

---

**VOLUME SUBMITTER  
ADOPTION AGREEMENT  
CASH OR DEFERRED PROFIT SHARING PLAN**

-

---

SAMPLE

**VOLUME SUBMITTER  
ADOPTION AGREEMENT  
CASH OR DEFERRED PROFIT SHARING PLAN**

The Cash or Deferred Profit Sharing Plan ("the Plan") is hereby adopted by:

\_\_\_\_\_  
\_\_\_\_\_  
(the "Employer")

- Lead Sponsor of a Multiple Employer Plan
- Additional Adopting Employer

The Plan as applicable to the Employer shall be known as:

\_\_\_\_\_

The Trust shall be known as:

\_\_\_\_\_

- This Plan shall be funded solely by Insurance Contracts. (See Insurance Addendum)

The Effective Date of the Plan and Trust is: \_\_\_/\_\_\_/\_\_\_\_\_. (May not be earlier than the first day of the initial Plan Year.)

- Adopting Affiliated Employers of a Multiple Employer Plan are Listed in Appendix
- Adopting Affiliated Employer of a Multiple Employer Plan must execute a separate Adoption Agreement

The cash or deferral portion of the Plan shall be effective as of: \_\_\_/\_\_\_/\_\_\_\_\_. (Effective Date of the cash or deferral portion of the Plan may not be earlier than the date the Plan is adopted.) (Specify, if different from the Plan Effective Date.)

- a. The Plan is an amendment of a preexisting Plan that was originally effective as of: \_\_\_/\_\_\_/\_\_\_\_\_.
- b. The Plan is an amendment and restatement of a preexisting Plan that was originally effective as of: \_\_\_/\_\_\_/\_\_\_\_\_.
- c. Frozen Plan: This Plan was frozen effective: \_\_\_/\_\_\_/\_\_\_\_\_.

**NOTE:** An executed copy of the Trust Agreement must be attached to this Plan. The Plan and Trust Agreement must be read and construed together. The powers, rights, and responsibilities of the Trustee shall be those specified in the Trust Agreement.

\*\*\* CAUTION \*\*\*

FAILURE TO FILL OUT THE ADOPTION AGREEMENT PROPERLY MAY  
RESULT IN DISQUALIFICATION OF THE PLAN

**PART I.** The following identifying information pertains to the Employer and the Plan and the Trust:

1. **Employer Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_
2. **Employer Telephone:** \_\_\_\_\_
3. **Employer Tax ID:** \_\_\_\_\_
4. **Employer Fiscal Year:** \_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_
5. **Three Digit Plan Number:** \_\_\_\_\_
6. **Trust ID Number:** \_\_\_\_\_
7. **Plan Year:** \_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_  
(Must be 12 consecutive months.)
8. **Short Plan Year:** \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_
9. **Plan Agent:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_
10. **Plan Administrator:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_
11. **Plan Administrator ID Number:** \_\_\_\_\_
12. **Plan Trustees:** \_\_\_\_\_
13. **IRS Determination Letter Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Leave blank for a new plan.)
14. **IRS File Folder Number:** \_\_\_\_\_  
(Leave blank for a new plan.)

**15. Legal Organization of Employer:**

- a. Sole Proprietorship
- b. Partnership
- c. C Corporation
- d. S Corporation
- e. Limited Liability Company (LLC)
- f. Limited Liability Partnership (LLP)
- g. Not for Profit Corporation
- h. Professional Service Corporation
- i. Other: \_\_\_\_\_  
(Must be legal entity recognized under federal income tax laws)

**16. Business Code:** \_\_\_\_\_  
(as used on Form 5500; 6 digit NAICS)

**17. State of Legal Construction:** \_\_\_\_\_

**18. Date Business Commenced:** \_\_\_/\_\_\_/\_\_\_

**19. Other Members of a Controlled Group or Affiliated Service Group:**

(Only participating members should sign the Adoption Agreement. May check both controlled group and affiliated service group.)

- Controlled Group: (List Participating Members)
- Affiliated Service Group: (List Participating Members)
- Multiple Employer Plan: (List participating Employers)

**PART II.** The Plan contains certain design features intended to provide the statutory requirement or most commonly adopted feature but permits the selection of alternative features. **Unless specifically provided to the contrary, only one selection may be made for each design category.** Section references are to the Plan or the Trust. All capitalized terms are defined in the Plan or Trust.

## A. Eligibility and Service Provisions

**A1. Eligible Employees** - All Employees, including Employees of certain related businesses and Leased Employees are eligible except for certain members of a collective bargaining unit and non-resident aliens. An Employer that is a member of a controlled group or affiliated service group must adopt this Plan for its Employees to be eligible to participate in this Plan. (Select all applicable.) (Exclusions other than a., d. and k. are not safe harbor and are subject to non-discrimination testing.) The classification definitions may not be a definition limiting the group of NHCEs to the group 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 IRC 410(b).

### Excluded from Entire Plan

- a. All Employees are eligible except members of a collective bargaining unit and non-resident aliens
- b. Include members of collective bargaining unit
- c. Include non-resident aliens
- d. Exclude Employees acquired in a Code section 410(b)(6)(C) transaction
- e. Exclude Highly Compensated Employees
- f. Exclude Self-Employed Individuals
- g. Exclude Employees whose compensation is based solely on commissions
- h. Exclude Employees that are paid on an hourly basis
- i. Exclude Employees that have a stated salary and are not paid on an hourly basis
- j. Exclude Employees who are not eligible for Employer-provided health and welfare benefits
- k. Exclude Employees not covered by a collective bargaining agreement with the following unions: \_\_\_\_\_
- l. Exclude Leased Employees
- m. Permit one-time election not to participate pursuant to Section 2.1.6
- n. Other - Specify:  
(Cannot discriminate in favor of Highly Compensated Employees.)

### Excluded from a Portion of the Plan

<u>Non-Elective Contributions</u>	<u>Elective Deferrals</u>	<u>Matching Contributions</u>
-----------------------------------	---------------------------	-------------------------------

- |                               |                               |                               |  |
|-------------------------------|-------------------------------|-------------------------------|--|
| <input type="checkbox"/> o.1. |                               | <input type="checkbox"/> o.3. | No contributions of this type made to the Plan                       |
| <input type="checkbox"/> p.1. | <input type="checkbox"/> p.2. | <input type="checkbox"/> p.3. | Exclude Leased Employees   |
| <input type="checkbox"/> q.1. | <input type="checkbox"/> q.2. | <input type="checkbox"/> q.3. | Exclude Key Employees  |
| <input type="checkbox"/> r.1. | <input type="checkbox"/> r.2. | <input type="checkbox"/> r.3. | Exclude Highly Compensated Employees                                 |
| <input type="checkbox"/> s.1. | <input type="checkbox"/> s.2. | <input type="checkbox"/> s.3. | Exclude Self-Employed Individuals                                    |
| <input type="checkbox"/> t.1. | <input type="checkbox"/> t.2. | <input type="checkbox"/> t.3. | Excluded Employees whose compensation is based solely on commissions |

- |                               |                               |                               |  |
|-------------------------------|-------------------------------|-------------------------------|--|
| <input type="checkbox"/> u.1. | <input type="checkbox"/> u.2. | <input type="checkbox"/> u.3. | Exclude Employees that are paid on an hourly basis   |
| <input type="checkbox"/> v.1. | <input type="checkbox"/> v.2. | <input type="checkbox"/> v.3. | Exclude Employees that have a stated salary and are not paid on an hourly basis.   |
| <input type="checkbox"/> w.1. | <input type="checkbox"/> w.2. | <input type="checkbox"/> w.3. | Exclude Employees who are not eligible for Employer-provided health and welfare benefits. Other excluded groups using the criteria Reg. 1.410(b)-4: THE GROUP(S) ENTERED MUST BE REASONABLE AND ESTABLISHED UNDER OBJECTIVE BUSINESS CRITERIA, PRECLUDE EMPLOYER DISCRETIONS, AND NOT USED TO BYPASS THE AGE/SERVICE REQUIREMENTS OF IRC SECTION 410(A). AN INDIVIDUALS NAME MAY NOT BE ENTERED. This option is not considered a modification to the specimen. |
| <input type="checkbox"/> x.1. | <input type="checkbox"/> x.2. | <input type="checkbox"/> x.3. | _____  |
| <input type="checkbox"/> y.1. | <input type="checkbox"/> y.2. | <input type="checkbox"/> y.3. | Exclude the following Employees: <i>This is not considered a modification to the specimen language</i>   |
| <input type="checkbox"/> z.1. | <input type="checkbox"/> z.2. | <input type="checkbox"/> z.3. | Other groups excluded (include IRS section 410(b) test unless QSLOB.) <b>MODIFICATION REQUIRING IRS SUBMISSION</b>   |

**A2. Highly Compensated Employee Determination** - Highly Compensated Employee means any Employee who: (1) was a 5-percent owner at any time during the year or the preceding year, or (2) for the preceding year had compensation from the Employer in excess of \$80,000 (as adjusted by the Secretary pursuant to Code section 415(d)) and, if the Employer so elects, was in the Top-Paid Group for the preceding year. The Top-Paid Group Election and the Calendar Year Data Election must apply consistently to the determination years of all plans of the Employer. (Select all applicable.)

- a. Plan Provision
- b. Top-Paid Group Election - Highly Compensated Employee determination limited to top 20% of Employees by pay.
- c. Calendar Year Data Election - Method for determining greater than \$80,000 in compensation (as adjusted by the Secretary pursuant to Code section 415(d)), uses compensation paid during the calendar year beginning with or within the Look-Back Year. (Not available for calendar year plans)

**A3. Eligibility Computation Period** - The initial Eligibility Computation Period begins on the Employment Commencement Date and ends on the anniversary thereof. The Eligibility Computation Periods subsequent to the initial Eligibility Computation Period:

- a. Continue to be based on the Employment Commencement Date.
- b. Are the Plan Years beginning with the first Plan Year commencing prior to the first anniversary of the Employment Commencement Date.

**A4. Hour of Service** - Service is credited on the basis of actual hours for which the Employee is paid or entitled to payment. In the event the Employer does not maintain records of the actual hours service credit is given on the basis of: (Select one even if records are normally maintained as a fail safe.)

- a. Days Worked - An Employee will be credited with 10 Hours of Service if he is credited with at least 1 Hour of Service during the day.
- b. Weeks Worked - An Employee will be credited with 45 Hours of Service if he is credited with at least 1 Hour of Service during the week.
- c. Semi-Monthly or Two-Week Payroll Period - An Employee will be credited with 95 Hours of Service if he is credited with at least 1 Hour of Service during the payroll period.
- d. Months Worked - An Employee will be credited with 190 Hours of Service if he is credited with at least 1 Hour of Service during the month.
- e. The Elapsed Time Method.

**A5. Service with Predecessor Employers/Prior Employers** - Service with Predecessor Employers is treated as service for the Employer if the Employer maintains the plan of the Predecessor Employer. In all other cases predecessor service is granted as specified below. Where applicable, identify the Predecessor Employer(s) and any document(s) that provide(s) for the crediting of service with such predecessor(s).

- a. No predecessor service is being granted.
- b. Service with the following entities shall be credited as service under this Plan:

\_\_\_\_\_

Service with the above entities has been determined under the terms of the following documents, if any:

\_\_\_\_\_

Service counted for (select all applicable):

- b.1. Eligibility
- b.2. Vesting
- b.3. Contribution Allocations
- c. Service with the following prior employers shall be credited as service under this Plan:

\_\_\_\_\_

Service counted for (select all applicable):

- c.1. Eligibility
- c.2. Vesting
- c.3. Contribution Allocations

**A6. Elective Deferral Eligibility Requirements (Section 2.1.1.)** - An Employee is eligible to participate in Elective Deferral portions of the Plan if he satisfies the following requirements during the Eligibility Computation Period. (**Select all applicable.** Selecting more than one option means that an Employee must meet all indicated requirements for eligibility, except for option d. Option d. overrides any other requirement.)

- a. No age or service required.
- b. Minimum age of \_\_\_\_\_ years. (Not to exceed 21. Partial years may be used.)

- c. Service requirement (select one):
  - c.1. Minimum of one (1) Year of Service. An Employee completes a Year of Service on the last day of the Eligibility Computation Period selected in Item A3 during which he works at least 1000 Hours of Service UNLESS you select either of the following:
    - c.1.A. \_\_\_\_ Hours of Service required (Cannot exceed 1000 hours).
    - c.1.B. An Employee shall be eligible to enter the Plan as soon as he works the required hours, not at the end of the Eligibility Computation Period.
  - c.2. Minimum of \_\_\_\_ Consecutive months of service - use Elapsed Time Method. (Cannot require more than 12 months. An Employee cannot be required to complete any specified number of Hours of Service.)
  - c.3. Minimum of \_\_\_\_ calendar months of service in which the Employee is credited with \_\_\_\_ Hours of Service in each month. Any Employee that completes one Year of Service shall also be eligible to enter the Plan.
- d. Employed on \_\_\_\_/\_\_\_\_/\_\_\_\_. Select either or both of the following if Employees must also meet the eligibility requirements selected above:
  - d.1. Age requirement
  - d.2. Service requirement (If not selected, Employees that would otherwise never work 1000 hours per year will enter the Plan.)

Employees who meet these requirements shall enter the Plan as of:

- d.3. \_\_\_\_/\_\_\_\_/\_\_\_\_. (Prior to next Plan Entry Date)
- d.4. The effective date of this document.
- d.5. The next Plan Entry Date.

**A7. Non-Elective Contributions Eligibility Requirements (Section 2.1.1.) - An Employee is eligible to participate in the Non-Elective Contribution portion of the Plan if he satisfies the following requirements during the Eligibility Computation Period. (**Select all applicable.** Selecting more than one option means that an Employee must meet all indicated requirements for eligibility, except for option f. Option f. overrides any other requirement.)**

- a. Not applicable - Non-Elective Contributions are not permitted.
- b. Use the eligibility requirements selected for Elective Deferrals in Section A.6. above.
- c. No age or service required.
- d. Minimum age of \_\_\_\_ years. (Not to exceed 21. Partial years may be used.)
- e. Service requirement (select one):
  - e.1. Minimum of \_\_\_\_ Years of Service. (Cannot require more than 2 years. If 2 years is selected, must select full and immediate vesting. Use whole years only.) An Employee completes a Year of Service on the last day of the Eligibility Computation Period selected in Item A3 during which he works at least 1000 Hours of Service UNLESS you select either of the following:
    - e.1.A. \_\_\_\_ Hours of Service required (Cannot exceed 1000 hours).



- e.1.B. An Employee shall be eligible to enter the Plan as soon as he works the required hours, not at the end of the Eligibility Computation Period.
- e.2. Minimum of \_\_\_\_ calendar months of service - use Elapsed Time Method. (Cannot require more than 24 months. If more than 12 months is selected, must select full and immediate vesting. An Employee cannot be required to complete any specified number of Hours of Service.)
- e.3. Minimum of \_\_\_\_ calendar months of service in which the Employee is credited with \_\_\_\_ Hours of Service in each month. Any Employee that completes one Year of Service shall also be eligible to enter the Plan.
- f. Employed on \_\_\_\_/\_\_\_\_/\_\_\_\_. Select either or both of the following if Employees must also meet the eligibility requirements selected above:
  - f.1. Age requirement
  - f.2. Service requirement (If not selected, Employees that would otherwise never work 1000 hours per year will enter the Plan.)

Employees who meet these requirements shall enter the Plan as of:

- f.3. \_\_\_\_/\_\_\_\_/\_\_\_\_. (Prior to next Plan Entry Date)
- f.4. The Effective Date of this document.
- f.5. The next Plan Entry Date.

**A8. Matching Contributions Eligibility Requirements (Section 2.1.1.)** - An Employee is eligible to participate in the Matching Contributions portion of the Plan if he satisfies the following requirements during the Eligibility Computation Period. **(Select all applicable.** Selecting more than one option means that an Employee must meet all indicated requirements for eligibility, except for option f. Option f. overrides any other requirement.)

- a. Not applicable - Matching Contributions are not permitted.
- b. Use the eligibility requirements selected for:
  - b.1. Elective Deferrals in Section A.6. above.
  - b.2. Non-Elective Contributions in Section A.7. above.
- c. No age or service required.
- d. Minimum age of \_\_\_\_ years. (Not to exceed 21. Partial years may be used.)
- e. Service requirement (select one):
  - e.1. Minimum of \_\_\_\_ Years of Service. (Cannot require more than 2 years. If 2 years is selected, must select full and immediate vesting. Use whole years only.) An Employee completes a Year of Service on the last day of the Eligibility Computation Period selected in Item A3 during which he works at least 1000 Hours of Service UNLESS you select either of the following:
    - e.1.A. \_\_\_\_ Hours of Service required (Cannot exceed 1000 hours).
    - e.1.B. An Employee shall be eligible to enter the Plan as soon as he works the required hours, not at the end of the Eligibility Computation Period.

- e.2. Minimum of \_\_\_\_ Consecutive months of service - use Elapsed Time Method. (Cannot require more than 24 months. If more than 12 months is selected, must select full and immediate vesting. An Employee cannot be required to complete any specified number of Hours of Service.)
- e.3. Minimum of \_\_\_\_ calendar months of service in which the Employee is credited with \_\_\_\_ Hours of Service in each month. Any Employee that completes one Year of Service shall also be eligible to enter the Plan.
- f. Employed on \_\_\_\_/\_\_\_\_/\_\_\_\_. Select either or both of the following if Employees must also meet the eligibility requirements selected above:
  - f.1. Age requirement
  - f.2. Service requirement (If not selected, Employees that would otherwise never work 1000 hours per year will enter the Plan.)

Employees who meet these requirements shall enter the Plan as of:

- f.3. \_\_\_\_/\_\_\_\_/\_\_\_\_. (Prior to next Plan Entry Date)
- f.4. The Effective Date of this document.
- f.5. The next Plan Entry Date.

**A9. Break in Service** - A Break in Service occurs if an Employee fails to complete more than 500 Hours of Service during the applicable computation period unless a lesser number is specified. **This provision will apply UNLESS you select one of the following:**

- a. A Break in Service will occur if the Employee fails to complete more than \_\_\_\_ (not to exceed 500) Hours of Service.
- b. Break occurs after a one year period of severance under the Elapsed Time Method.

*NOTE: A Year of Service and a Break in Service must be measured on the same computation period. A Break in Service for vesting purposes must use the same computation period used to determine a Year of Vesting Service.*

**A10. Entry Date** - Elective Deferrals - Section 2.1.2 provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date for Elective Deferrals is:

- a. **Semiannual** - First Entry Date: \_\_\_\_/\_\_\_\_ or the date 6 months later, coincident with or next following satisfaction of the eligibility requirements.
- b. **Quarterly** - First Entry Date: \_\_\_\_/\_\_\_\_ and the same day of the month occurring in each successive 3-month period, coincident with or next following satisfaction of the eligibility requirements.
- c. **Monthly** - The \_\_\_\_\_ day of each calendar month of the Plan Year, coincident with or next following satisfaction of the eligibility requirements.
- d. **First** day of Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than \_\_\_\_ months (not to exceed 6) after satisfaction of the requirements.
- e. **First** day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than \_\_\_\_ months (not to exceed 6) after satisfaction of the requirements.

- f. **First** day of the \_\_\_\_\_ month (not more than 6) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year.
- g. The  **first** or the  **last** day of the Plan Year in which the eligibility requirements are satisfied. (If "last" is used, eligibility requirements, item A.6. above, cannot exceed 6 months of service and age 20½.)
- h. **First** day of the Plan Year nearest to the date the eligibility requirements are satisfied.
- i. **First** day of the Plan Year coincident with or next following the date the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- j. **First** day of the Plan Year coincident with or next following the satisfaction of the eligibility requirements. (Eligibility requirements, item A.6. above, cannot exceed 6 months of service and age 20½.)
- k. **Anniversary** Date coincident with or next following the satisfaction of the eligibility requirements but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements.
- l. **Anniversary** Date of the Plan Year in which the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- m. **Date** of satisfaction of the eligibility requirements.

*NOTE: The Entry Date should be coordinated with the Compensation Computation Period of Part II.C.3.*

**Question A11 is completed only if the Plan permits Non-Elective Contributions.**

**A11. Entry Date** - Non-Elective Contributions - Section 2.1.2 provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date for Non-Elective Contributions is:

- a. **Semiannual** - First Entry Date: \_\_\_/\_\_\_/\_\_\_ or the date 6 months later, coincident with or next following satisfaction of the eligibility requirements.
- b. **Quarterly** - First Entry Date: \_\_\_/\_\_\_/\_\_\_ and the same day of the month occurring in each successive 3-month period, coincident with or next following satisfaction of the eligibility requirements.
- c. **Monthly** - The \_\_\_\_\_ day of each calendar month of the Plan Year, coincident with or next following satisfaction of the eligibility requirements.
- d. **First** day of Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than \_\_\_ months (not to exceed 6) after satisfaction of the requirements.
- e. **First** day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than \_\_\_ months (not to exceed 6) after satisfaction of the requirements.
- f. **First** day of the \_\_\_\_\_ month (not more than 6) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year.
- g. The  **first** or the  **last** day of the Plan Year in which the eligibility requirements are satisfied. (If "last" is used, eligibility requirements, item A.7. above, cannot exceed 6 months of service and age 20½ or 18 months of service and age 20½ with immediate (100%) vesting.)

- h. **First** day of the Plan Year nearest to the date the eligibility requirements are satisfied.
- i. **First** day of the Plan Year coincident with or next following the date the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- j. **First** day of the Plan Year coincident with or next following the satisfaction of the eligibility requirements. (Eligibility requirements, item A.7. above, cannot exceed 6 months of service and age 20½ or 18 months of service and age 20½ with immediate (100%) vesting.)
- k. **Anniversary** Date coincident with or next following the satisfaction of the eligibility requirements but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements.
- l. **Anniversary** Date of the Plan Year in which the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- m. **Date** of satisfaction of the eligibility requirements.

*NOTE: The Entry Date should be coordinated with the Compensation Computation Period of Part II.C.3.*

**Question A12 is completed only if the Plan permits Matching Contributions.**

**A12. Entry Date** - Matching Contributions - Section 2.1.2 provides that an Employee who satisfies the eligibility requirements enters the Plan on the Entry Date. The Entry Date for Matching Contributions is:

- a. **Semiannual** - First Entry Date: \_\_\_/\_\_\_/\_\_\_ or the date 6 months later, coincident with or next following satisfaction of the eligibility requirements.
- b. **Quarterly** - First Entry Date: \_\_\_/\_\_\_/\_\_\_ and the same day of the month occurring in each successive 3-month period, coincident with or next following satisfaction of the eligibility requirements.
- c. **Monthly** - The \_\_\_ day of each calendar month of the Plan Year, coincident with or next following satisfaction of the eligibility requirements.
- d. **First** day of Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than \_\_\_ months (not to exceed 6) after satisfaction of the requirements.
- e. **First** day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than \_\_\_ months (not to exceed 6) after satisfaction of the requirements.
- f. **First** day of the \_\_\_ month (not more than 6) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year.
- g. The  **first** or the  **last** day of the Plan Year in which the eligibility requirements are satisfied. (If "last" is used, eligibility requirements, item A.8. above, cannot exceed 6 months of service and age 20½ or 18 months of service and age 20½ with immediate (100%) vesting.)
- h. **First** day of the Plan Year nearest to the date the eligibility requirements are satisfied.
- i. **First** day of the Plan Year coincident with or next following the date the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.

- j. **First** day of the Plan Year coincident with or next following the satisfaction of the eligibility requirements. (Eligibility requirements, item A.8. above, cannot exceed 6 months of service and age 20½ or 18 months of service and age 20½ with immediate (100%) vesting.)
- k. **Anniversary** Date coincident with or next following the satisfaction of the eligibility requirements but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements.
- l. **Anniversary** Date of the Plan Year in which the eligibility requirements are satisfied, but in no event later than 6 months after satisfying the eligibility requirements.
- m. **Date** of satisfaction of the eligibility requirements.

*NOTE: The Entry Date should be coordinated with the Compensation Computation Period of Part II.C.3.*

**A13. Disability** - The Plan requires the Adoption Agreement to specify the meaning of the term "Disability" and that an Employee or Participant is "Disabled" if he has a Disability. The Plan Administrator shall make all determinations in connection with such issues in a uniform, nondiscriminatory manner. An Employee or Participant has a "Disability" if:

**(If the Plan provides any benefits based on Disability, select at least one.** Selecting more than one option means that an Employee or Participant has a Disability if he meets **any** of the selected options.)

- a. He suffers from a medically determinable physical or mental impairment that may be expected to result in death or to last for a continuous period of not less than \_\_\_\_ (At least 12) months and that renders him incapable of performing his duties
- b. The Social Security Administration has determined that he is eligible to receive Social Security disability benefits
- c. He has begun to receive payments under the long term disability program or a comparable disability program maintained by the Employer

## B. Date Provisions

**B1. Anniversary Date** - The Anniversary Date is:

- a. The last day of the Plan Year
- b. The first day of the Plan Year
- c. Other - Specify: \_\_\_\_\_  
(Must be at least annually.)

**B2. Valuation Date** - The Valuation Date is the date or dates on which the assets of the Trust Fund are valued and Participants' Accounts determined. (Select all applicable.)

- a. Last day of the Plan Year
- b. Semiannually on the last day of each 6 month period beginning with the first day of the Plan Year
- c. Quarterly on the last day of each 3 month period beginning with the first day of the Plan Year
- d. Monthly on the last day of each calendar month of the Plan Year
- e. Bi-Monthly beginning on the last day of the second month of the Plan Year and at two month intervals there after on the last day of the month
- f. Semi-Monthly on the 15th day and last day of each calendar month
- g. Weekly
- h. Bi-Weekly
- i. Last day of each pay period
- j. Daily
- k. Value individual investment accounts daily
- l. Other - Specify: \_\_\_\_\_  
(Must be at least annually)

**B3. Normal Retirement Age** - For each Participant the Normal Retirement Age is:

- a. Statutory: The later of age 65 or the fifth anniversary of participation in the Plan. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.
- b. Age \_\_\_\_\_ (not to exceed 65).
- c. Age \_\_\_\_\_ and \_\_\_\_\_ Years of Service but in no event later than the later of age 65 or the 5th anniversary of participation.
- d. Age \_\_\_\_\_ and \_\_\_\_\_ Years of Service while a Participant, but in no event later than the later of age 65 or the 5th anniversary of participation.

- e. Sum of age and Years of Service equals \_\_\_\_, but in no event later than the later of age 65 or the 5th anniversary of participation.
- f. Sum of age and Years of Participation equals \_\_\_\_, but in no event later than the later of age 65 or the 5th anniversary of participation.
- g. Age \_\_\_\_ and the \_\_\_\_ anniversary of employment, but in no event later than the later of age 65 or the 5th anniversary of participation.
- h. Age \_\_\_\_ and the \_\_\_\_ anniversary of actual participation in the Plan, but in no event later than the later of age 65 or the 5th anniversary of participation.
- i. Other - Specify: \_\_\_\_\_, but in no event later than the later of age 65 or the 5th anniversary of participation. (Cannot discriminate in favor of Highly Compensated Employees.)

**B4. Normal Retirement Date - The Normal Retirement Date is:**

- a. The actual date Normal Retirement Age is attained.
- b. The first day of the month in which Normal Retirement Age is attained.
- c. The first day of the month nearest the date Normal Retirement Age is attained.
- d. The first day of the month coincident with or next following the date Normal Retirement Age is attained.
- e. Anniversary Date of the Plan Year in which Normal Retirement Age is attained.
- f. Anniversary Date nearest the date Normal Retirement Age is attained.
- g. Anniversary Date coincident with or next following the date Normal Retirement Age is attained.
- h. Anniversary Date coincident with or next preceding the date Normal Retirement Age is attained.
- i. The last day of the month in which Normal Retirement Age is attained.
- j. The last day of the month nearest the date Normal Retirement Age is attained.
- k. The last day of the month coincident with or next following the date Normal Retirement Age is attained.

**B5. Early Retirement Age - For each Participant, the Early Retirement Age is:**

- a. The Plan does not provide an Early Retirement Age. (Skip Question B6)
- b. Age \_\_\_\_ (Not to exceed Normal Retirement Age).
- c. Age \_\_\_\_ and \_\_\_\_ Years of Service. (Not to exceed Normal Retirement Age)
- d. Age \_\_\_\_ and \_\_\_\_ Years of Service while a Participant. (Not to exceed Normal Retirement Age)
- e. \_\_\_\_ years prior to the Normal Retirement Age.
- f. Sum of age and Years of Service equals \_\_\_\_\_. (Not to exceed Normal Retirement Age)
- g. Sum of age and Years of Participation equals \_\_\_\_\_. (Not to exceed Normal Retirement Age)
- h. Age \_\_\_\_ and the \_\_\_\_ anniversary of employment. (Not to exceed Normal Retirement Age)
- i. Age \_\_\_\_ and the \_\_\_\_ anniversary of actual participation in the Plan. (Not to exceed Normal Retirement Age)

**B6. Early Retirement Date - The Early Retirement Date is:**

- a. The actual date Early Retirement Age is attained.
- b. The first day of the month in which the Early Retirement Age is attained.
- c. The first day of the month nearest the date Early Retirement Age is attained.
- d. The first day of the month coincident with or next following the date Early Retirement Age is attained.
- e. Anniversary Date of the Plan Year in which the Early Retirement Age is attained.
- f. Anniversary Date nearest the date Early Retirement Age is attained.
- g. Anniversary Date coincident with or next following the date Early Retirement Age is attained.
- h. Anniversary Date coincident with or next preceding the date Early Retirement Age is attained.
- i. The last day of the month in which the Early Retirement Age is attained.
- j. The last day of the month nearest the date Early Retirement Age is attained.
- k. The last day of the month coincident with or next following the date Early Retirement Age is attained.

**B7. Limitation Year - The Limitation Year for purposes of the limitation imposed by Code section 415 is:**

- a. The Plan Year.
- b. Calendar year coinciding with or ending within the Plan Year.
- c. Twelve consecutive month period ending \_\_\_/\_\_\_.
- d. Employer Fiscal Year ending with or within Plan Year. Employer Fiscal Year ends: \_\_\_/\_\_\_.



## C. Compensation

**C1. Compensation** - For purposes of the Plan, a Participant's Compensation is based on the Compensation Computation Period and shall be equal to: (Select a., b. or c., and any applicable inclusions or exclusions)

- a. Compensation as defined for Wages, Tips and Other Compensation Box on Form W-2. (Must include or exclude all of a.2 through a.7 for Code section 414(s) safe harbor compensation.)  
Include: (Select either a.1. or any combination of a.2. through a.7)
- a.1. All of the items listed in a.2 through a.7
  - a.2. 402(h)(1)(B) (SEP deferrals)
  - a.3. 125 (Cafeteria Plan)
  - a.4. Deemed Section 125 Compensation
  - a.5. 132(f)(4) (Transportation)
  - a.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - a.7. 457(b) deferrals.
- b. Compensation as defined in Code section 3401(a). (Must include or exclude all of b.2 through b.7 for Code section 414(s) safe harbor compensation.)  
Include: (Select either b.1. or any combination of b.2. through b.7)
- b.1. All of the items listed in b.2 through b.7
  - b.2. 402(h)(1)(B) (SEP deferrals)
  - b.3. 125 (Cafeteria Plan)
  - b.4. Deemed Section 125 Compensation
  - b.5. 132(f)(4) (Transportation)
  - b.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - b.7. 457(b) deferrals.
- c. Compensation as defined in Code section 415(c)(3). (Must include or exclude all of c.2 through c.7 for Code section 414(s) safe harbor compensation.)  
Exclude: (Select either c.1. or any combination of c.2. through c.7)
- c.1. All of the items listed in c.2 through c.7
  - c.2. 402(h)(1)(B) (SEP deferrals)
  - c.3. 125 (Cafeteria Plan)
  - c.4. Deemed Section 125 Compensation
  - c.5. 132(f)(4) (Transportation)
  - c.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - c.7. 457(b) deferrals.

**C2. Modifications to Compensation** - For purposes of the Plan, unless defined elsewhere, a Participant's Compensation shall (No exclusions permitted for Code section 414(s) safe harbor compensation.):

Exclude compensation that is:

- a. overtime
- b. commissions
- c. discretionary bonuses
- d. bonuses
- e. taxable employee benefits
- f. in excess of \_\_\_\_\_
- g. other exclusion - Specify:

(Cannot discriminate in favor of Highly Compensated Employees and cannot involve any Employer Discretion.)

*NOTE: Compensation for purposes of determining a Participant's Actual Deferral Percentage and Actual Contribution Percentage, and for purposes of determining the Matching Contribution, and Safe Harbor Non-Elective Contribution, if any, may be different. (See Part II.D.22. of this Adoption Agreement.)*

*Note: Any modifications to the definition of Compensation in C1 and C2 may require non-discrimination testing under the section 414(s) regulations.*

**C3. Compensation Computation Period:** (Select all applicable.)

a. For Non-Elective Contributions:

- a.1. The Plan Year
- a.2. The Limitation Year
- a.3. The calendar year ending with or within the Plan Year
- a.4. The period based upon  Pay period,  Monthly,  Bi-monthly,  Quarterly,  Semi-Annually,  Bi-weekly,  Weekly periods ending with or within the Plan Year
- a.5. The twelve consecutive month period (\_\_\_/\_\_\_) to (\_\_\_/\_\_\_) ending with or within the Plan Year. (For Employees whose Employment Commencement Date is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year)
- a.6. Compensation for initial Plan Year of Participation:
  - 6.A. From Entry Date as a Participant
  - 6.B. For the 12 month period ending in the initial year of participation.

b. For Elective Deferrals:

- b.1. The Plan Year
- b.2. The Limitation Year
- b.3. The calendar year ending with or within the Plan Year

- b.4. The period based upon  Pay period,  Monthly,  Bi-monthly,  Quarterly,  Semi-Annually,  Bi-weekly,  Weekly periods ending with or within the Plan Year
- b.5. The twelve consecutive month period (\_\_\_/\_\_\_) to (\_\_\_/\_\_\_) ending with or within the Plan Year. (For Employees whose Employment Commencement Date is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year)
- b.6. Compensation for initial Plan Year of Participation:
  - 6.A. From Entry Date as a Participant
  - 6.B. For the 12 month period ending in the initial year of participation.

c. For Matching Contributions:

- c.1. The Plan Year
- c.2. The Limitation Year
- c.3. The calendar year ending with or within the Plan Year
- c.4. The period based upon  Pay period,  Monthly,  Bi-monthly,  Quarterly,  Semi-Annually,  Bi-weekly,  Weekly periods ending with or within the Plan Year
- c.5. The twelve consecutive month period (\_\_\_/\_\_\_) to (\_\_\_/\_\_\_) ending with or within the Plan Year. (For Employees whose Employment Commencement Date is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year)
- c.6. Compensation for initial Plan Year of Participation:
  - 6.A. From Entry Date as a Participant
  - 6.B. For the 12 month period ending in the initial year of participation.

**C4. Compensation for Elective Deferrals** - Compensation for purposes of determining the Elective Deferral shall be based upon Compensation of Part II.C.1., except as follows: (No exclusions permitted for Code section 414(s) safe harbor compensation.)

Exclude compensation that is:

- a. overtime
- b. commissions
- c. discretionary bonuses
- d. bonuses
- e. taxable employee benefits
- f. in excess of \_\_\_\_\_
- g. other exclusion - Specify: \_\_\_\_\_  
(Cannot discriminate in favor of Highly Compensated Employees.)

**C5. Compensation for Matching Contribution** - Compensation for purposes of the allocation of the Matching Contribution shall be based upon Compensation of Part II.C.1., except as follows: (No exclusions permitted for Code section 414(s) safe harbor compensation.)

Exclude compensation that is:

- a. overtime
- b. commissions
- c. discretionary bonuses
- d. bonuses
- e. taxable employee benefits
- f. in excess of \_\_\_\_\_

- g. other exclusion - Specify: \_\_\_\_\_.  
(Cannot discriminate in favor of Highly Compensated Employees.)

**C6. Compensation for Code Sections 415 and 416 - Compensation for purposes of the Annual Additions Limitation and Top-Heavy purposes (Based upon the Limitation Year):**

- a. Compensation as defined for Wages, Tips and Other Compensation Box on Form W-2.  
 b. Compensation as defined in Code section 3401(a).  
 c. Compensation as defined in Code section 415(c)(3).

Deemed Section 125 Compensation

- d. Include Deemed Section 125 Compensation for purposes of the definition of Compensation.  
 e. Exclude Deemed Section 125 Compensation for purposes of the definition of Compensation.

For Purposes of IRC section 416, Compensation shall be measured over:

- f. The Limitation Year  
 g. The calendar year ending with or within the Plan Year

SAMPLE

## D. Contribution and Allocation

### D1. Elective Deferrals - (Select all applicable.)

- a. No limits on Elective Deferrals
- b. Elective Deferrals must be at least \_\_\_\_\_% of Compensation.
- c. Elective Deferrals cannot exceed \_\_\_\_\_% of Compensation. (May not be less than 75%)
- d. HCEs may defer up to \_\_\_\_\_% of Compensation
- e. Elective Deferrals must be at least \_\_\_\_\_ (Must be a de minimis amount)
  - e.1. Per pay period
  - e.2. Per Plan Year
- f. Bonuses: (Select all applicable)
  - f.1. Bonuses are not subject to deferral election.
  - f.2. A special election shall be provided for bonuses.
  - f.3. Bonuses paid within 2½ months of the end of the Plan Year shall be subject to the deferral election for the prior Plan Year.
- g. May not make Elective Deferrals if:
  - g.1. Highly Compensated Employee
  - g.2. Other excluded group - Specify: \_\_\_\_\_ (Cannot discriminate in favor of Highly Compensated Employees.)

### D2. Automatic Compensation Reduction (ACR) (Section 2.2.2(b))

- a. Not permitted.
- b. The automatic Compensation reduction under Section 2.2.2(b) shall be equal to \_\_\_\_\_% (insert up to 10%) of Compensation. (Select one)
  - b.1. Apply to new Participants.
  - b.2. Apply to current Participants without an election.
  - b.3. Apply to all Participants with prior year elections that are less than the automatic reduction percentage.
  - b.4. Apply to all Employees hired after \_\_\_/\_\_\_/\_\_\_ (MM/DD/YYYY) upon entry into the Plan.
  - b.5. Apply to all Participants upon entry into the Plan and all Participants without an election as of \_\_\_/\_\_\_/\_\_\_ (MM/DD/YYYY).
- c. Annual Increase in a Participant's ACR shall be \_\_\_\_\_% up to a maximum ACR of \_\_\_\_\_% (insert up to 10%) of Compensation.

### D3. Catch-up Contributions (Section 2.2.2(c))

- a. Not applicable - No Catch-up Contributions permitted
- b. Catch-up Contributions are permitted after \_\_\_/\_\_\_/\_\_\_ (Enter December 31, 2001 or a later date.)
- c. Catch-up Contributions will not be matched (**Note:** Exclusion of Catch-up Contributions from match calculations may result in difficult calculation problems.)

**D4. Roth Deferrals (after-tax 2.2.2(a))**

- a. Not applicable - No Roth Deferrals permitted
- b. Roth Deferrals are permitted after \_\_\_/\_\_\_/\_\_\_\_ (Enter December 31, 2005 or a later date.)
- c. Roth Deferrals are permitted after \_\_\_/\_\_\_/\_\_\_\_. (Enter December 31, 2005 or a later date.) A Participant's deferrals must be either all Roth or all pre-tax.
- d. Roth Deferrals will not be matched.

**D5. Deemed Individual Retirement Account**

- a. Not applicable - No Deemed IRAs permitted
- b. Deemed IRAs permitted after \_\_\_/\_\_\_/\_\_\_\_ (Enter December 31, 2005 or a later date.)
  - b.1. Pre-tax IRA
  - b.2. After-tax Roth IRA

**D6. Voluntary Employee Contributions (After-Tax Only) - Section 2.2.3**

- a. Plan does not permit Voluntary Employee Contributions
- b. Plan permits Voluntary Employee Contributions
  - b.1. Match Voluntary Employee Contributions in same manner as Elective Deferrals
  - b.2. Do not match Voluntary Employee Contributions
  - b.3. But not in excess of \_\_\_\_\_% of Compensation.
  - b.4. But not in excess of \_\_\_\_\_ per Plan Year.
  - b.5. But not after \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY).

**D7. Requirement to Share in Non-Elective Contribution Allocation - In order to share in the allocation of the Employer's Non-Elective Contribution for the Plan Year, a Participant: (Select all applicable. Does not apply to CODA Safe Harbor Contribution. See *Part II.D.17.*)**

- a. Not applicable - No Non-Elective Contributions.
- b. May not share in Non-Elective Contribution if:
  - b.1. Highly Compensated Employee
  - b.2. Key Employee
  - b.3. Other excluded group - Specify:  
\_\_\_\_\_  
(Cannot discriminate in favor of Highly Compensated Employees.)
- c. Will be eligible regardless of Hours of Service
- d. Must complete \_\_\_\_\_ Hours of Service (cannot exceed 1000)
- e. Must complete \_\_\_\_\_ Hours of Service (cannot exceed 1000), **or** be employed on the last day of the Plan Year
- f. Must complete \_\_\_\_\_ (cannot exceed 1000) Hours of Service **and** be employed at Plan Year end

- g. Must be employed on the last day of the Plan Year.
- h. Must have received Compensation since prior Allocation Date.
- i. Must be employed on the Allocation Date for Employer Contributions.
- j. Elapsed Time Method - substitute one of the following in lieu of an hours requirement:
  - j.1. \_\_\_ consecutive calendar days (not to exceed 365).
  - j.2. \_\_\_ consecutive calendar months (not to exceed 12).
- k. Regardless of the selections in D.7.d-j., a Participant will be eligible:
  - k.1. If the Participant dies during the Plan Year:
    - 1.A. No hours requirement.
    - 1.B. Only if the Participant meets Hours of Service requirement.
  - k.2. If the Participant retires during the Plan Year:
    - 2.A. No hours requirement.
    - 2.B. Only if the Participant meets Hours of Service requirement.
  - k.3. If the Participant becomes Disabled during the Plan Year:
    - 3.A. No hours requirement.
    - 3.B. Only if the Participant meets Hours of Service requirement.
- l. Contributions on Behalf of Disabled Participants - The Employer: (Select one of l.1., l.2., or l.3., and if l.2. or l.3. is selected, must select l.4.)
  - l.1. Will not make contributions on behalf of Disabled Participants based on imputed Compensation.
  - l.2. Will make contributions on behalf of Disabled Participants who are not Highly Compensated Employees on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such imputed Compensation for the Disabled Participant may be taken into account only if the contributions made on behalf of such Participant will be nonforfeitable when made. Compensation will mean Compensation as the term is defined in Part I, Article II.
  - l.3. Will make contributions on behalf of Disabled Participants on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such imputed Compensation for the Disabled Participant may be taken into account only if the contributions made on behalf of such Participant will be nonforfeitable when made. Compensation will mean Compensation as the term is defined in Part I, Article II.

*Note: If l.2. or l.3. is selected, must select E.3.f.3. and E.3.l.3., 100% vesting for Disabled Participants.*

  - l.4. Contributions for Disabled Participants based on imputed Compensation shall:
    - l.4.A. Be made for only the Plan Year in which he becomes Disabled
    - l.4.B. Be made for \_\_\_ Plan Years provided he continues to be Disabled
    - l.4.C. Be made until the end of the Plan Year in which he attains Early Retirement Age
    - l.4.D. Be made until the end of the Plan Year in which he attains Normal Retirement Age

- m. To satisfy the minimum coverage requirements of Code section 410(b), the Employer elects to apply the Fail Safe Allocation provisions of *Section 2.3.6*.

**D8. Non-Elective Contribution** - The Employer's Non-Elective Contribution to the Plan shall be: (If you select one of a. through g., you may also select h. and i.)

- a. Not applicable - Non-Elective Contributions are not permitted.
- b. Discretionary, out of profits.
- c. Discretionary, but not limited to profits.
- d. Discretionary, but not limited to profits, by Employee Classification defined in D.9.e. below.
- e. Discretionary, but not limited to profits, by Employee Classification; each Participant is a separate class.
- f. An amount necessary to meet the allocation requirements in D.9. below.
- g. \_\_\_\_\_% of Eligible Compensation. (Not to exceed 25)
- h. Prevailing Wage Contribution - This contribution shall be determined pursuant to the Davis Bacon Act or any other Federal, State, or Municipal prevailing wage law. All contributions must be 100% vested at all times, and shall be made on a timely basis as required by the various acts. No age or service requirement under this Plan shall apply to this contribution. (Must attach prevailing wage schedule.)
  - h.1. This contribution will be treated as a QNEC and will be added to any other Non-Elective Contribution made to the same Participants.
  - h.2. This contribution will be treated as a QNEC and will reduce any other Non-Elective Contribution made to the same Participants.
- i. Top-Heavy - In the event the Plan is Top-Heavy the Employer will, if necessary, make an additional contribution to meet the Top-Heavy requirements.

**D9. Allocation Method** - The Employer Non-Elective Contribution is allocated to Participants on the basis selected below. (If you select one of b. through k., you may also select l.) (Does not apply to CODA Safe Harbor Contributions. See *Part II.D.17.*)

- a. Not applicable - No Non-Elective Contributions.
- b. Proportionate to salary - Based upon each Participant's Compensation in proportion to the Compensation of all Participants.
- c. Integrated with Social Security - see *Sections 2.3.1 and 2.3.5*. (Also select one of m. through r., below.)
  - c.1. Use Steps One through Four in *Section 2.3.5* of Plan in all cases.
  - c.2. Use Steps One through Four in *Section 2.3.5* of Plan only when Plan is Top-Heavy.
  - c.3. Use Steps Three and Four in all cases. Top-Heavy adjustments shall be made pursuant to *Section 2.3.5(b)*.
  - c.4. Limit disparity to \_\_\_\_\_% (Use when limiting disparity to less than the Maximum Permitted Disparity.)



- d. Age-Weighted: Each eligible Participant shall receive an allocation equal to a percentage of the Non-Elective Contribution for the Plan Year, such percentage to equal the ratio that the present value of a monthly Straight Life Annuity, payable at Normal Retirement Age, of one (1%) percent of his Compensation for the Plan Year bears to the present value of such annuities for all eligible Participants for that Plan Year.

The present value of a Participant's Straight Life Annuity equals one (1%) of his Compensation for the Plan Year multiplied by the applicable factor in Table I (based on the Participant's Normal Retirement Age) and the applicable factor in Table II (based on the number of years the Participant's Normal Retirement Age exceeds his current age) at the end of the Basic Plan Document. These factors are based on the interest rate(s) and mortality table set forth below:

Present value factors are based on:

<u>Normal Retirement Age</u>	<u>Pre-retirement interest rate:</u>	<u>Post-retirement interest rate:</u>
	<input type="checkbox"/> 7.50%	<input type="checkbox"/> 7.50%
	<input type="checkbox"/> 8.00%	<input type="checkbox"/> 8.00%
	<input type="checkbox"/> 8.50%	<input type="checkbox"/> 8.50%

Post-Retirement Mortality

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> UP-84 (unisex)  | <input type="checkbox"/> 71 GAM - female | <input type="checkbox"/> 83 GAM - female        |
| <input type="checkbox"/> 71 IAM - male   | <input type="checkbox"/> 83 IAM - male   | <input type="checkbox"/> 83 GAM - blended 50/50 |
| <input type="checkbox"/> 71 IAM - female | <input type="checkbox"/> 83 IAM - female | <input type="checkbox"/> 94 GAR (unisex)        |
| <input type="checkbox"/> 71 GAM - male   | <input type="checkbox"/> 83 GAM - male   |   |

- e. Prorate by Classification. Each eligible Participant shall receive an allocation for the Plan Year equal to a prorate percentage of the Employer's discretionary Non-Elective Contribution specified for the Employee Classification of which the Participant is a member, such percentage to equal the ratio that the Participant's Compensation for the Plan Year bears to the aggregate Compensation for all eligible Participants in the same Employee Classification for that Plan Year. (Must complete classification definitions below.)

<u>Classification</u>	<u>Description</u>
A	_____
B	_____
C	_____
D	_____
E	_____
F	_____
G	_____
H	_____
I	_____
J	_____

- f. Percentage of Compensation or Dollar Amount Per Participant Each eligible Participant shall receive an allocation of the Employer Non-Elective Contribution, such allocation will be based on the Participant's classification. There shall be a separate classification for each Participant identified by the Participant's name. A list of each classification and the associated percentage or dollar amount shall be prepared for each Plan Year not later than the time prescribed by law for filing the return for such applicable taxable year (including any extensions), and shall be maintained as part of the administrative records of the Plan.

NOTE: The list must be updated on an annual basis prior to making the allocation.

NOTES: For (e) and (f). The classification definition may not be a definition limiting the group of NHCEs to the group 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 IRC 410(b). In the case of Self-Employed Individuals, (i.e. sole proprietors or partnerships), the requirements of Treasury Regulation section 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.

- g. Tiered formula: Each eligible Participant shall receive an allocation of the Employer's discretionary contribution in accordance with the following table: It is not necessary to contribute an amount sufficient to fund each tier.  
 Tier 1 Up to \_\_\_\_\_% of Compensation not in excess of \_\_\_\_\_ plus  
 Tier 2 Up to \_\_\_\_\_% of Compensation in excess of the amount in Tier 1, but not in excess of \_\_\_\_\_ plus  
 Tier 3 Up to \_\_\_\_\_% of Compensation in excess of the amount in Tier 2, but not in excess of \_\_\_\_\_ plus  
 Tier 4 Up to \_\_\_\_\_% of Compensation in excess of the amount in Tier 3, but not in excess of \_\_\_\_\_ plus  
 Tier 5 Up to \_\_\_\_\_% of Compensation in excess of the amount in Tier 4, but not in excess of \_\_\_\_\_ plus  
 Tier 6 Up to \_\_\_\_\_% of Compensation in excess of the amount in Tier 5  
 The tiers will be applied:
  - g.1. By allocating the Employer contribution tier by tier until no remaining contribution remains. The percentages entered above represent the maximum amount that can be allocated to a specific tier.
  - g.2. As stated. (Money purchase type formula)
- h. Age Based Allocation. Each eligible Participant shall receive a allocation of the Employer discretionary contribution based on the age of the Participant as shown in the table below: (Plans intending to provide a schedule that "increases smoothly" under Reg. 1.401(a)(4)-8 must enter percentages that increase, but not more than 5% points or by a ratio of 2.)  
 Ages grouped in 10 year intervals:

Attained Age	Percentage of Compensation
Less than 25	_____ %
25 to 34	_____ %
35 to 44	_____ %
45 to 54	_____ %
55 to 64	_____ %

65 or older \_\_\_\_\_%

- i. Each Participant will receive:  
(Must select at least age or service.)
  - i.1. \_\_\_\_\_ points for each year of age.
  - i.2. \_\_\_\_\_ points for each Year of Service. A Year of Service for this purpose means \_\_\_\_\_ Hours of Service in an Eligibility Computation Period.
    - 2.A. All service.
    - 2.B. Service as a Participant.
    - 2.C. Service limited to \_\_\_\_\_ years.
  - i.3. \_\_\_\_\_ points for each \_\_\_\_\_ (not to exceed \$200) of Compensation.
  - i.4. Each Participant will be limited to \_\_\_\_\_ total points.

Each Participant's allocation shall bear the same relationship to the Employer Contribution as his or her total points bears to all points awarded.

- j. A flat dollar amount that is the same for all Participants.
  - j.1. Per Plan Year
  - j.2. Per Compensation Computation Period
- k. \_\_\_\_\_ per Hour of Service credited to each Participant for the Plan Year.
  - k.1. Do not limit Hours of Service
  - k.2. Limit Hours of Service in allocation to \_\_\_\_\_ hours.
- l. The Prevailing Wage Contribution shall be allocated according to the attached prevailing wage schedule. (Must attach prevailing wage schedule.)

The Integration Level is equal to:

- m. The Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year.
- n. \_\_\_\_\_ (Not to exceed the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year.)
- o. \_\_\_\_\_ % (Not to exceed 100) of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year.
- p. The greater of \$10,000 or 20% of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year.
- q. 80% of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year plus \$1.00.
- r. 80% of the Taxable Wage Base under section 230 of the Social Security Act in effect as of the first day of the Plan Year rounded up to the next \$1,000.

*NOTE: The Employer Contribution allocable to Compensation in excess of the Integration Level (IL) may not exceed 5.4% if the IL is more than 80% but less than 100% of the Taxable Wage Base (TWB) under section 230 of the Social Security Act in effect as of the first day of the Plan Year, and may not exceed 4.3% if the IL is greater than 20% of the TWB, but not more than 80% of the TWB, and greater than \$10,000.*

*This Plan may not provide for permitted disparity if the Employer maintains any other plan that provides for permitted disparity or imputes permitted disparity and benefits any of the same Participants.*

**D10. Requirement to Share in Matching Contribution Allocation** - Those Participants eligible to share in the allocation of the Employer's Matching Contribution for the Plan Year: (Select all applicable. Does not apply to CODA Safe Harbor Contribution. See *Part II.D.17.*)

- a. Not applicable - No Matching Contributions.
- b. May not share in Matching Contribution if:
  - b.1. Highly Compensated Employee
  - b.2. Key Employee
  - b.3. Other excluded group - Specify: \_\_\_\_\_ (Cannot discriminate in favor of Highly Compensated Employees.)
- c. Will be eligible regardless of Hours of Service.
- d. Must complete \_\_\_\_\_ Hours of Service (cannot exceed 1000)
- e. Must complete \_\_\_\_\_ Hours of Service (cannot exceed 1000), **or** be employed on the last day of the Plan Year
- f. Must complete \_\_\_\_\_ (cannot exceed 1000) Hours of Service **and** be employed at Plan Year end
- g. Elapsed Time Method - substitute one of the following in lieu of an hours requirement above:
  - g.1. \_\_\_\_\_ consecutive calendar days (not to exceed 365).
  - g.2. \_\_\_\_\_ consecutive calendar months (not to exceed 12).
- h. Regardless of the selections in items D.10.d-g., a Participant will be eligible:
  - h.1. If the Participant dies during the Plan Year:
    - 1.A. No hours requirement.
    - 1.B. Only if the Participant meets Hours of Service requirement.
  - h.2. If the Participant retires during the Plan Year:
    - 2.A. No hours requirement.
    - 2.B. Only if the Participant meets Hours of Service requirement.
  - h.3. If the Participant becomes Disabled during the Plan Year:
    - 3.A. No hours requirement.
    - 3.B. Only if the Participant meets Hours of Service requirement.
- i. To satisfy the minimum coverage requirements of Code section 410(b), the Employer elects to apply the Fail Safe Allocation provisions of Section 2.3.6.

**D11. Allocation Method for Matching Contributions** - Matching Contributions shall be allocated to eligible Participants in an amount: (See *Part II.D.17* for CODA Safe Harbor Provisions.)

- a. Not applicable - No Matching Contributions.
- b. Proportionate to the Elective Deferrals made on behalf of a Participant.
- c. Based on a discretionary percentage, determined by the Employer, of each tier of a Participant's Elective Deferrals or flat dollar amount allocated on a uniform basis to all Participants, as determined by the Employer
- d. Equal to \_\_\_\_\_% of the Elective Deferrals made on behalf of a Participant.

- e. Graded based on the dollar amount of the Elective Deferral of each Participant as follows:

\_\_\_\_\_ % of the first \_\_\_\_\_ plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ plus  
 \_\_\_\_\_ % thereafter

- f. Graded based on a percentage of each Participant's Compensation contributed as an Elective Deferral as follows:

\_\_\_\_\_ % of the first \_\_\_\_\_ % plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ % plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ % plus  
 \_\_\_\_\_ % of the next \_\_\_\_\_ % plus  
 \_\_\_\_\_ % thereafter

- g. Graded based on each Participant's Years of Service or participation as follows:

- g.1. Based on Service
- g.2. Based on participation

Exceeding	Matching Percentage
_____ years	_____ % plus
_____ years	an additional _____ % plus
_____ years	an additional _____ % plus
_____ years	an additional _____ % plus
_____ years	an additional _____ % plus
_____ years	an additional _____ %

- h. Graded based on each Participant's Years of Service or participation as follows:

- h.1. Based on Service
- h.2. Based on participation

Exceeding	Matching Percentage
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %
_____ years	_____ %

- i. Classification Based Matching Contribution.

<u>Employee Classification</u>	<u>Description</u>	<u>Matching Percentage</u>
A	_____	%
B	_____	%
C	_____	%
D	_____	%
E	_____	%
F	_____	%
G	_____	%
H	_____	%
I	_____	%
J	_____	%

- j. Classification Based Matching Contribution. Discretionary by class.

<u>Employee Classification</u>	<u>Description</u>
A	_____
B	_____
C	_____
D	_____
E	_____
F	_____
G	_____
H	_____
I	_____
J	_____

*NOTE: Graded percentages entered in e. through h. must decrease as percentage or amount of Elective Deferral increases in order to meet safe harbor requirements.*

**D12. Limitations on Matching Contributions** - The Employer shall not make Matching Contributions: (Select all applicable.)

- a. Not applicable - No Matching Contribution or no limit.
- b. With respect to Elective Deferrals in excess of \_\_\_\_\_% of a Participant's Compensation.
- c. In excess of \_\_\_\_\_ for any Participant.

**D13. Supplemental Discretionary Matching Contribution** - Shall be allocated to eligible Participants in an amount:

- a. Not applicable - No supplemental discretionary Matching Contribution.
- b. Proportionate to the Elective Deferrals made on behalf of a Participant.
- c. According to the method selected in D.11.b. through D.11.h. above.

**D14. Allocation Date for Non-Elective Contributions and Matching Contributions** - For the purposes of this Plan, Non-Elective Contributions and Matching Contributions are allocated as of:

**Non-Elective Contributions**

- a. Not applicable - No Non-Elective Contribution.
- b. The last day of the Plan Year.

- c. The Valuation Date elected in B2 coincident with or next following the date the Non-Elective Contribution is made.
- d. The Period selected in *Part II.C.3.* - The Compensation Computation Period.
  - d.1. No True-up
  - d.2. True-up to the current pay period for the Plan Year to date.
  - d.3. True-up at the end of the Plan Year.
- e. Other - Specify: \_\_\_\_\_  
(Must be allocated at least annually.)

**Matching Contributions**

- f. Not applicable - No Matching Contribution.
- g. The last day of the Plan Year.
- h. The Valuation Date elected in B2 coincident with or next following the date the Matching Contribution is made.
- i. The Period selected in *Part II.C.3.* - The Compensation Computation Period.
  - i.1. No True-up.
  - i.2. True-up to the current pay period for the Plan Year to date.
  - i.3. True-up at the end of the Plan Year.
- j. Other - Specify: \_\_\_\_\_  
(Must be allocated at least annually.)

**D15. Allocation of Qualified Non-Elective Contributions ("QNEC")** - (Select a. or b. If a. is selected, do not complete the remainder of this Section D.15. If you choose g you must also choose one of e. or f.) (May only be used in ADP test if Current Year Testing is selected in F1.)

- a. QNECs are not permitted.
- b. QNECs shall be made at the Employer's discretion.

QNECs shall be allocated: (Complete c. and d., if applicable.)

- c. On behalf of:
  - c.1. All Participants.
  - c.2. Solely on behalf of Participants who are not Highly Compensated Employees.
- d. Who are eligible to receive an allocation of:
  - d.1. Non-Elective Contributions.
  - d.2. Elective Deferrals.
  - d.3. Matching Contributions.

QNECs shall be allocated:

- e. In proportion to a Participant's Compensation.
- f. As a uniform dollar amount.

- g. To the extent necessary to satisfy the ADP or ACP test, beginning with the lowest paid Non-Highly Compensated Employees. (May be used with Prior Year testing method (F.1.a.) only if the contribution is made within the 12-month period following the last day of the Prior Year.)

**Warning:** To use the QNEC in the ADP or ACP test, you must comply with Reg. 1.401(k)-2(a)(6)(iv) or Reg. 1.401(m)-2(a)(6)(v), respectively, which require the QNEC to either be less than 5% of a Participant's compensation or no more than twice a "representative contribution rate" determined by analyzing the QNECs provided to all Non-Highly Compensated Employees.

**D16. Allocation of Qualified Matching Contributions ("QMACs")** - (Select a. or b. If a. is selected, do not complete the remainder of this Section D.16. If you choose g. you must also choose one of e. or f.) (May only be used in ACP test if Current Year Testing is selected in F2.)

- a. QMACs are not permitted.
- b. QMACs shall be made at the Employer's discretion.

QMACs shall be allocated: (Complete c. and d., if applicable.)

- c. On behalf of:
  - c.1. All Participants.
  - c.2. Solely on behalf of Participants who are not Highly-Compensated Employees.
- d. Who are eligible to receive an allocation of:
  - d.1. Non-Elective Contributions.
  - d.2. Elective Deferrals.
  - d.3. Matching Contribution.

QMACs to those who have made an Elective Deferral shall be allocated:

- e. As a uniform dollar amount.
- f. As a uniform percentage of Elective Deferrals.
- g. To the extent necessary to satisfy the ADP or ACP test, beginning with the lowest paid Non-Highly Compensated Employees. (May be used with Prior Year testing method (F.1.c.) only if the contribution is made within the 12-month period following the last day of the Prior Year.)

**Warning:** To use the QMAC in the ADP or ACP test, you must comply with Reg. 1.401(k)-2(a)(6)(v) or Reg. 1.401(m)-2(a)(5)(ii), respectively, which require the matching rate to either be 100% or less or no more than twice a "representative matching rate" determined by analyzing the QMACs provided to all Non-Highly Compensated Employees.

### **Safe Harbor CODA Provisions**

**D17. Safe Harbor CODA Contributions** - If D.17.a. is checked do not fill out D.18-D.22.

- a. The Plan is not intended to satisfy the Safe Harbor CODA requirements.
- b. The Safe Harbor CODA provisions of Part II Article IX of the Plan shall apply (Safe Harbor Option).



In any Plan Year in which this Plan is designated as a Safe Harbor CODA Plan under Part II Article IX:

- b.1. Matching Contributions under Part II.D.11. of the Adoption Agreement shall be made (Non-Safe Harbor).
- b.2. Matching Contributions under Part II.D.11. of the Adoption Agreement shall not be made (Safe Harbor).

**D18. ADP Test Safe Harbor Contribution** - (Complete only if 17.b. is checked.) The Employer will make the following contributions for the Plan Year: (May select one of a., and b. if applicable, and must select one of c., d., e., f. or g., and h. if applicable.)

a. Provide the ADP Test Safe Harbor Contribution to:

- a.1. Each Participant who is eligible to make Elective Deferrals.
- a.2. Each Participant eligible to make Elective Deferrals who is a Non-Highly Compensated Employee.
- a.3. Each Participant eligible to make Elective Deferrals who is a Non-Highly Compensated Employee or a Non-Key Employee.
- a.4. Other: \_\_\_\_\_  
(Cannot discriminate in favor of Highly Compensated Employees)
- b. Participants who have not completed a Year of Service since their original Employment Commencement Date, or have not yet reached age 21, and are not employed on the earlier of the first day of the next Plan Year after meeting the preceding requirements or 6 months after meeting the preceding requirements, will not receive the ADP Safe Harbor Contribution.

The ADP Test Safe Harbor Contribution is:

- c. The Basic Matching Contribution of 100% of the Elective Deferral that does not exceed 3% of Compensation, plus 50% of the Elective Deferral that exceeds 3% of Compensation but does not exceed 5% of Compensation.
- d. An Enhanced Matching Contribution equal to 150 percent of the first 3% of Compensation deferred.
- e. An Enhanced Matching Contribution equal to 100 percent of the first 4% of Compensation deferred.
- f. An Enhanced Matching Contribution equal to the sum of:
  - f.1. \_\_\_\_\_% (not less than 100%) of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% of Compensation, plus
  - f.2. \_\_\_\_\_% of the Elective Deferrals that exceed \_\_\_\_\_% of Compensation but do not exceed \_\_\_\_\_% of Compensation.

(In the second blank in f.1. and the second blank in f.2. insert a number that is equal to or greater than 3 but not greater than 6. The first and last blanks in f.2. must be completed so that, at any rate of Elective Deferrals, the Matching Contribution is at least equal to the Matching Contribution receivable if the Employer were making the Basic Matching Contribution of item c. The rate of match cannot increase as the Elective Deferrals increase. For example, if "6" is inserted in the blank in f.1., then f.2. does not need to be completed. This contribution will also satisfy the ACP Test Safe Harbor Contribution requirements.)

- g. Safe Harbor Non-Elective Contribution to each eligible Participant in an amount equal to \_\_\_\_\_ % of Compensation. (Must be 3% or more.)
- h. The ADP Test Safe Harbor Non-Elective Contribution will be made to: \_\_\_\_\_ . (Insert name of defined contribution plan of Employer.)

*NOTE: No additional contributions are required in order to satisfy the requirements for the ADP Safe Harbor. However, if the Employer wishes to make matching contributions that satisfy the ACP Test Safe Harbor requirements, then complete the following.*

**D19. ACP Test Safe Harbor Contribution** - (Complete only if D17.b. is checked.) The Plan satisfies the requirements of the ADP Test Safe Harbor and the Employer elects to make the following additional ACP Test Safe Harbor Contribution:

- a. Not Applicable - Only the Safe Harbor Non-Elective Contribution of D18.g. will be made.
- b. The ACP Test Safe Harbor Contribution is satisfied by the Basic Matching Contribution or the Enhanced Matching Contribution of Part II.D.18.
- c. A Safe Harbor Matching Contribution will be made.

Provide the additional ACP Test Safe Harbor Contribution to: (Select all applicable.)

- c.1. Each Participant who is eligible to make Elective Deferrals.
- c.2. Each Participant eligible to make Elective Deferrals who is a Non-Highly Compensated Employee.
- c.3. Each Participant eligible to make Elective Deferrals who is a Non-Highly Compensated Employee or a Non-Key Employee.
- c.4. Other: \_\_\_\_\_  
(Cannot discriminate in favor of Highly Compensated Employees)
- c.5. Participants who have not completed a Year of Service since their original Employment Commencement Date, or have not yet reached age 21, and are not employed on the earlier of the first day of the next Plan Year after meeting the preceding requirements or 6 months after meeting the preceding requirements, will not receive the ACP Safe Harbor Contribution.

The additional ACP Test Safe Harbor Contribution is:

- c.6. \_\_\_\_\_ % of the Elective Deferrals that do not exceed 6% of Compensation.

- c.7. \_\_\_\_\_% of the Elective Deferrals that do not exceed \_\_\_\_\_% of Compensation, plus \_\_\_\_\_% of the Elective Deferrals thereafter that do not exceed 6% of Compensation. (The number inserted in the third blank cannot exceed the number inserted in the first blank.)
- c.8. A discretionary percentage (determined by the Employer for the Plan Year) of the Elective Deferrals that do not exceed 6% of a Participant's Compensation, such that the allocation of the additional ACP Test Safe Harbor Contribution does not exceed 4% of a Participant's Compensation for the Plan Year. (This option may be checked by itself or in combination with b. and c.6. or b. and c.7.)

**D20. Vesting of the Additional ACP Test Safe Harbor Matching Contribution** - (Complete only if 19.c. is checked.) The additional ACP Test Safe Harbor Matching Contribution will be vested in accordance with the following schedule:

- a. At the rate of 20% each year after 2 Years of Vesting Service (20% vested in second year).
- b. 100% vesting after \_\_\_ Year(s) of Vesting Service (not to exceed 3).
- c. 100% vesting upon participation.
- d. 100% vesting if any of the following occurs while the Participant is still an Employee: (Must also select another alternative.)
  - d.1. Attainment of Early Retirement Age
  - d.2. Death
  - d.3. Disability
- e. Other: (Optional vesting schedule must be at least as favorable as a. or b. above)

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 or more	_____

If the Plan becomes Top-Heavy, vesting will be:

- f. Same as non-Top-Heavy vesting schedule. (Must be at least as favorable as g. or h.)
- g. At a rate of 20% per year beginning with the second Year of Vesting Service.
- h. 100% vesting after \_\_\_ Year(s) of Vesting Service (not to exceed 3).
- i. 100% vesting upon participation.
- j. 100% vesting if any of the following occurs while the Participant is still an Employee:
  - j.1. Attainment of Early Retirement Age
  - j.2. Death
  - j.3. Disability
- k. Other: (Optional vesting schedule must be at least as favorable as g. or h. above)

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____

- 3 but less than 4 \_\_\_\_\_
- 4 but less than 5 \_\_\_\_\_
- 5 but less than 6 \_\_\_\_\_
- 6 or more \_\_\_\_\_

**D21. Timing of Safe Harbor Contributions** - The Safe Harbor Contributions shall be allocated on: (If a.3., a.4., a.5., a.6. or b is selected complete c.)

- | <u>ADP Safe Harbor Contributions</u>   | <u>ACP Safe Harbor Contributions</u>           |
|--|--|
| <input type="checkbox"/> a.1.  | <input type="checkbox"/> a.2. An annual basis. |
| <input type="checkbox"/> a.3.  | <input type="checkbox"/> a.4. Quarterly        |
| <input type="checkbox"/> a.5.  | <input type="checkbox"/> a.6. Monthly          |
| <input type="checkbox"/> b. A payroll period basis - the Safe Harbor Contributions will be made only with respect to the Compensation and Elective Deferrals for the payroll period (the "payroll period method"). |  |
| <input type="checkbox"/> c. True-up Election   |  |
| <input type="checkbox"/> c.1. No True-up   |  |
| <input type="checkbox"/> c.2. True-up each calendar month with respect to the Compensation and Elective Deferrals for that calendar month.   |  |
| <input type="checkbox"/> c.3. True-up each plan-year quarter with respect to the Compensation and Elective Deferrals for that plan-year quarter.   |  |
| <input type="checkbox"/> c.4. True-up at the end of each Plan Year.  |  |

**D22. Compensation for Safe Harbor Contributions** - Subject to Section 2.9.2(a) for purposes of determining the Compensation for the ADP Test Safe Harbor Contribution and the ACP Test Safe Harbor Contribution, Compensation shall be:

- a. Compensation as defined for Wages, Tips and Other Compensation Box on Form W-2. (Must include or exclude all of a.2 through a.7 for Code section 414(s) safe harbor compensation.)  
Include: (Select either a.1. or any combination of a.2. through a.7)
  - a.1. All of the items listed in a.2 through a.7
  - a.2. 402(h)(1)(B) (SEP deferrals)
  - a.3. 125 (Cafeteria Plan)
  - a.4. Deemed Section 125 Compensation
  - a.5. 132(f)(4) (Transportation)
  - a.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - a.7. 457(b).
- b. Compensation as defined in Code section 3401(a). (Must include or exclude all of b.2 through b.7 for Code section 414(s) safe harbor compensation.)  
Include: (Select either b.1. or any combination of b.2. through b.7)
  - b.1. All of the items listed in b.2 through b.7
  - b.2. 402(h)(1)(B) (SEP deferrals)
  - b.3. 125 (Cafeteria Plan)
  - b.4. Deemed Section 125 Compensation
  - b.5. 132(f)(4) (Transportation)
  - b.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - b.7. 457(b).

- c. Compensation as defined in Code section 415(c)(3). (Must include or exclude all of c.2 through c.7 for Code section 414(s) safe harbor compensation.)  
Exclude: (Select either c.1. or any combination of c.2. through c.7)
  - c.1. All of the items listed in c.2 through c.7
  - c.2. 402(h)(1)(B) (SEP deferrals)
  - c.3. 125 (Cafeteria Plan)
  - c.4. Deemed Section 125 Compensation
  - c.5. 132(f)(4) (Transportation)
  - c.6. 402(e)(3) (401(k) and 403(b) deferrals)
  - c.7. 457(b).
  
- d. Section 2.9.2(a), a Participant's Compensation for the initial year of participation shall be measured as follows:
  - d.1. From Entry Date as a Participant
  - d.2. For the full Plan Year
  
- e. Exclude compensation that is (no exclusions permitted for Code section 414(s) safe harbor compensation):
  - e.1. overtime
  - e.2. commissions
  - e.3. discretionary bonuses
  - e.4. bonuses
  - e.5. taxable employee benefits
  - e.6. in excess of \_\_\_\_\_ (Does not apply to Non-Highly Compensated Employees)
  - e.7. other exclusion - Specify: \_\_\_\_\_

(Cannot discriminate in favor of Highly Compensated Employees.)

**D23. 401(k) SIMPLE Provisions**

- a. The Employer elects to have the 401(k) SIMPLE Provisions described in Article VIII apply to the Plan. (This option may be selected only if the Plan uses a calendar year Plan Year and the Employer is an Eligible Employer as defined in Section 2.8.2(b) of the Plan.)
- b. In lieu of the Matching Contribution described in Section 2.8.4(a) of the Plan the Employer shall make a Non-Elective Contribution described in Section 2.8.4(b) of the Plan that will be allocated to all Eligible Employees who received at least \_\_\_\_\_ [INSERT AN AMOUNT LESS THAN \$5,000] of Compensation for the Year.
- c. The Plan previously adopted SIMPLE provisions, but that status is revoked effective as of January 1, \_\_\_\_\_. **Note:** An amendment to revoke SIMPLE status must be adopted before the effective date.

## Section E is completed only if the Plan permits Non-Elective or Matching Contributions

### E. Vesting Provisions

**E1. Years of Vesting Service** - A Year of Vesting Service is the 12 consecutive month period specified in the Adoption Agreement in which an Employee performs at least 1000 Hours of Service unless a lesser number is specified. For this purpose, the computation period shall be: (Select a., b., c. or d.)

- a. The Plan Year
- b. The Eligibility Computation Period selected at *Part II.A.3*
- c. The 12-month period ending on the Participant's employment anniversary date
- d. The calendar year ending with or within the Plan Year.

In lieu of 1,000 Hours of Service, the Participant's service shall be:

- e. \_\_\_\_ Hours of Service (not to exceed 1000)
- f. Determined under the Elapsed Time Method using the following measure:
  - f.1. \_\_\_\_ months of service
  - f.2. \_\_\_\_ days of service  
(May not require more than 12 months or 365 days)

**E2. Excluded Years** - All Years of Vesting Service are taken into account UNLESS you exclude certain years. (Select either a. or any combination of b. through d.)

- a. Include all Years of Vesting Service.
- b. Exclude Years of Vesting Service prior to age 18.
- c. Exclude Years of Vesting Service prior to the original effective date of predecessor plan - Effective date of predecessor plan: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- d. Exclude Years of Vesting Service prior to the original Effective Date of this Plan.

**E3. Vesting Schedule** - Section 2.4.1 provides that benefits will vest in accordance with the method specified in the Adoption Agreement. (All contributions made pursuant to the ADP Safe Harbor Contribution provisions of Part II.D.18 shall be non-forfeitable at all times.)

Employer Non-Elective Accounts shall vest: (Select a., b., c., d., e., or g. Also, select f. if applicable.)

- a. Not applicable - No Non-Elective Employer Contributions.
- b. At the rate of 20% each year after 3 Years of Vesting Service (20% vested in third year).
- c. At the rate of 20% each year after 2 Years of Vesting Service (20% vested in second year).
- d. 100% vesting after \_\_\_\_ Year(s) of Vesting Service (not to exceed 5).
- e. 100% vesting upon participation.
- f. 100% vesting if any of the following occurs while the Participant is still an Employee: (Must select another alternative.)
  - f.1. Attainment of Early Retirement Age
  - f.2. Death
  - f.3. Disability
- g. Other: (Optional vesting schedule must be at least as favorable as b. or d. above)

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 but less than 7	_____
7 or more	_____

Matching Accounts shall vest: (Select h., i., j., k., or m. Also select l. if applicable.)

- h. Not applicable - No Matching Contributions.
- i. At the rate of 20% each year after 2 Years of Vesting Service (20% vested in second year).
- j. 100% vesting after \_\_\_ Year(s) of Vesting Service (not to exceed 3).
- k. 100% vesting upon participation.
- l. 100% vesting if any of the following occurs while the Participant is still an Employee: (Must select another alternative.)
  - l.1. Attainment of Early Retirement Age
  - l.2. Death
  - l.3. Disability
- m. Other: (Optional vesting schedule must be at least as favorable as i. or j. above)

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 or more	_____

**E4. Prior Vesting Schedule** - Section 3.8.3(b) provides that if the vesting schedule has been amended to a less favorable schedule, Participants may be entitled to have their vested interest calculated under the prior schedule. **Complete the following ONLY if this is an amended plan that has a new vesting schedule that is less favorable than the prior schedule.**

- a. The prior schedule for Employer Non-Elective Accounts was:

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 but less than 7	_____
7 or more	_____

Effective date of new schedule: \_\_\_/\_\_\_/\_\_\_

b. The prior schedule for Matching Accounts was:

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 or more	_____

Effective date of new schedule: \_\_\_\_\_

**E5. Top-Heavy Vesting Schedule (Section 2.6.1(b))**

Employer Non-Elective Accounts shall vest (Select a., b., c., d., e., or g. Also select f. if applicable.)

- a. Not applicable - No Non-Elective Contributions.
- b. Same as non-Top-Heavy vesting schedule. (Must be at least as favorable as c. or d. below)
- c. At a rate of 20% per year beginning with the second Year of Vesting Service.
- d. 100% vesting after \_\_\_ Year(s) of Vesting Service (not to exceed 3).
- e. 100% vesting upon participation.
- f. 100% vesting if any of the following occurs while the Participant is still an Employee:
  - f.1. Attainment of Early Retirement Age
  - f.2. Death
  - f.3. Disability
- g. Other: (Optional vesting schedule must be at least as favorable as c. or d. above)

<u>Year(s) of Vesting Service</u>	<u>Percent Vesting</u>
Less than 1	_____
1 but less than 2	_____
2 but less than 3	_____
3 but less than 4	_____
4 but less than 5	_____
5 but less than 6	_____
6 or more	_____



**E6. Re-employment** - Section 2.4.3 provides that Years of Vesting Service completed after a Break in Service are not counted for purposes of increasing the vested percentage attributable to service before the Break in Service unless reemployed within 5 years. **This provision will apply UNLESS you select one of the following:**

- a. Count all service after the Break in Service.
- b. Not applicable - 100% immediate vesting.

**The rest of Section E is not completed if ALL benefits are fully vested**

**E7. Forfeitures** (Section 2.4.4) Forfeitures are determined: (May select f. in addition to one of the options a. through e.)

- a. As of the last day of the Plan Year in which the Plan Administrator distributes the Participant's entire vested interest.
- b. In the Plan Year in which the Participant's 5th consecutive Break in Service occurs.
- c. As of the Valuation Date coincident with or next following the Distribution Determination Date. (See Section G.4.)
- d. As of the earlier of the last day of the Plan Year in which the Plan Administrator distributes the Participant's entire vested interest, or the last day of the Plan Year of the 5th consecutive Break in Service.
- e. In the Plan Year in which the 1st Break in Service occurs.
- f. Forfeitures shall be allocated in the Plan Year following the Plan Year in which they are determined.
- g. No Forfeitures shall occur if the Participant is entitled to an allocation of Forfeitures.
- h. No Forfeiture shall occur until Participant incurs a Break In Service. (Not available if b, or d selected above)

**E8. Requirement to Share in Allocation of Forfeitures** - In order to share in the allocation of Forfeitures that supplement rather than reduce other contributions, a Participant:

- a. Not applicable; Forfeitures do not supplement other contributions.
- b. Must be eligible to receive an allocation of the respective type of contribution. (Need not defer to receive Matching Forfeitures; cannot select Item E.12.a.)
- c. Is always eligible to receive an allocation of Forfeitures.
- d. Must be employed on the date the Forfeiture is determined in E.7., above.
- e. Must have received an allocation of Matching Contribution to receive an allocation of Matching Forfeitures.

**E9. Application of Forfeitures of Non-Elective Contributions** (Select all applicable. If b. is selected, must select one other option. Reduction options apply before a supplement option.)

- a. Not applicable; the Plan does not permit Non-Elective Contributions. (Skip Question E10)
- b. Applied to reduce administrative expenses of the Plan, then any remaining Forfeitures shall be applied according to the following selections.
- c. Supplement Employer Contributions.
- d. Reduce Employer Contributions. (Skip Question E10)

**E10. Reallocation to Participants of Forfeitures of Non-Elective Contributions** (Must select a. if Plan uses permitted disparity in the allocation formula.)

- a. In the same manner as Non-Elective Contributions.
- b. In proportion to each Participant's Compensation.
- c. In proportion to Matching Contributions.
- d. In proportion to Elective Deferrals.
- e. As a flat dollar amount determined by dividing the Forfeiture amount by the number of Participants eligible to receive an allocation of Forfeitures.

**E11. Application of Forfeitures of Matching Contributions** (Select all applicable. If b. is selected, select at least one other option. Reduction options apply before a supplement option.)

- a. Not applicable; the Plan does not permit Matching Contributions. (Skip Question E12)
- b. Applied to reduce administrative expenses of the Plan, then any remaining Forfeitures shall be applied according to the following selections.
- c. Supplement Employer Contributions.
- d. Reduce Employer Contributions. (Skip Question E12)

**E12. Reallocation to Participants of Forfeitures of Matching Contributions**

- a. In proportion to Matching Contributions.
- b. In proportion to each Participant's Compensation.
- c. In proportion to Elective Deferrals.
- d. In the same manner as Non-Elective Contributions.
- e. As a flat dollar amount determined by dividing the Forfeiture amount by the number of Participants eligible to receive an allocation of Forfeitures.

**E13. Restoration of Forfeitures** - If a Participant is entitled to a restoration of a Forfeiture, the necessary amount shall be restored by:

- a. Allocating other Forfeitures arising in the year of restoration to the Participant's Account to the extent thereof. If that allocation is insufficient, the Employer shall make an additional contribution specifically allocated to the Participant's Account.
- b. An additional Employer contribution specifically allocated to the Participant's Account.

## F. CODA Limitation Provisions

### F1. Prior Year - Current Year - (Sections 2.7.1 and 2.7.2)

The same testing method must be used for both the Actual Deferral Percentage (ADP) Test and the Actual Contribution Percentage (ACP) Test UNLESS the Plan prohibits use of Elective Deferrals in the ACP Test (see Item F.3.a.3), Recharacterization of Excess Contributions and Qualified Matching Contributions in the ADP Test (see Item F.2.a.3) (Section 2.7.4).

#### Elective Deferrals

The ADP Test will use: (Select all applicable)

- a. Prior Year Testing. If this is not a successor plan, for the first Plan Year that this Plan permits any Participant to make Elective Deferrals, the ADP for NHCEs shall be:
  - a.1. 3%
  - a.2. The ADP for NHCEs for the Current Year
- b. Current Year Testing (See Section 2.7.1(b) for rules to change this election)

#### Matching Contributions

The ACP Test will use: (Select all applicable)

- c. Prior Year Testing. If this is not a successor plan, for the first Plan Year that this Plan allows Matching Contributions, the ACP for NHCEs shall be:
  - c.1. 3%
  - c.2. The ACP for NHCEs for the Current Year
- d. Current Year Testing (See Section 2.7.2(b) for rules to change this election)

### F2. Actual Deferral Percentages (ADP) - Qualified Matching Contributions (QMACs) and Qualified Non-Elective Contributions (QNECs) may be taken into account as Elective Deferrals for purposes of calculating the ADP. For purposes of the ADP test in Section 2.7.1, the amount taken into account shall be: (Select all applicable) (QNEC may only be used in ADP test if Current Year Testing is selected in F1.)

#### a. For QMACs:

- a.1. All such QMAC.
- a.2. Only those QMACs that are needed to pass the ADP test.
- a.3. QMACs are not to be included in the ADP test.

#### b. For QNECs:

- b.1. All such QNECs.
- b.2. Only those QNECs that are needed to pass the ADP test.
- b.3. QNECs are not to be included in the ADP test.

**F3. Actual Contribution Percentage (ACP)** - The amount of Elective Deferrals and QNECs that may be taken into account as contribution percentage amounts for the purpose of calculating the ACP shall be: (Select all applicable.) (QMACs may only be used in ACP test if Current Year Testing is selected in F1.)

a. For Elective Deferrals:

- a.1. All such Elective Deferrals.
- a.2. Only those Elective Deferrals that are needed to pass the ACP test.
- a.3. Elective Deferrals are not to be included in the ACP test.

b. For QNECs:

- b.1. All such QNECs.
- b.2. Only those QNECs that are needed to pass the ACP test.
- b.3. QNECs are not to be included in the ACP test.

**F4. Excess Aggregate Contributions** - Vested Excess Aggregate Contributions shall be distributed to the Participant. Forfeitures of Excess Aggregate Contributions (Matching Contributions) pursuant to Section 2.7.7 shall be:

- a. Applied to reduce Employer contributions (i.e., Non-Elective, QNEC, QMAC, Matching).
- b. Allocated, after all other Forfeitures under the Plan, to each Participant's Matching Contribution Account in the ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year. Such Forfeitures will not be allocated to the Account of any Highly Compensated Employee.

**F5. Recharacterization of Excess Contributions** - Section 2.7.6 In the event all Participants are eligible to make Employee contributions, the Employer may permit the recharacterization of Excess Contributions as Voluntary Employee Contributions (after-tax).

- a. Distribute all Excess Contributions
- b. Recharacterize all Excess Contributions
- c. Distribute or recharacterize Excess Contributions, as chosen by the Participant

## G. Distribution Provisions

**G1. Method of Distribution** - Section 2.5.6 provides that the Employer may elect to permit Plan distributions to be made in the form of: (Select all applicable; must select at least one.)

- a. Lump sums
  - a.1. without regard to amount
  - a.2. not to exceed \_\_\_\_\_
  - a.3. if the Participant has completed \_\_\_ Years of Service and has attained age \_\_\_
- b. Installments
  - b.1. over \_\_\_ years payable on an annual, quarterly or monthly basis.
  - b.2. over a period of years certain selected by the Participant that is less than the life of the Participant payable on an annual, quarterly or monthly basis.
- c. Annuities
  - c.1. for not more than \_\_\_ years.
  - c.2. for the life of (Select all that apply.)
    - 2.A. the Participant.
    - 2.B. the Participant and spouse.
    - 2.C. the Participant and a Designated Beneficiary
  - c.3. for a certain period of: (Select all that apply.)
    - 3.A. 5 years
    - 3.B. 10 years
    - 3.C. 15 years
    - 3.D. 20 yearsand thereafter for the life of: (Select all that apply.)
    - 3.E. the Participant
    - 3.F. the Participant and spouse
    - 3.G. the Participant and a Designated Beneficiary
  - c.4. for a period certain selected by the Participant that is less than the life expectancy of (Select all that apply.)
    - 4.A. the Participant
    - 4.B. the Participant and spouse
    - 4.C. the Participant and a Designated Beneficiary
- d. Minimum distributable amount to non-vested Participant shall be the lesser of \_\_\_\_\_ or the Account balance.

*NOTE: No spousal consent shall be required for a distribution if the only form of distribution available or elected is a lump sum distribution. If an annuity option of life or longer is selected Qualified Joint and Survivor Annuity provisions are required.*

**G2. Mandatory Cash Out Provisions** - The Employer may elect to designate a mandatory cash-out threshold up to and including \$5,000. If the threshold exceeds \$1,000, complete Item (d):

- a. No mandatory cash out.

- b. Threshold shall be \_\_\_\_\_. (less than or equal to \$5,000)  
The distribution will occur:
  - b.1. As soon as administratively feasible.
  - b.2. As soon as administratively feasible after the next Valuation Date.
  - b.3. As soon as administratively feasible after the last day of the Plan Year.
- c. Exclude Rollover Contributions when determining the value of the Participant's nonforfeitable Account balance for purposes of the Plan's involuntary cash-out rules. This election shall apply with respect to distributions made after

(Warning: Exclusion of rollovers could trigger automatic rollover provisions if the Participant's total balance exceeds \$1,000):

\_\_\_/\_\_\_/\_\_\_ (Enter a date no earlier than December 31, 2001.)

with respect to Participants who separated from service after:

\_\_\_/\_\_\_/\_\_\_ (Enter date. The date may be earlier than December 31, 2001.)

- d. Automatic Rollover. Subject to Section 2.5.6(d), the default form of distribution for Account balances that are greater than \_\_\_\_ shall be a Direct Rollover. (Must be \$1000 or less)

**G3. Survivor Annuity Percentage** - If a Joint and Survivor Annuity is payable, the normal survivor annuity is 50% of the amount payable during the joint lives of the Participant and spouse. **This provision will apply UNLESS you select one of the following:**

- a. Other percentage - \_\_\_\_\_%. (Not less than 50% nor more than 100%.)
- b. Other percentage selected by the Participant. (Not less than 50% nor more than 100%.)

**G4. Distribution Determination Date** - Section 2.5.5 provides that, subject to the necessity of obtaining the consent of a Participant and spouse, for the purposes of determining the amount to be distributed, the Distribution Determination Date is:

- a. For a Participant who terminates employment prior to death, Disability, or retirement:
  - a.1. The last day of the Plan Year coinciding with or next following the date of termination.
  - a.2. The Valuation Date coinciding with or next following the date of termination.
  - a.3. The Valuation Date coinciding with or immediately preceding the date of termination.
  - a.4. As soon as practicable following the date of termination, based on the preceding Valuation Date.
  - a.5. The  Valuation Date,  Anniversary Date following \_\_\_ consecutive Breaks in Service.
  - a.6. The Valuation Date preceding the Participant's Normal or Early Retirement Date.

- b. For a Participant who terminates employment as a result of death, Disability, or retirement:
- b.1. The last day of the Plan Year coinciding with or next following the date of termination.
  - b.2. The Valuation Date coinciding with or next following the date of termination.
  - b.3. The Valuation Date coinciding with or immediately preceding the date of termination.
  - b.4. As soon as practicable following the date of termination, based upon the preceding Valuation Date.
  - b.5. The  Valuation Date,  Anniversary Date following \_\_\_ consecutive Breaks in Service.
- c. In the case of a Participant's interest in an Elective Account, Voluntary Account, Deductible Voluntary Account, or Rollover Account, notwithstanding the foregoing:
- c.1. The last day of the Plan Year coinciding with or next following the date of termination.
  - c.2. The Valuation Date coinciding with or next following the date of termination.
  - c.3. The Valuation Date coinciding with or immediately preceding the date of termination.
  - c.4. As soon as practicable following the date of termination, based upon the preceding Valuation Date.
  - c.5. The  Valuation Date,  Anniversary Date following \_\_\_ consecutive Breaks in Service.

**G5. Time of Distribution** - Section 2.5.3(b) provides that distributions to Participants who resign, die, have a Disability, or are discharged prior to retirement shall be:

- a. Made within a reasonable period following the Distribution Determination Date.
- b. Made as soon as administratively feasible after the next Anniversary Date.
- c. Deferred until the Normal or Early Retirement Date.

**G6. Hardship Distributions of Elective and Roth Deferrals** - Section 2.5.10 provides that an Employer may permit distributions of Elective Deferrals to Participants while employed in the event of financial hardship as specified in the Plan:

- a. Hardship distributions of Elective Deferrals are permitted.
- b. Hardship distributions of Roth Deferrals are permitted.
- c. Hardship distributions of Elective Deferrals are not permitted.
- d. Hardship distributions of Roth Deferrals are not permitted.

Hardship distributions may be made from a Participant's Elective Account, provided that Hardship distributions of earnings on Elective Deferrals may only be made on such earnings credited to the Participant's Account as of the end of the last Plan Year ending before July 1, 1989.

**G7. In Service Distributions** - Section 2.5.12 (Select all applicable.)

**Elective Deferrals, Qualified Non-Elective, Qualified Matching, and ADP Test Safe Harbor Contributions** - (Must be at least 59½.)

Must meet  any  all of the following conditions:

- a. In Service Distributions are not permitted.

- b. After age 59½ provided that amounts have been allocated for \_\_\_\_ years (Must be at least 2.); or require participation for at least \_\_\_\_ years (Must be at least 5.); or on account of Hardship.
- c. After age \_\_\_\_\_. (Must be at least 59½.)
- d. Require that amounts have been allocated for \_\_\_\_ years. (Must be at least 2.)
- e. Require participation for at least \_\_\_\_ years. (Must be at least 5.)
- f. In Service distributions are permitted upon reaching Normal Retirement Date.

**Other Accounts**

- g. In Service distributions are not permitted.
- h. In Service distributions for Accounts other than Elective Deferral Accounts not subject to age 59½ restriction are permitted.

Must meet  any  all of the following conditions:

- h.1. Require that amounts to be distributed must be fully vested and have been allocated for \_\_\_\_ years (Must be at least 2), or require participation for at least \_\_\_\_ years (must be at least 5) or on account of Hardship.
- h.2. After age \_\_\_\_\_.
- h.3. Require that amounts have been allocated for \_\_\_\_ years. (Must be at least 2.)
- h.4. Require participation for at least \_\_\_\_ years. (Must be at least 5.)
- h.5. In Service distributions are permitted upon reaching Normal Retirement Date.
- h.6. In Service distributions allowed on account of Hardship, subject to the Hardship requirements of Section 2.5.10.
- h.7. No restriction on In Service distributions of Rollover amounts and Voluntary Contribution amounts.
- h.8. Must be 100% vested in all Accounts to receive an In Service distribution from any Employer Account.
- i. In Service distributions may be taken from the following accounts:
  - i.1. All of Participant's Accounts - This election shall not include Elective Deferrals, Roth Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions or ADP Test Safe Harbor Contributions prior to a Participant attaining age 59½. Also not included are Matching Contributions to the extent used in the ADP Test prior to a Participant attaining age 59½.
  - i.2. Only the Participant's Account balances attributable to the following:
    - 2.A. Employer contribution Account
    - 2.B. Qualified Non-Elective Contribution Account upon the attainment of age 59½.
    - 2.C. Matching Contribution Account (to the extent not used in ADP Test).
    - 2.D. Matching Contribution Account used in ADP Test upon attainment of age 59½.
    - 2.E. Qualified Matching Contribution Account upon the attainment of age 59½.



- 2.F. ADP Test Safe Harbor Contributions upon the attainment of age 59½.

**G8. Qualified Domestic Relations Orders** - Section 3.11.6 provides that the Employer may elect to permit distributions to an Alternate Payee pursuant to the terms of a Qualified Domestic Relations Order even if the Participant continues to be employed.

- a. Distributions to an Alternate Payee are not permitted while the Participant continues to be employed before the earliest possible retirement age pursuant to Code section 414(p).
- b. Distributions to an Alternate Payee are permitted while the Participant continues to be employed on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator.

**G9. Required Minimum Distributions**

- a. Required Beginning Date - The General Rule in Section 2.5.4(i)(5) states that minimum distributions to a Participant must begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70½.
  - a.1. Required Beginning Date is age 70½ for all Participants.
  - a.2. Exception for Non-5-Percent Owners. (The Required Beginning Date for Participants who are not 5-Percent Owners shall be the later of April 1st of the calendar year following the calendar year in which the Participant attains age 70½, or April 1st of the calendar year following the calendar year in which the Participant retires.)
- b. If selected, Participants or Beneficiaries may elect to apply the 5-year rule to distributions regarding a Participant who dies before distributions begin.

**Warning:** If the Plan was in existence before the adoption of this Adoption Agreement, the choice between Items G9.a.1 or 2 must be the same as the selection previously made.

## H. Other Administrative Provisions

**H1. Earnings** - Section 3.1.3 permits the Employer to specify the manner in which earnings are allocated to Participants who receive distributions on any date other than a Valuation Date.

- a. Earnings will be credited solely as of the immediately preceding Valuation Date.
- b. Actual earnings will be credited to the date of distribution.

Note: Earnings and gains and losses on investments in Accounts that are valued on a daily basis are always credited to the date of distribution.

**H2. Loans** - Section 3.5.1 provides that the Employer may elect to permit loans to Participants and Beneficiaries in accordance with a Participant loan program.

- a. Loans are permitted.
- b. Loans are not permitted.

**H3. Rollovers** - Section 3.9.3 authorizes the Employer to permit rollover of Eligible Rollover Distributions from other qualified plans and IRAs to this Plan. (Select all applicable.)

- a. Rollover contributions are not permitted.
- b. Rollover contributions are permitted only from other plans of the Employer.
- c. A Direct Rollover permitted of an Eligible Rollover Distribution from:
  - c.1. a qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions
  - c.2. a qualified plan described in Code sections 401(a) or 403(a), including after-tax employee contributions
  - c.3. an annuity contract described in Code sections 403(b), excluding after-tax employee contributions
  - c.4. an eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
- d. A Participant Rollover permitted of an Eligible Rollover Distribution from:
  - d.1. a qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions
  - d.2. an annuity contract described in Code sections 403(b), excluding after-tax employee contributions
  - d.3. an eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
  - d.4. an Individual Retirement Account or Annuity described in Code sections 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income

- e. Rollovers are accepted:
  - e.1. only after Participant enters Plan
  - e.2. from Employees in an eligible class before Plan entry
- f. In-kind rollovers
  - f.1. Permitted
  - f.2. Not permitted
  - f.3. Permitted, except Participant loans
  - f.4. Not permitted, except Participant loans
  - f.5. Restricted to rollovers from other plans of the Employer

**H4. Investment Control** - Section 4.5 of the Trust provides that the Employer may elect to permit Participants to control the investment of their Accounts. (May select b. and e., or c. and e, along with d.)

- a. Participants may not control their investments.
- b. Participants may control all their investments.
- c. Participants may control their investments solely with respect to amounts attributable to:  
(Select one or more.)
  - c.1. Non-Elective Contributions
  - c.2. Qualified Non-Elective Contributions
  - c.3. Qualified Matching Contributions
  - c.4. Elective Deferrals
  - c.5. Safe Harbor 401(k)(12) or 401(m)(11) Contributions
  - c.6. Matching Contributions
  - c.7. Voluntary Contributions
  - c.8. Roth Deferrals
  - c.9. Deemed IRA Contributions
  - c.10. Amounts held in a Rollover Account
- d. Must be 100% vested in directed Accounts
- e. This Plan is intended to comply with ERISA section 404(c). (Plan Administrator or appropriate Fiduciary shall ensure that the Plan provides Participants with the minimum options and information required by ERISA section 404(c) and the Regulations thereunder.)
- f. Not Applicable (See Attached Trust)

**H5. Life Insurance Authorization** - Section 3.10.1 permits the purchase of Life Insurance Policies.  
(Select one)

- a. No Life Insurance Policies shall be purchased.
- b. Life insurance may be purchased at the option of the Plan Administrator.

**H6. Top-Heavy Assumptions** - (SKIP this question UNLESS the Employer also has a Defined Benefit Plan.) The interest rate used to establish the present value of accrued benefits in order to calculate the Top-Heavy Ratio under Code section 416 shall be \_\_\_\_\_% and the mortality table used shall be \_\_\_\_\_.

*Note: The actuarial assumptions entered here should be coordinated with any existing defined benefit plan.*

**H7. Valuation Date** - For purposes of computing the Top-Heavy Ratio, the Valuation Date is:

- a. The last day of the prior Plan Year.
- b. Other - Specify: \_\_\_/ \_\_\_. (Must be at least annually.)

**H8. Minimum Top-Heavy Allocation** - For purposes of minimum Top-Heavy allocations, an allocation of contributions and Forfeitures equal to the following percentage of each Non-Key Employee's Compensation will be made to the Employee's Account when the Plan is Top-Heavy: (Must select a. or b., may also select c. or d.)

- a. The lesser of 3% or the highest percentage allocated to any Key Employee.
- b. \_\_\_\_\_%. (Must be at least 3.)
- c. Members of a collective bargaining group shall not receive Top-Heavy minimum allocation.
- d. Provide Top-Heavy minimum allocation to Key Employees.

**H9. Multiple Plans Provisions** - The Employer that maintains a qualified defined benefit plan in which any Participant in the Plan is, was, or could become a Participant adds the following optional provisions that it deems necessary to satisfy Code section 416 because of the required aggregation of multiple plans: (May select e. and one other option.)

- a. Not applicable - No other plan or other plan terminated prior to the Effective Date of this Adoption Agreement.
- b. A minimum contribution allocation of 5% of each eligible Non-Key Employee's total Compensation shall be provided in a defined contribution plan of the Employer.
- c. A minimum benefit of the lesser of 2% times years of service or 20% of each eligible Non-Key Employee's Average Compensation shall be provided in a defined benefit plan of the Employer.
- d. A minimum benefit of the lesser of 2% times years of service or 20% of each eligible Non-Key Employee's Average Compensation shall be provided in a defined benefit plan of the Employer but offset by the amount contributed on such eligible Non-Key Employees behalf under any defined contribution plan of the Employer.
- e. Members of a collective bargaining group shall not receive Top-Heavy minimum allocation.
- f. Other - Specify: \_\_\_\_\_

*NOTE: When selecting "f. Other" the method selected must preclude Employer discretion (method used must be definitely determinable and clearly stated). If c. or d. selected, should coordinate with any existing defined benefit plan.*

**H10. Top-Heavy Duplications** - SKIP this Question UNLESS the Employer maintains two or more defined contribution plans. The Employer has determined that a minimum Top-Heavy benefit will be provided as follows:

- a. Not applicable
- b. A minimum contribution of \_\_\_\_\_% of each Non-Key Participant's Compensation shall be provided by:
  - b.1. This Plan.
  - b.2. The following defined contribution plan:  
\_\_\_\_\_
  - b.3. Employees who will receive the minimum benefit under such other plan:  
\_\_\_\_\_

*Note: Satisfying the Minimum Top-Heavy Allocation in another plan for some but not all of the Participants may cause the Plan to fail to satisfy the uniformity requirement of Treasury Regulations section 1.401(a)-2(b)(2)(ii) for plans using a design-based safe harbor, even though all other requirements of the safe harbor are met.*

**H11. Excess Annual Additions Correction** - Section 3.2.3 provides after-tax Employee contributions and then Elective Deferrals are returned to the Participant. If any excess still remains, there are two methods to correct Excess Annual Additions to the Plan. (Select one)

- a. Allocate and reallocate to other Participants in the Plan. Any amount remaining unallocated must be held in a suspense account for allocation in following Limitation Years.
- b. Hold the excess in suspense and reduce allocation to the Participant in the following Limitation Years.

Multiple Defined Contribution Plans - SKIP the following Questions UNLESS the Participant is covered under another qualified defined contribution plan maintained by the Employer:

- c. The provisions of this Plan limiting Annual Additions will apply. (Pro-rata reduction in each plan)
- d. Other - Specify: \_\_\_\_\_

*NOTE: Specify the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount and will properly reduce any excess amounts in a manner that precludes Employer discretion.*

**H12. Trustee Authority** - Subject to Section 2.2 of the Trust, if the Employer has appointed a group of 2 or more individuals to act as Trustee of the Plan, the Trustee may be bound by:

- a. Not Applicable (See Attached Trust)
- b. The act of the majority.
- c. The act of any \_\_\_\_ (insert number) individuals acting in the capacity of the Trustee.

The name, address and telephone number of the Mass Submitter is:

DATAIR Employee Benefit Systems, Inc.  
735 N. Cass Ave  
Westmont, IL 60559-1100  
(630) 325-2600

This Plan must be registered with the Plan Sponsor within 60 days of adoption of this document, and the Document Serial Number assigned by the Mass Submitter shall be affixed to this signature page. The adopting Employer must notify the Mass Submitter through the document provider if the plan is terminated, merged, or of any changes in the name, address, or EIN of the adopting employer at least annually, and within 30 days of any request of the Mass Submitter. If the adopting Employer terminates its relationship with the document provider its plan will no longer be considered a volume submitter sponsored by the Plan Sponsor.

Unregistered use of this document will result in the Plan no longer participating in this Volume Submitter Plan, and the document will be considered an individually designed plan, without reliance on the opinion letter of the Mass Submitter, which could result in the disqualification of the plan. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this Volume Submitter Plan and will be considered an individually designed plan.

The Mass Submitter will inform the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2005-16.

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2005-16.

In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with Basic Plan Document # (the DATAIR Mass-Submitter Defined Contribution Plan) Revised .

\* \* \*

The Employer hereby adopts the Plan as evidenced by the foregoing Adoption Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Employer:**

\_\_\_\_\_

**Trustee:**

\_\_\_\_\_

Plan Serial Number: