skip to next question)

h.  The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

1.  A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)

2.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)

3.  The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

4.  The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: \_\_\_\_\_ (may not be selected with 1. or 2.)

**Individual Trustee(s)**

i.  Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** Richard Bartholomew

**Title/Email:**

1. Title Trustee

2. Email \_\_\_\_\_ (optional)



**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

b. **Name** John Bartholomew

**Title/Email:**

- 1. Title Trustee
- 2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

- 3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
- 5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3. - 4. or 6.)
- 6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  **Individual Trustee Address** (complete if d. selected above)

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Corporate Trustee Name/Type/Address** (complete if e. selected above)

k.  **Name** \_\_\_\_\_

**Address/telephone number/email**

- 1.  Use Employer address/telephone number/email
- 2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)

- 3.  A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
- 4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
- 5.  A discretionary Trustee over the following assets: \_\_\_\_\_ (may not be selected with 3. - 4.)
- 6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. - 4.)

**Signee** (optional):

- 7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
- 8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l.  **Name** \_\_\_\_\_

**Title:**

1. \_\_\_\_\_

**Address/telephone number/email**

- 2.  Use Employer address/telephone number/email
- 3.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_

e. Telephone: \_\_\_\_\_

f. Email: \_\_\_\_\_

**Custodian(s) Name/Address** . The Custodian(s) are *(optional)*

m.  **Name(s)** \_\_\_\_\_

**Address/telephone number/email**

1.  Use Employer address/telephone number/email

2.  Use following address/telephone number/email

a. Street: \_\_\_\_\_

b. City: \_\_\_\_\_

c. State: \_\_\_\_\_

d. Zip: \_\_\_\_\_

e. Telephone: \_\_\_\_\_

f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

o.  This trust will be governed by the laws of the state of:

1.  State in which the Employer's principal office is located

2.  State in which the corporate trustee or insurer is located

3.  Other \_\_\_\_\_

Participating Employer understands and agrees to pay all sums imposed on it under the Plan and this Agreement including, with out limitation, any top-heavy contributions required (if Participating Employer fails to do so, any elections herein that would require the Plan Sponsor or any other Participating Employers to contribute to the Plan as a result will be deemed revoked to the extent allowed by law). Participating Employer acknowledges that the Plan Sponsor retains the right to de-adopt any Participating Employer at any time for the overall good of the Plan.

Participating Employer shall indemnify Plan Sponsor, its employees, directors, and agents (collectively, "Plan Sponsor Indemnitees") and hold the Plan Sponsor Indemnitees harmless against all damages, losses, liabilities, costs, charges, debts, fines, and expenses (including reasonable attorneys' fees) arising from Participating Employer's negligent act or omission, misrepresentation, breach of fiduciary duty, or nonfulfillment of any undertaking under this Agreement in connection with the Plan.

Participating Employer shall indemnify Plan Administrator, its affiliates, its employees, directors, and agents (collectively, "Plan Administrator Indemnitees") and hold the Plan Administrator Indemnitees harmless against all damages, losses, liabilities, costs, charges, debts, fines, and expenses (including reasonable attorneys' fees) arising from Participating Employer's negligent act or omission, misrepresentation, breach of fiduciary duty, or nonfulfillment of any undertaking under this Agreement in connection with the Plan.

Participating Employer agrees that the Employer is the Plan Sponsor and Named Fiduciary, with the right of the Employer to delegate its obligations as Plan Administrator. The Participating Employer also agrees that the participation in this Plan as a Participating Employer and appointment of Plan Sponsor, Plan Administrator, and Named Fiduciary are an exercise of their role as a Plan Fiduciary for the assets that comprise the Accounts of the Participating Employer's Participants.

The Participating Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof, and of any applicable conditions imposed shall be delivered to the Trustee. The Employer shall have the right to discontinue or revoke participation in the Plan of any Participating Employer by providing 45 days' notice to such Participating Employer. The Trustee shall thereafter transfer, deliver, and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new Trustee as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees provided, however, that no such transfer shall be made if the result is the elimination or reduction of any Code Section 411(d)(6) protected benefits as described in Section 8.1(e). If a separate plan has not been established, at the time of such continuance or revocation for whatever reason, the assets and liabilities, Contracts and other Trust Fund assets allocable to such Participating Employer's participation in this Plan shall be spun off pursuant to Code Section 414(l) and such spun off assets shall constitute a retirement plan of the Participating Employer with such Participating Employer becoming sponsor and the individual who has signed the Supplemental Participation Agreement on behalf of the Participating Employer becoming Trustee for this purpose. Such individual shall agree to this appointment by virtue of signing the Supplemental Participation Agreement. If such individual is no longer an Employee of the Participating Employer, then the Participating Employer shall appoint a Trustee. If no successor is designated, the Trustee shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article XI of the Plan hereof. In no such event shall any part of the corpus or income of the trust Fund as it relates to such Participating Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such Participating Employer.

If the Participating Employer is merging its own qualified retirement plan under Code Section 401(a) into this Plan, the Participating Employer certifies that the plan is in compliance and will hold the Employer harmless and indemnify the Employer and Plan Administrator for any costs and plan qualification issues with the merging plan.

All definition provided in the Plan shall apply to this Participation Agreement unless stated otherwise.

**PARTICIPATING EMPLOYER: North Davis Prep Academy Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

**SIGNATORY EMPLOYER: Helpside Inc**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED