

Advanced Look at PPA Document - Full Overview

Handout

November 5, 2013

NOTE:

This document is a working draft. It does not contain many of the new formatting options and is being used solely to highlight new proposed language.

This document has not been approved by the IRS nor has it been subject to final reviews by our legal staff. It should NOT be used for an actual client.

Key to draft document:

 = New language/option added

 = describes language in the EGTRRA document that was removed

DRAFT

ADOPTION AGREEMENT #001
VOLUME SUBMITTER 401(K)/PROFIT SHARING PLAN

The undersigned adopting employer hereby adopts this Plan and its related Trust (to the extent an outside trust is not used). The Plan and Trust are intended to qualify as a tax-exempt profit-sharing plan and trust under Code sections 401(a) and 501(a), respectively, and the cash-or-deferred arrangement forming part of the Plan (to the extent provided in the Adoption Agreement) is intended to qualify under Code section 401(k). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

NOTE: An amendment is not required to change the responses in items 1-13 below.

1. Name of adopting employer (Plan Sponsor): _____
2. Address: _____
3. City: _____
4. State: _____
5. Zip: _____
6. Phone number: _____
7. Fax number: _____
8. Plan Sponsor EIN: _____
9. Plan Sponsor fiscal year end: _____

10. Entity Type

a. Plan Sponsor entity type:

- | | |
|--|---|
| i. <input type="checkbox"/> C Corporation | vii. <input type="checkbox"/> Sole Proprietorship |
| ii. <input type="checkbox"/> S Corporation | viii. <input type="checkbox"/> Union |
| iii. <input type="checkbox"/> Non Profit Organization | ix. <input type="checkbox"/> Church (ERISA section 3(33)) |
| iv. <input type="checkbox"/> Partnership | x. <input type="checkbox"/> Other: _____ (must be a legal entity recognized under the Code) |
| v. <input type="checkbox"/> Limited Liability Company | |
| vi. <input type="checkbox"/> Limited Liability Partnership | |

b. If "Union" (10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: _____

11. State of organization of Plan Sponsor: _____

12. Affiliated Service Groups

The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____

NOTE: Affiliated service group members must adopt the Plan with the approval of the Plan Sponsor to participate.

13. Controlled Groups

The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____

NOTE: Controlled group members must adopt the Plan with the approval of the Plan Sponsor to participate.

PLAN INFORMATION

A. GENERAL INFORMATION

1. Plan Number: _____
2. Plan name:
 - a. _____
 - b. _____

NOTE: An amendment is not required to change the responses in items A.1-2.

3. **Effective Date**

- a. Original effective date of Plan: _____
- b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: _____

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the terms of this document shall be the date specified in A.3a. If A.3b is selected, the Effective Date shall be the date specified in A.3b. However, when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

4. **Plan Year**

- a. Plan Year means each 12-consecutive month period ending on _____ (e.g. December 31)
- b. The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

NOTE: If the Plan is intended to be a SIMPLE 401(k) Plan (A.11 is selected), the Plan Year must be the calendar year.

5. **Limitation Year** means:

- a. Plan Year
- b. calendar year
- c. tax year of the Plan Sponsor
- d. other: _____

NOTE: If A.5d is selected, the limitation year must be a consecutive 12-month period. This includes a fiscal year with an annual period varying from 52 to 53 weeks, so long as the fiscal year satisfies the requirements of Code section 441(f).

6. **Frozen Plan**

- The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of and after the date specified.

Plan Features

NOTE: If the Plan is a profit sharing plan only, check **A.7** through **A.9** "No" and **A.10** "Yes".

7. **Elective Deferrals**

- a. Elective Deferrals are permitted (Section 4.01):

Yes No

[effective date of final regulations removed]

- b. Roth Elective Deferrals are permitted:

Yes No

[effective date removed]

NOTE: If "No" is selected in A.7a, questions regarding Elective Deferrals, Voluntary Contributions, Matching Contributions and 401(k) safe harbor contributions are disregarded and no Elective Deferrals, Voluntary Contributions, Matching Contributions or 401(k) safe harbor contributions shall be permitted - A.7b, A.8 and A.9 shall be deemed to be "No".

8. **Voluntary Contributions**

Voluntary (after-tax) Contributions are permitted (Section 4.01):

- a. Yes

- b. No
 c. Formerly Allowed

NOTE: If "No", questions regarding Voluntary Contributions are disregarded.

9. Matching Contributions

Matching Contributions are permitted (Section 4.02):

- Yes No

NOTE: If "No", questions regarding Matching Contributions are disregarded.

10. Profit Sharing Contributions

Profit Sharing Contributions are permitted (Section 4.03):

- Yes No

NOTE: If "No", questions regarding Profit Sharing Contributions are disregarded.

11. SIMPLE 401(k) moved

- The Plan is intended to be a SIMPLE 401(k) Plan (Section 4.10). For purposes of Section 4.10(c)(2)(B) (non-elective contribution of 2 percent of compensation), provide the amount of Compensation to be eligible for SIMPLE 401(k) Plan (cannot be greater than \$5,000): _____

12. Plan Features Effective Dates

- a. There is a special effective date for one or more features specified in **A.7** through **A.11**. The special effective date(s) which occur after the Effective Date specified in **A.3** is/are: _____
- b. A previous plan amendment eliminated one or more of the features specified in **A.7** through **A.11**. Specify any provisions that apply to the eliminated Plan features: _____

*NOTE: If **A.12a** is selected, indicate the feature (Elective Deferrals, Matching Contributions, etc.) and the effective date of the feature. The effective date must be after the Effective Date specified in **A.3**.*

*NOTE: Elective Deferrals shall be effective as of the later of the date specified in **A.12a** or the execution of an amendment/restatement that first provides for Elective Deferrals.*

*NOTE: If the Plan previously allowed Elective Deferrals, **A.12b** could be used to specify that Elective Deferrals may be withdrawn upon attainment of a specified age as provided in **G.5** (assuming the age is at least 59-1/2), for example.*

Compensation

13. Compensation

- a. Definition of Compensation for purposes of allocations:
- i. **W-2**. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
 - ii. **Withholding**. Wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.
 - iii. **415 Safe Harbor**. Only those items specified in Treas. Reg. section 1.415(c)-2(b) and excluding all of those items listed in Treas. Reg. section 1.415(c)-2(c) paid to an Employee by the Employer (in the course of the Employer's trade or business).
- b. Compensation is determined over the period specified below ending with or within the Plan Year:
- i. Plan Year
 - ii. calendar year
 - iii. Plan Sponsor Fiscal Year
 - iv. Limitation Year
 - v. Other twelve-month period beginning on: _____ (enter month and day)
- c. Include deferrals in the definition of Compensation for the following purposes:
- i. Matching Contributions
 - ii. Non-Elective Contributions
- d. Include deemed Code section 125 compensation in the definition of Compensation
- e. Include differential military pay (as defined in Code section 3401(h)(2)) in the definition of Compensation
- f. Include other pay (not otherwise included in **A.13a**): _____

*NOTE: **A.13b** must be "Plan Year" if the Plan is excluding compensation earned before entry (**A.16** is selected).*

NOTE: If "Plan Year" is not selected in **A.13b**, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

NOTE: If deferrals (**A.13c**) are selected, Compensation shall also include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457. If the Plan uses the 415 Safe Harbor definition of Compensation (**A.13a.iii** is selected) and **A.13c.i** and/or **A.13c.ii** is not selected deferrals will not be included in Compensation for Matching and/or Non-Elective Contributions.

NOTE: Deferrals are always included in the definition of Compensation for purposes of Elective Deferrals and Voluntary Contributions.

NOTE: If deemed 125 Compensation (**A.13d**) is selected, Compensation shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Company does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Procedure 2002-27 and any superseding guidance.

NOTE: If **A.13e** is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

NOTE: If other pay (**A.13f**) is selected, **A.13f** should indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Compensation is included, must be objectively determinable and may not be specified in a manner that is subject to Company discretion. If the Plan is intended to be a safe harbor 401(k) plan (**C.1a** is not "No"), the Compensation used to allocate the safe harbor contributions must be safe harbor compensation within the meaning of Treas. Reg. 1.401(k)-3(b)(2).

14. Post Severance Compensation

Include Post Severance Compensation in definition of Compensation for the following purposes:

- a. Elective Deferrals and Voluntary Contributions
- b. Matching Contributions
- c. Non-Elective Contributions

NOTE: **A.14** will also apply for purposes of Statutory Compensation.

15. Post Year End Compensation

Determine Compensation using Post Year End Compensation

NOTE: If selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.

NOTE: **A.15** will also apply for purposes of Statutory Compensation.

Compensation Exclusions

16. Pay Before Participation

Exclude pay earned before participation in the Plan from definition of Compensation for the following purposes:

- a. Matching Contributions
- b. Non-Elective Contributions

NOTE: If selected, Compensation shall include only that compensation which is actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation shall include that compensation which is actually paid to the Participant during the period specified in **A.13b**.

17. 414(s) Safe Harbor Alternative Definition [previously referred to as "certain fringe benefits"]

Exclude certain benefits from definition of Compensation for the following purposes:

- a. Elective Deferrals and Voluntary Contributions
- b. Matching Contributions
- c. Non-Elective Contributions

NOTE: If selected, Compensation shall exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas Reg 1.414(s)-1(c)(3)).

18. Other Pay

a. Exclude other pay from definition of Compensation for the following Participants:

- i. None
- ii. Highly Compensated Employees only
- iii. All Participants

b. Describe other pay excluded from definition of Compensation: _____

NOTE: If All Participants (**A.18a.iii**) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).

NOTE: A.18b will only apply if A.18a.ii or iii is selected. A.18b should indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Compensation is excluded.

NOTE: The pay specified above (A.18b) must be objectively determinable and may not be specified in a manner that is subject to Company discretion.

NOTE: If the Plan is intended to be a safe harbor 401(k) plan (C.1a is not "No"), the Compensation used to allocate the safe harbor contributions must be safe harbor compensation within the meaning of Treas. Reg. 1.401(k)-3(b)(2). If A.18b is selected, the other pay excluded should only be for purposes other than safe harbor contributions.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

19. Statutory Compensation [previously referred to as "Testing Compensation"]

a. Definition of Statutory Compensation:

- i. **W-2.** Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. **Withholding.** Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source paid to the Employee by the Employer (in the course of the Employer's trade or business).
- iii. **415 Safe Harbor.** Only those items specified in Treas. Reg. section 1.415(c)-2(b) and excluding all of those items listed in Treas. Reg. section 1.415(c)-2(c) paid to the Employee by the Employer (in the course of the Employer's trade or business).

b. Include deemed Code section 125 compensation in definition of Statutory Compensation:

NOTE: See A.14 and A.15 to determine if Statutory Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.

NOTE: If A.13e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

Definitions

20. Highly Compensated Employee

- a. Use top-paid group election in determining Highly Compensated Employees
- b. Use calendar year beginning with or within the preceding Plan Year in determining Highly Compensated Employees

NOTE: A.20b will only apply if the plan year end in A.4a is not December 31.

21. Disability

Definition of Disability

- a. **Under Code section 22(e).** The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. **Under the Social Security Act.** The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. **Inability to engage in comparable occupation.** The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. **Pursuant to other Company Disability Plan.** The Participant is eligible to receive benefits under a Company-sponsored disability plan.
- e. **Under uniform rules established by the Plan Administrator.** The Participant is mentally or physically disabled under a written non-discriminatory policy.
- f. **Other:** _____

NOTE: If A.21f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

22. Choice of Law

Name of state or commonwealth for choice of law (Section 14.05): _____

B. ELIGIBILITY

Exclusions

The term "Eligible Employee" shall not include (Check items B.1 - B.4 as appropriate):

1. Union Employees

- a. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- b. The union employee exclusion applies for the following purposes:
 - i. Elective Deferrals and Voluntary Contributions
 - ii. Matching Contributions
 - iii. Profit Sharing Contributions

2. Leased Employees

- a. Any Leased Employee.
- b. The Leased Employee exclusion applies for the following purposes:
 - i. Elective Deferrals and Voluntary Contributions
 - ii. Matching Contributions
 - iii. Profit Sharing Contributions

3. Non-Resident Aliens

- a. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
- b. The non-resident alien exclusion applies for the following purposes:
 - i. Elective Deferrals and Voluntary Contributions
 - ii. Matching Contributions
 - iii. Profit Sharing Contributions

4. Other Employees

Other: _____

NOTE: If selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Employees are excluded. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: See Section 3.06(a) for rules regarding excluded employees.

5. Opt-Out.

An Employee may irrevocably elect not to participate in the Plan pursuant to 1.401(k)-1(a)(3)(v).

Eligibility Service Rules**6. Other Employer Service**

Count a maximum of five years of service with employers other than the Employer for eligibility purposes. List other employers and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the service applies: _____

7. Break in Service

- a. **Rule of parity.** Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.
- b. **One-year holdout.** If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- c. The following modifications shall be made to the requirements specified in **B.7a-b**: _____

NOTE: B.7b applies for purposes of eligibility to receive Matching Contributions and Profit Sharing Contributions only.

NOTE: B.7c could be used, for example, to require less than 500 hours of service (but not more than 500 hours) for a One-Year Break in Service under B.7a and/or B.7b, or to specify that the break in service rule(s) only apply to certain contributions.

8. Special Participation Date

- a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____
- b. The Plan provides conditions or limitations on immediate participation: _____

NOTE: If B.8b applies (B.8a is selected) and is selected, describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is

subject to Company discretion. The conditions/limitations also must conform with the Standardized plan rules under Revenue Procedure 2011-49 (may not create eligibility rules that are more favorable for Highly Compensated Employees and must benefit all Employees except those that may be excluded under Code sections 410(a)(1) or (b)(3)).

Eligibility for Elective Deferrals/Voluntary Contributions

An Eligible Employee shall be eligible to make Elective Deferrals/Voluntary Contributions (if permitted pursuant to **A.7/A.8**) at the time specified in **B.12** upon meeting the requirements of **B.9** through **B.11** (Section 3.01).

9. Age Requirement for Elective Deferrals

Minimum age requirement for Elective Deferrals/Voluntary Contributions: _____

NOTE: Age 21 maximum; an age 26 maximum will apply instead if the Plan is maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer which is exempt from tax under Code section 501(a) which provides that each participant having at least 1 year of service has a right to 100 percent of his accrued benefit under the plan which is nonforfeitable (within the meaning of Code section 411) at the time such benefit accrues.

10. Service Requirement for Elective Deferrals

a. Minimum service requirement for Elective Deferrals/Voluntary Contributions:

- i. None
- ii. Completion of one Year of Eligibility Service.
- iii. Completion of _____ Hours of Service (not to exceed 1,000) within a twelve month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- iv. Completion of _____ months of service (elapsed time only -- not to exceed 12 months)
- v. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12)
- vi. Completion of _____ consecutive months of continuous service (not to exceed 12 months)
- vii. Other: _____

b. Months of service. If the service requirement is not met in the first consecutive period of months, describe the next service requirement:

- i. Rolling. Each successive period shall begin immediately after the preceding period and shall end on or before the first Eligibility Computation Period.
- ii. Revert to 1,000 Hours of Service in an Eligibility Computation Period.

c. Eligibility service computation method for Elective Deferrals:

- i. Hours of Service
- ii. Elapsed Time

d. Hours of Service necessary for a Year of Eligibility Service for purposes of Elective Deferrals: _____

NOTE: Service taken into account for purposes of **B.10** shall be determined under the terms and conditions specified for determining a Year of Eligibility Service.

NOTE: If one Year of Eligibility Service (**B.10a.ii**) is selected, see **B.10d** for Hours of Service required for a year of Eligibility Service if the Plan does not use the Elapsed Time method in **B.10c**. Not more than 1,000 may be entered in **B.10d**. If left blank, the Plan will use 1,000 Hours of Service.

NOTE: If **B.10a.vii** is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: **B.10b** only applies if **B.10a.v** or **B.10a.vi** is selected.

NOTE: Unless Elapsed Time (**B.10c.ii**) is selected, the Plan will use the Hours of Service method for determining eligibility service for Elective Deferrals.

NOTE: If **B.10a.v** - **B.10a.vii** is selected and the Plan uses the Hours of Service method, the service requirement under **B.10** shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date.

11. Additional Requirements for Elective Deferrals

Additional requirements, limitations, conditions or other modifications to **B.9-10** (eligibility to make Elective Deferrals/Voluntary Contributions) apply:

NOTE: See Section 3.06 for rules regarding eligibility requirements.

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to Company discretion and are subject to the same limits/requirements set out under options **B.9-10**.

12. Entry Dates for Elective Deferrals

a. Frequency of entry dates for Elective Deferrals/Voluntary Contributions:

- i. immediate

- ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year
 - vi. other: _____
- b. An Eligible Employee shall become a Participant eligible to make Elective Deferrals/Voluntary Contributions on the entry date selected in **B.12a** that is:
- i. coincident with or next following the date the requirements of **B.9** through **B.11** are met
 - ii. next following the date the requirements of **B.9** through **B.11** are met

NOTE: If immediate entry (B.12a.i) is selected, an Eligible Employee shall become a Participant eligible to make Elective Deferrals/Voluntary Contributions immediately upon meeting the requirements of B.9 through B.11.

NOTE: B.12b is not applicable if immediate or other entry (B.12a.i or B.12a.vi) is selected.

NOTE: The Plan must provide that an Eligible Employee who has attained age 21 and who has completed one Year of Eligibility Service shall commence participation in the Plan no later than the earlier of: (1) the first day of the first Plan Year beginning after the date on which such Eligible Employee satisfied such requirements; or (2) the date that is 6 months after the date on which he satisfied such requirements.

Eligibility for Matching Contributions

13. Eligibility for Matching Contributions (select one):

- a. Pursuant to safe harbor rules. An Eligible Employee shall be eligible to receive an allocation of Matching Contributions upon meeting the requirements of **C.2**
- b. Same as Elective Deferrals. An Eligible Employee shall be eligible to receive an allocation of Matching Contributions at the time specified in **B.12** upon meeting the requirements of **B.9** through **B.11**
- c. Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Matching Contributions at the time specified in **B.17** upon meeting the requirements of **B.14** through **B.16**

NOTE: B.13a may only be selected if the Plan is a safe harbor plan (C.1a.i is not selected).

NOTE: If the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected), B.13a must be selected.

NOTE: If B.13a or B.13b is selected, B.14 - B.17 shall be inapplicable.

NOTE: An Eligible Employee shall be eligible to receive an allocation of Matching Contributions only if permitted pursuant to A.9.

NOTE: See Section 3.02.

14. Age Requirement for Matching

Minimum age requirement for Matching Contributions: _____

NOTE: Age 21 maximum; an age 26 maximum will apply instead if the Plan is maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer which is exempt from tax under section 501(a) which provides that each participant having at least 1 year of service has a right to 100 percent of his accrued benefit under the plan which is nonforfeitable (within the meaning of section 411) at the time such benefit accrues.

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to Company discretion and are subject to the same limits/requirements set out under options B.13-14.

15. Service Requirement for Matching

- a. Minimum service requirement for Matching Contributions:
 - i. None
 - ii. Completion of _____ Year(s) of Eligibility Service (Not to exceed 2)
 - iii. Completion of _____ Hours of Service (not to exceed 1,000) within a twelve month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
 - iv. Completion of _____ months of service (elapsed time only -- not to exceed 24 months)
 - v. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12)
 - vi. Completion of _____ consecutive months of continuous service (not to exceed 12 months)
 - vii. Other: _____
- b. Months of service. If the service requirement is not met in the first consecutive period of months, describe the next service requirement:
 - i. Rolling. Each successive period shall begin immediately after the preceding period and shall end on or before the first Eligibility Computation Period.
 - ii. Revert to 1,000 Hours of Service in an Eligibility Computation Period.
- c. Eligibility service computation method for Matching Contributions:

i. Hours of Service

ii. Elapsed Time

d. Hours of Service necessary for a Year of Eligibility Service for purposes of Matching Contributions: _____

NOTE: Service taken into account for purposes of **B.15** shall be determined under the terms and conditions specified for determining a Year of Eligibility Service.

NOTE: B.15a cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Matching Contribution Account balance after not more than 2 years of service, in which case up to 2 years is permitted.

NOTE: If Year(s) of Eligibility Service (**B.15a.ii**) is selected, see **B.15d** for Hours of Service required for a year of Eligibility Service if the Plan does not use the Elapsed Time method in **B.15c**. Not more than 1,000 may be entered in **B.15d**. If left blank, the Plan will use 1,000 Hours of Service.

NOTE: If 1-1/2 Years of Eligibility Service is selected (in **B.15a.ii**), an Eligible Employee shall be deemed to earn 1/2 Year of Eligibility Service on the date that is six months after the end of the Eligibility Computation Period during which he earns his first Year of Eligibility Service; provided, that the individual is an Eligible Employee on the applicable entry date. Other fractional years may not be used.

NOTE: If **B.15a.vii** is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.15b only applies if **B.15a.v** or **B.15a.vi** is selected.

NOTE: Unless Elapsed Time (**B.15c.ii**) is selected, the Plan will use the Hours of Service method for determining eligibility service for Matching Contributions.

NOTE: If **B.15a.v** - **B.15a.vii** is selected and the Plan uses the Hours of Service method, the service requirement under **B.15** shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date.

16. Additional Requirements for Matching Contributions

Additional requirements, limitations, conditions or other modifications to **B.14-15** (eligibility to receive allocations of Matching Contributions) apply:

NOTE: See Section 3.06 for rules regarding eligibility requirements.

17. Entry Dates for Matching Contributions

a. Frequency of entry dates for Matching Contributions:

i. immediate

ii. first day of each calendar month

iii. first day of each plan quarter

iv. first day of the first month and seventh month of the Plan Year

v. first day of the Plan Year

vi. other: _____

b. An Eligible Employee shall become a Participant eligible to receive an allocation of Matching Contributions on the entry date selected in **B.17a** that is:

i. coincident with or next following the date the requirements of **B.14** through **B.16** are met

ii. next following the date the requirements of **B.14** through **B.16** are met

iii. coincident with or immediately preceding the date the requirements of **B.14** through **B.16** are met

iv. immediately preceding the date the requirements of **B.14** through **B.16** are met

v. nearest to the date the requirements of **B.14** through **B.16** are met

NOTE: If immediate entry (**B.17a.i**) is selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Matching Contributions immediately upon meeting the requirements of **B.14** through **B.16**.

NOTE: B.17b is not applicable if immediate entry or other (**B.17a.i** or **B.17a.vi**) is selected.

NOTE: The Plan must provide that an Eligible Employee who has attained age 21 and who has completed one Year of Eligibility Service (two Years of Eligibility Service may be used for contributions other than Elective deferrals if the Plan provides a nonforfeitable right to 100% of the Participant's applicable Account balance after not more than 2 Years of Eligibility Service) shall commence participation in the Plan no later than the earlier of: (1) the first day of the first Plan Year beginning after the date on which such Eligible Employee satisfied such requirements; or (2) the date that is 6 months after the date on which he satisfied such requirements.

Eligibility for Profit Sharing Contributions

18. Eligibility for Profit Sharing Contributions (select one):

a. Pursuant to safe harbor rules. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions upon meeting the requirements of **C.2**

b. Same as Elective Deferrals. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions at the time specified in **B.12** upon meeting the requirements of **B.9** through **B.11**

- c. Same as Matching Contributions. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions at the time specified in B.17 upon meeting the requirements of B.14 through B.16
- d. Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions at the time specified in B.22 upon meeting the requirements of B.19 through B.21

NOTE: B.18a may only be selected if the Plan is a safe harbor plan (C.1a.i is not selected).

NOTE: Safe harbor eligibility rules (C.2) do not apply to Profit Sharing Contributions unless selected in B.18a.

NOTE: If B.18a through B.18c is selected, B.19 - B.22 shall be inapplicable.

NOTE: An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions only if permitted pursuant to A10.

NOTE: See Section 3.03(a).

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to Company discretion and are subject to the same limits/requirements set out under options B.17-18.

19. Age Requirement for Profit Sharing

Minimum age requirement for Profit Sharing Contributions: _____

NOTE: Age 21 maximum; an age 26 maximum will apply instead if the Plan is maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer which is exempt from tax under section 501(a) which provides that each participant having at least 1 year of service has a right to 100 percent of his accrued benefit under the plan which is nonforfeitable (within the meaning of section 411) at the time such benefit accrues.

20. Service Requirement for Profit Sharing

a. Minimum service requirement for Profit Sharing Contributions:

- i. None
- ii. Completion of _____ Year(s) of Eligibility Service (Not to exceed 2)
- iii. Completion of _____ Hours of Service (not to exceed 1,000) within a twelve month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- iv. Completion of _____ months of service (elapsed time only -- not to exceed 24 months)
- v. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12)
- vi. Completion of _____ consecutive months of continuous service (not to exceed 12 months)
- vii. Other: _____

b. Months of service. If the service requirement is not met in the first consecutive period of months, describe the next service requirement:

- i. Rolling. Each successive period shall begin immediately after the preceding period and shall end on or before the first Eligibility Computation Period.
- ii. Revert to 1,000 Hours of Service in an Eligibility Computation Period.

c. Eligibility service computation method for Matching Contributions:

- i. Hours of Service
- ii. Elapsed Time

d. Hours of Service necessary for a Year of Eligibility Service for purposes of Matching Contributions: _____

NOTE: Service taken into account for purposes of B.20 shall be determined under the terms and conditions specified for determining a Year of Eligibility Service.

NOTE: B.20a cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Matching Contribution Account balance after not more than 2 years of service, in which case up to 2 years is permitted.

NOTE: If Year(s) of Eligibility Service (B.20a.ii) is selected, see B.20d for Hours of Service required for a year of Eligibility Service if the Plan does not use the Elapsed Time method in B.20c. Not more than 1,000 may be entered in B.20d. If left blank, the Plan will use 1,000 Hours of Service.

NOTE: If 1-1/2 Years of Eligibility Service is selected (in B.20a.ii), an Eligible Employee shall be deemed to earn 1/2 Year of Eligibility Service on the date that is six months after the end of the Eligibility Computation Period during which he earns his first Year of Eligibility Service; provided, that the individual is an Eligible Employee on the applicable entry date. Other fractional years may not be used.

NOTE: If B.20a.vii is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.20b only applies if B.20a.v or B.20a.vi is selected.

NOTE: Unless Elapsed Time (B.20c.ii) is selected, the Plan will use the Hours of Service method for determining eligibility service for Matching Contributions.

NOTE: If B.20a.v - B.20a.vii is selected and the Plan uses the Hours of Service method, the service requirement under B.20 shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date.

21. Additional Requirements for Profit Sharing

Additional requirements, limitations, conditions or other modifications to **B.19-20** (eligibility to receive allocations of Profit Sharing Contributions) apply: _____

NOTE: See Section 3.06 for rules regarding eligibility requirements.

22. Entry Dates for Profit Sharing

- a. Frequency of entry dates for Profit Sharing Contributions:
- i. immediate
 - ii. first day of each calendar month
 - iii. first day of each plan quarter
 - iv. first day of the first month and seventh month of the Plan Year
 - v. first day of the Plan Year
 - vi. other: _____
- b. An Eligible Employee shall become a Participant eligible to receive an allocation of Profit Sharing Contributions on the entry date selected in **B.22a** that is:
- i. coincident with or next following the date the requirements of **B.19** through **B.21** are met
 - ii. next following the date the requirements of **B.19** through **B.21** are met
 - iii. coincident with or immediately preceding the date the requirements of **B.19** through **B.21** are met
 - iv. immediately preceding the date the requirements of **B.19** through **B.21** are met
 - v. nearest to the date the requirements of **B.19** through **B.21** are met

NOTE: If immediate entry (B.22a.i) is selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Profit Sharing Contributions immediately upon meeting the requirements of B.19 through B.21.

NOTE: B.22b is not applicable if immediate or other (B.22a.i or B.22a.vi) is selected.

NOTE: See Section 3.06(b) for rules regarding entry dates.

Eligibility Service Computation Rules

23. Eligibility Service Computation Rules

- a. Eligibility Computation Period switches to Plan Year.
- b. Select hours equivalency for eligibility purposes:
- i. None
- An Employee shall be credited with the following service with the Employer:
- ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month
- c. The hours equivalency shall apply to:
- i. All Employees
 - ii. Only Employees not paid on a per-hour basis

d. The following modifications shall be made to the requirements specified in B.23a-c: _____

NOTE: B.23c will not apply if B.23b.i is selected ("None").

NOTE: The responses to B.23 are used only to the extent that the Plan determines eligibility service by the Hour of Service method and will apply uniformly to B.10, B.15 and B.19, wherever Hours of Service is elected unless otherwise provided in B.23d.

NOTE: If B.23d is selected, the modifications must be objectively determinable and may not be specified in a manner that is subject to Company discretion. For example, B.23d could be used to restrict the Accounts where Eligibility Computation Periods switch to the Plan Year.

C. CONTRIBUTIONS - SAFE HARBOR AND ELECTIVE DEFERRALS

Safe Harbor Contributions

1. Safe Harbor Plan

- a. Is this a safe-harbor plan exempt from most testing:
- i. No
 - ii. Yes - safe harbor match

- iii. Yes - non-elective contribution, not less than ___% of Compensation
 - iv. Yes - non-elective contribution, not less than ___% of Compensation but only if the Plan Sponsor amends the Plan and provides a supplemental notice
 - v. Yes - Qualified Automatic Contribution Arrangement safe harbor match
 - vi. Yes - Qualified Automatic Contribution Arrangement with a non-elective contribution not less than ___% of Compensation
 - vii. Yes - to another plan. Name of other plan to which safe harbor contributions are made: _____
- b. Indicate the safe harbors the Plan is intended to satisfy:
- i. ADP (Code section 401(k)(12)) and ACP (Code section 401(m)(11))
 - ii. ADP (Code section 401(k)(13)) and ACP (Code section 401(m)(12))
 - iii. ADP (Code section 401(k)(12)) only
 - iv. ADP (Code section 401(k)(13)) only
- c. Effective date of safe harbor provisions: _____

NOTE: C.1 only applies if Elective Deferrals are permitted under the plan (A.7).

NOTE: If non-elective safe harbor is selected (C.1a.iii, C.1a.iv or C.1a.vi), the non-elective contribution amount must be at least 3% of Compensation.

NOTE: If non-elective safe harbor (C.1a.iii or C.1a.vi) is selected, see Section 4.04(a)(1). If non-elective contribution with amendment (C.1a.iv) is selected, see 4.04(a)(2).

NOTE: If non-elective contribution with amendment (C.1a.iv) is selected and the Plan is not amended for an applicable Plan Year, the Plan will not be subject to any of the conditions and/or limitations that apply to safe harbor 401(k) plans and the Plan will be subject to the non-discrimination requirements of Section 5.02 (Section 4.04(a)(2)).

NOTE: If QACA safe harbor (C.1a.v or C.1a.vi) is selected, see C.6 for the automatic contribution amounts.

NOTE: If safe harbor match is selected (C.1a.ii or C.1a.v), see D.6 for the matching formula and Section 4.04(d).

NOTE: If "Yes - to another plan" is selected (C.1a.vii), safe harbor contributions will be made to the plan listed in C.1a.vii and under the terms of that plan. However, such contributions will be made to this Plan unless (i) each employee eligible under this Plan is also eligible under the other plan and (ii) the other plan has the same Plan Year as this Plan.

NOTE: If C.1a.v or C.1a.vi is selected (QACA safe harbor), you must select C.1b.ii or C.1b.iv; C.1b.i and C.1b.iii may not be selected. If the Plan is not a QACA safe harbor (C.1a.ii - C.1a.iv or C.1a.vii is selected), you must select C.1b.i or C.1b.iii; C.1b.ii and C.1b.vi may not be selected.

NOTE: If ADP only (C.1b.iii or C.1b.vi) is selected, the Plan will not be subject to any of the conditions and/or limitations that apply to the ACP safe harbor of Code section 401(m)(11) and 401(m)(12). If the Employer fails to satisfy the requirements of the elected safe harbor(s) for the Plan Year, the Employer may not default to ADP and ACP testing for such Plan Year in accordance with Treas. Reg. sections 1.401(k)-1(e)(7) and 1.401(m)-1(c)(2).

NOTE: A safe harbor Plan Year must be twelve months long (unless it is the first plan year of a newly established plan or newly established Elective Deferral feature). If a cash or deferred arrangement is added to an existing plan, the cash or deferred arrangement (and safe harbor features) must be effective no later than three months prior to the end of the Plan Year.

NOTE: The effective date must comply with applicable IRS guidance and be no earlier than the first day of the first Plan Year beginning on or after January 1, 2008 if QACA safe harbor (C.1a.v or C.1a.vi) is selected.

2. ADP/ACP Safe Harbor Eligibility

- a. Exclusions. For purposes of safe harbor contributions, the term "Eligible Employee" shall not include [expanded to affect safe harbor match and nonelective contributions]
- i. No exclusions.
 - ii. Participants who are Highly Compensated Employees
 - iii. Participants who are Key Employees or Highly Compensated Employees
 - iv. Other exclusions: _____
- b. Participants covered by a collective bargaining agreement will share in safe harbor allocations provided retirement benefits were the subject of good faith bargaining.
- c. Eligibility conditions for Safe Harbor Contributions
- i. None. Any Eligible Employee eligible to make Elective Deferrals is eligible to receive a safe harbor contribution.
 - ii. The following age, service and entry date requirements: _____
 - iii. Participants who have met the greatest minimum age and service conditions permitted under Code section 410(a)(1)(A) with semi-annual entry dates (first day of the first month and seventh month of the Plan Year)
 - iv. Participants who have met the greatest minimum age and service conditions permitted under Code section 410(a)(1)(A) before the first day of the seventh month of the Plan Year
- d. Allocation requirements for Highly Compensated Employees
- i. Require service for Highly Compensated Employees to receive a safe harbor contribution. Hours of Service required in the applicable Plan Year for Highly Compensated Employees to receive a safe harbor contribution: _____
 - ii. Require employment on the last day of Plan Year for Highly Compensated Employees to receive a safe harbor contribution
- e. Employer contributions will be offset by safe harbor contributions

NOTE: C.2d only applies if HCEs are not excluded from the plan (C.2a.i is selected).

NOTE: If age, service or entry dates are required (C.2c.ii -iv is selected), the Plan must be tested in accordance with Section 5.03(g).

NOTE: Age, service and entry date requirements specified in C.2c.ii may not be greater than that required under Code section 410(a)(1)(A).

NOTE: If C.2c.iv is selected, the plan will have an annual entry as of the first of the year and safe harbor contributions will be made based on compensation for the entire Plan Year.

NOTE: C.2d.i may not be more than 1,000; if left blank, the Plan will use 1,000 Hours of Service.

NOTE: If the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected) or the plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected), no requirements may be specified in Matching allocation service rules (D.1-3 below) to receive an allocation of Matching Contributions.

Elective Deferrals

NOTE: If A.7 is "Yes" (Elective Deferrals are permitted), an Eligible Employee who has met the requirements of B.9 through B.12 shall be eligible to make Elective Deferrals to the Plan in the following manner (Section 4.01):

3. Minimum and Maximum Deferral Amounts

- a. Minimum Elective Deferral contribution: _____ % of Compensation.
- b. Minimum Elective Deferral contribution: \$ _____ for the following period: _____
- c. Maximum Elective Deferral contribution: _____ % of Compensation
- d. The Plan provides for a reduced maximum Elective Deferral contribution for Highly Compensated Employees: _____ % of Compensation
- e. Other limitations on Elective Deferrals (specify): _____

NOTE: C.3b may not be selected if the plan is a safe harbor plan (C.1a.i is not selected).

NOTE: C.3c may not be more than 100% of Compensation.

NOTE: C.3d may not be more than the entry in C.3c.

NOTE: If C.3e is selected, the limitations must be objectively determinable and may not be specified in a manner that is subject to Company discretion. For example, C.3e could be used to apply different limits to different classes and different limits to Roth Elective Deferrals.

4. Modifications of Elective Deferrals

- a. Participants modify/start/stop Elective Deferrals/Voluntary Contribution elections:
 - i. Each pay period
 - ii. Monthly
 - iii. Quarterly
 - iv. Semi Annual
 - v. Annual
 - vi. Pursuant to Plan Administrator procedures (at least once each calendar year)
- b. Participants may stop an election to contribute at any time.

5. Catch-up Contributions

- Allow Participants to make Catch-up Contributions (Section 5.01(d))

Automatic Enrollment

6. Traditional Automatic Enrollment (non-QACA)

- a. The Plan provides traditional automatic enrollment (Section 4.01(g)) in the following manner:
 - i. Specified amount. The initial amount of the automatic enrollment (as a percentage of pay): _____
 - ii. Administrative policy. Automatic enrollment amounts shall be determined according to a written administrative policy.
- b. The amount specified in C.6a shall increase in the following manner: _____
- c. Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and after effective date of the addition of an automatic enrollment feature for current Participants).

NOTE: C.6 is not applicable if the plan is a QACA (C.1a.v or C.1a.vi is selected); see C.7 for automatic contribution amounts.

NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.6a.i) and "increase by 1% in the second through sixth year to a maximum of 8%" in the second blank (C.6b).

NOTE: The Plan must provide that the initial default contribution is a uniform percentage of compensation; although the percentage may vary based on years of service.

NOTE: C.6c is only applicable if C.6a is selected. C.6c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).

NOTE: If the Plan is an EACA (C.9a is selected), the uniform percentage of compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).

7. QACA Safe Harbor Auto-enrollment (Section 4.01(g))

- a. Enter the amount of the automatic election for the initial period as a percentage of Compensation (between 3 - 10%): _____%
- b. Enter the amount of the election for the first year after the initial period as a percentage of Compensation (between 4 - 10%): _____%
- c. Enter the amount of the election for the second year after the initial period as a percentage of Compensation (between 5 - 10%): _____%
- d. Enter the amount of the election for the third year after the initial period as a percentage of Compensation (between 6 - 10%): _____%
- e. The amount of the election increases after the third year in the following manner: _____

NOTE: C.7 only applies if C.1a.v or C.1a.vi is selected (Qualified Automatic Contribution Arrangement).

NOTE: The initial period (C.7a) may commence on the Participant's date of initial participation and end on the last day of the first Plan Year that begins after the date of initial participation. The automatic enrollment amounts must meet the minimum percentage requirements provided under Treas. Reg. section 1.401(k)-3(j)(2) for the applicable plan year.

NOTE: Compensation must be a safe harbor definition of compensation as defined in Treas. Reg. section 1.401(k)-3(b)(2).

NOTE: The Plan Administrator may, on a uniform and non-discriminatory basis, provide that applicable percentages shall be based on the number of years (or portions of years) since the beginning of the initial period for an Eligible Employee pursuant to Treas. Reg. section 1.401(k)-3(j)(2)(iii)(A).

8. Automatic Enrollment (Traditional or QACA)

- a. Indicate who will be eligible to receive automatic contributions:
 - i. Eligible Employees who have not made an Elective Deferral election
 - ii. All Eligible Employees to the extent that their Elective Deferral elections are less than the automatic enrollment amount
 - iii. Other: _____
- b. If the Plan provides for automatic enrollment and Roth contributions are allowed to the Plan, select whether automatic contributions will be pre- or post-tax:
 - i. Pre-tax. All Elective Deferrals made under Section 4.01(g) shall be designated as Pre-tax Elective Deferrals.
 - ii. Post-tax. All Elective Deferrals made under Section 4.01(g) shall be designated as Roth Elective Deferrals.

NOTE: C.8 applies if C.6 (traditional automatic enrollment), C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected.

NOTE: C.8b only applies if A.7b is "Yes" (Roth contributions are allowed to the Plan) and C.6 (traditional automatic enrollment), C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected.

NOTE: If C.8a.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Company discretion.

NOTE: If C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected, C.8a.iii may only be selected if the requirements of Treas. Reg. section 1.401(k)-3(j)(1) are met (automatic enrollment must apply to all Participants eligible for the safe harbor contribution unless the Participant has an election in place).

NOTE: If C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected the rate of Elective Deferral contributions in effect for an employee immediately prior to the effective date of the default percentage under the qualified automatic contribution arrangement shall not be reduced.

9. EACA [removed effective date]

- a. The Plan intends to be an eligible automatic contribution arrangement (EACA) (Section 4.01(g)(5)(B))
- b. "Covered Employee" means:
 - i. All Employees who make an affirmative election shall remain covered Employees within the meaning of Treas. Reg. section 1.414(w)-1(e)(3)
 - ii. Only Eligible Employees who have not made an Elective Deferral election

NOTE: C.9 only applies if C.6 (traditional automatic enrollment), C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected.

NOTE: C.9b only applies if C.6 (traditional automatic enrollment), C.1a.v (QACA match) or C.1a.vi (QACA non-elective) is selected and C.9a is selected.

NOTE: Covered Employees must receive the notice described in Section 4.01(g)(1).

NOTE: All employees eligible for Elective Deferrals must also be eligible for automatic contributions and be a Covered Employee in order to qualify for the extended period for refunds of ADP/ACP testing failures. This means the automatic enrollment feature must apply to all Participants (even those with an election in place to the extent that their Elective Deferral elections are less than the automatic enrollment amount): C.8a.ii and C.9b.i must be selected in order to qualify for the extended period for refunds of ADP/ACP testing failures.

Testing Elections

NOTE: The Plan may use different testing methods under C.10 and C.11 provided the Plan doesn't permit (1) recharacterization of excess contributions, (2) Elective Deferrals to be used in the ACP test under Section 5.02(b) or (3) Qualified Matching Contributions to be used in the ADP test under Section 5.02(a).

10. ADP Testing Elections

- a. Average Deferral Percentage of Nonhighly Compensated Employees are determined using:
- i. Current year - no exceptions
 - ii. Current year - with exceptions for certain years: _____
 - iii. Prior year - no exceptions
 - iv. Prior year - with exceptions for certain years: _____
- b. If prior year testing is selected, for the first year the Plan is a 401(k) plan, the Nonhighly Compensated Employee percentage:
- i. 3%
 - ii. Current year percentages

NOTE: If C.1a.i is not selected (the Plan is a 401(k) safe harbor plan), then the current year must be used for those Plan Years during which the Plan is subject to the 401(k) safe harbor requirements.

NOTE: The years entered in C.10a.ii or C.10a.iv may not be earlier than the Effective Date.

NOTE: C.11b only applies if C.10a.iii or C.10a.iv is selected.

NOTE: See Section 5.02(a).

11. ACP Testing Elections

- a. Average Contribution Percentage of Nonhighly Compensated Employees are determined using:
- i. Current year - no exceptions
 - ii. Current year - with exceptions for certain years: _____
 - iii. Prior year - no exceptions
 - iv. Prior year - with exceptions for certain years: _____
- b. If prior year testing is selected, for the first year the Plan is a 401(m) plan, the Nonhighly Compensated Employee percentage:
- i. 3%
 - ii. Current year percentages

NOTE: If C.1a.i is not selected (the Plan is a 401(k) safe harbor plan) and if C.1b.i is selected (Plan is intended to satisfy the ACP safe harbor), then the current year must be used for those Plan Years during which the Plan is subject to the 401(k) safe harbor requirements.

NOTE: The years entered in C.11a.ii or C.11a.iv may not be earlier than the Effective Date.

NOTE: C.12b only applies if C.11a.iii or C.11a.iv is selected.

NOTE: See Section 5.02(b).

Voluntary Contributions

NOTE: If A.8 is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.9 through B.12 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

12. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____% of Compensation
- b. Maximum Voluntary Contribution: _____% of Compensation
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: _____% of Compensation
- d. Other: _____

NOTE: C.12b and C.12c may not be more than 100% of Compensation.

NOTE: If C.12d is selected the requirements provided must be non-discriminatory, objectively determinable and may not be specified in a manner that is subject to Company discretion.

D. CONTRIBUTIONS - MATCHING, PROFIT SHARING AND OTHER CONTRIBUTIONS

Matching - Allocation Service

NOTE: If A.9 is "Yes" (Matching Contributions are permitted), an Eligible Employee who has met the requirements of B.13 through B.17 and who has satisfied the following requirements shall be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.

NOTE: If the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected) or the plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected), no requirements may be specified in D.1-2 to receive an allocation of Matching Contributions.

1. Allocation Service Requirements for Matching Contributions [content is the same but re-arranged]

- a. In order to share in the allocation of Matching Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year _____
- b. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Company on the last day of the Plan Year
- c. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Company on the last day of the Plan Year or complete at least _____ Hours of Service in the applicable Plan Year
- d. None.

NOTE: D.1a and D.1b are inapplicable if D.1c is selected.

NOTE: D.1a and D.1c may not be more than 1,000.

2. Matching Allocation Service Computation Rules

- a. Select hours equivalency:
 - i. None.
An Employee shall be credited with the following service with the Employer:
 - ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month
- b. The hours equivalency shall apply to:
 - i. All Employees
 - ii. Only Employees not paid on a per-hour basis

NOTE: D.2 is only applicable if D.1a or D.1c is selected.

3. Exceptions to Allocation Service Requirements for Matching Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:
 - i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Date
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- c. The following other modifications shall be made to the requirements specified in **D.1-3b**: _____

NOTE: D.3 is only applicable if D.1a, D.1b or D.1c is selected.

NOTE: D.3c may only be used to make minor changes to the requirements specified in D.1-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Company discretion. For example, D.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

4. Coverage Failures for Matching Contributions

Method to fix Matching Contribution Code section 410(b) ratio percentage coverage failures (Section 4.02(d)):

- a. Do not automatically fix
- b. Add just enough Participants to meet the coverage requirements
- c. Add all non-excludable Participants

Matching - Formula

5. Matched Employee Contribution Inclusions

- a. Elective Deferrals are included in the definition of Matched Employee Contribution to the extent select below
 - i. Include a Participant's Catch-up Contributions in the definition of Matched Employee Contribution [moved]
 - ii. Include a Participant's Roth Elective Deferrals in the definition of Matched Employee Contribution

b. Include a Participant's Voluntary Contributions from the definition of Matched Employee Contributions

NOTE: Pre-Tax Elective Deferrals that are not Catch-up Contributions are always included in the definition of Matched Employee Contribution.

NOTE: All Elective Deferrals must be included as Matched Employee Contributions if the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected) or the plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected).

NOTE: D.5b is not applicable if the Plan does not provide for Voluntary Contributions (A.8 is "No").

The Company's Matching Contribution shall be allocated to eligible Participants who have met the requirements of B.13 through B.16 and D.1 through D.4 as follows (Section 4.02):

6. Matching Contribution Formula

a. A discretionary amount and allocation formula

b. Single rate. The Company will contribute as a Matching Contribution an amount equal to

i. _____% of the Participant's Matched Employee Contributions that are not in excess of

ii. _____% of the Participant's Compensation

c. Two rates. The Company will contribute as a Matching Contribution the amount in D.6b; plus

i. _____% of the amount of the Participant's Matched Employee Contributions that exceed [amount entered in D.6b.ii] but that do not exceed

ii. _____% of the Participant's Compensation

d. Three rates. The Company will contribute as a Matching Contribution the amount in D.6b and D.6c; plus

i. _____% of the amount of the Participant's Matched Employee Contributions that exceed [amount entered in D.6c.ii] but that do not exceed

ii. _____% of the Participant's Compensation

e. Years of service. See D.9 below

f. Special schedule.

NOTE: The discretionary formula in D.6a and the special schedule D.6f must meet the non-discrimination requirements regarding benefits, right or features described in Treas. Reg. section 1.401(a)(4)-4

NOTE: If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected), D.6b-d or D.6f must be selected and the contributions listed in D.6 will be Qualified Matching Contributions (Section 4.04(d)). If additional Matching contributions are made and are not treated as Qualified Matching Contributions, list those contributions in D.7 and/or D.8.

NOTE: A Matching Contribution of a Nonhighly Compensated Employee will not be taken into account in satisfying the requirements of Section 5.02 to the extent it is a disproportionate contribution within the meaning of Treas. Reg. section 1.401(m)-2(a)(5).

NOTE: If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected), the matching formula must meet certain minimum requirements. If C.1a.ii (traditional safe harbor match) is selected, the formula must be completed so that it meets the following minimum formula: the Company will contribute as a Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 3% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 3% but that do not exceed 5% of the Participant's Compensation. If C.1a.v (QACA Match) is selected, the formula must be completed so that it meets the following minimum formula: the Company will contribute as a Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 1% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 1% but that do not exceed 6% of the Participant's Compensation. The Company may also elect a Matching Contribution formula where: (i) the aggregate amount of Matching Contributions at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Matching Contributions which would have been made if the Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.

NOTE: If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

NOTE: If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

NOTE: The special schedule D.6f must be objectively determinable and may not be specified in a manner that is subject to Company discretion..

7. Additional Discretionary Matching Contributions

Permit discretionary Matching Contributions to be made in addition to the contributions described in D.6b-d

NOTE: If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

NOTE: If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

8. Additional Fixed Matching Contributions

Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.6b-d: _____

NOTE: If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

NOTE: If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

9. Years of Service

a. The Matching contribution will be made according to the schedule below:

[NOTE TO REVIEWER: the number of years shown will depend on the number selected in the online checklist]

- i. _____ Years of service _____ % of Matched Employee Contributions
- ii. _____ Years of service _____ % of Matched Employee Contributions
- iii. _____ Years of service _____ % of Matched Employee Contributions
- iv. _____ Years of service _____ % of Matched Employee Contributions

b. Only Matched Employee Contributions that are not in excess of _____% of the Participant's Compensation shall be matched.

c. In determining years of service in this D.9, the following service shall be used:

- i. Years of Eligibility Service
- ii. Years of Vesting Service

d. Enter the number of Hours of Service necessary to earn a year of service described in D.9a: _____

NOTE: D.9 is only applicable if D.6e is selected.

NOTE: The first tier of Matching Contributions in D.9a.i shall be available no later than the period described in 410(a)(1).

10. Maximum Allocations for Matching Contributions

Plan limits Matching Contributions to the following in each Plan Year:

- a. Maximum percentage of Compensation that applies to all Participants: _____
- b. Maximum percentage of Compensation that applies to Highly Compensated Employees only: _____
- c. Maximum dollar amount that applies to all Participants: _____
- d. Maximum dollar amount that applies to Highly Compensated Employees only: _____
- e. Other: _____
- f. No Maximum

NOTE: If C.1a.ii or C.1a.v (safe harbor match) is selected, then D.10 will not apply (limits on Matching are described in the Note under D.6).

NOTE: If D.10e is selected, the requirements provided must be non-discriminatory, objectively determinable and may not be specified in a manner that is subject to Company discretion.

11. Allocation Times for Matching Contributions

a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):

- i. End of Plan Year
- ii. Semi-annually
- iii. Quarterly
- iv. Each calendar month
- v. Each pay period
- vi. At such times as may be determined by the Company

b. Apply the dollar limit in D.10:

- i. On a Plan Year basis only
- ii. Pro rata as of each period specified in D.11a

NOTE: D.11 shall not apply if the Matching formula is discretionary (D.6a is selected).

NOTE: Any service requirements specified in D.1 through D.3 shall be applied pro rata to the period selected in this D.11. Any last day rule specified in D.1 through D.3 shall be applied as of the end of each period selected in this D.11.

NOTE: Discretionary Matching Contributions (if selected in D.6) may be allocated at a time other than that selected in D.11. However, if C.1a.ii or C.1a.v (safe harbor match) is selected, no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

NOTE: D.11b shall only apply if a maximum dollar amount (D.10c or D.10d) is selected and end of Plan Year (D.11a.i) is not selected.

NOTE: See Section 4.02(b)(1) for rules relating to "true up" Matching Contributions.

Profit Sharing - Service

NOTE: If A.10 is "Yes" (Profit Sharing Contributions are permitted), an Eligible Employee who has met the requirements of B.17 through B.20 and who has satisfied the following requirements shall be eligible to receive an allocation of Profit Sharing Contributions during the applicable Plan Year.

12. Allocation Service Requirements for Profit Sharing Contributions

- a. In order to share in the allocation of Profit Sharing Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year _____
- b. In order to share in the allocation of Profit Sharing Contributions, a Participant is required to be employed by the Company on the last day of Plan Year
- c. In order to share in the allocation of Profit Sharing Contributions, a Participant is required to be employed by the Company on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year
- d. None

NOTE: D.12a and D.12b are inapplicable if D.12c is selected.

NOTE: D.12a and D.12c may not be more than 1,000.

13. Profit Sharing Allocation Service Computation Rules

- a. Select hours equivalency:
 - i. NoneAn Employee shall be credited with the following service with the Employer:
 - ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month
- b. The hours equivalency shall apply to:
 - i. All Employees
 - ii. Only Employees not paid on a per-hour basis

NOTE: D.13 is only applicable if D.12a or D.12c is selected.

14. Exceptions to Allocation Service Requirements for Profit Sharing Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:
 - i. death.
 - ii. Disability
 - iii. attainment of Normal Retirement Date
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- c. The following other modifications shall be made to the requirements specified in D.12-14b: _____

NOTE: D.14 is only applicable if D.12a, D.12b or D.12c is selected.

NOTE: D.14c may only be used to make minor changes to the requirements specified in D.12-14b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Company discretion. For example, D.14c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

15. Coverage Failures for Profit Sharing Contributions

Method to fix Profit Sharing Contribution Code section 410(b) ratio percentage coverage failures (Section 4.03(d)):

- a. Do not automatically fix
- b. Add just enough Participants to meet the coverage requirements
- c. Add all non-excludable Participants

Profit Sharing - Formula

16. Amount of Profit Sharing Contributions

- a. Discretionary in an amount as determined by the Company
- b. _____ % of each Participant's Compensation for the Plan Year
- c. \$_____ for the Plan Year
- d. Other: _____

17. Profit Sharing allocation formula. The Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** as follows (Section 4.03):

- a. **Pro rata.** In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b. **Integrated.** See **D.18**.
- c. **Points.** See **D.19**.
- d. **Fixed Amount.** In an amount equal to the total Profit Sharing Contribution divided by the number of Participants eligible to share in such contribution.
- e. **Age Weighted.** In the ratio that such Participant's points bears to the points of all eligible Participants for such Plan Year. The points awarded to each Participant shall be equal to the product of the Participant's Compensation multiplied by the factor in Appendix A determined using the Participant's age as of the end of the Plan Year.
- f. **New Comparability - Defined Groups.** See **D.20**.
- g. **New Comparability - One Group per Participant.** In an amount designated by the Company to be allocated to each group. For purposes of this **D.17g**, there shall be one group created for each Participant eligible to receive allocations of Profit Sharing Contributions. The contribution shall be allocated to each group in a manner determined by the Company. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Company shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.
- h. **Other.** _____

NOTE: Options D.17e-h are not safe harbor formulas within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).

NOTE: If New Comparability - Defined Groups (D.17f) is selected, in the case of self-employed individuals (i.e., sole proprietorships or partnerships), the requirements of Treas. Reg. 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.

NOTE: If New Comparability (D.17f or D.17g) is selected, see Section 4.03(b)(1) for 'failsafe' rules regarding the gateway test.

NOTE: If Other is selected (D.17h), the formula must be definitely determinable and not subject to Company discretion.

18. Profit Sharing - Integration

If **D.17b** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** pursuant to either Paragraph (1) or (2) below:

(1) Except as may be provided in **H.7**, for any Plan Year the Plan is not required to provide top heavy minimum allocations pursuant to Article 11 or such top heavy minimum allocations have already been met by other allocations, Profit Sharing Contributions shall be allocated as follows:

(A) Profit-Sharing Contributions shall first be allocated to each Participant's Profit Sharing Contribution Account in the ratio that the sum of such Participant's total Compensation plus his Excess Compensation bears to the sum of all eligible Participants' total Compensation plus Excess Compensation, but not to exceed the permitted disparity of such sum; and

(B) The balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that such Participant's total Compensation bears to all eligible Participants' total Compensation.

(2) For any Plan Year paragraph (1) above does not apply, Profit Sharing Contributions shall be allocated as follows:

(A) Profit Sharing Contributions shall first be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's total Compensation bears to all eligible Participants' total Compensation, but not in excess of 3% of each Participant's Compensation.

(B) The balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's Excess Compensation bears to the Excess Compensation of all Participants, but not in excess of 3% of each Participant's Excess Compensation.

(C) The balance, if any, remaining after the allocation in subparagraph (B) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that the sum of each Participant's total Compensation and Excess Compensation bears to the sum of all eligible Participants' total Compensation and Excess Compensation, but not in excess of the permitted disparity less 3%.

(D) The balance, if any, remaining after the allocation in subparagraph (C) shall be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's total Compensation bears to all Participants' total Compensation.

Integration level for determining Excess Compensation:

- a. Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- b. 20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- c. 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
- d. ____% of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- e. Fixed dollar amount: \$ ____

[Removed permitted disparity elections - determined by the chart below]

NOTE: If **D.18a** (taxable wage base) is not selected, the amount of permitted disparity will be determined in accordance with the following table:

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

19. Profit Sharing - Points

If **D.17c** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in **D.19a**: (a) the points described in **D.19d** for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in **D.19c** for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Profit Sharing Contributions, and (c) the points described in **D.19b** for each \$100 of Compensation he has earned for such Plan Year.

If after application of the foregoing, the average of the allocation rates for eligible Highly Compensated Employees exceeds the average of the allocation rates for eligible Nonhighly Compensated Employees, each eligible Nonhighly Compensated Employee who has earned any points during the Plan Year shall be awarded the same minimum number of points (or fraction of a point) so that the average of the allocation rates for eligible Highly Compensated Employees does not exceed the average of the allocation rates for eligible Nonhighly Compensated Employees.

- a. Points will be computed on basis of:
 - i. Age, Service and Compensation
 - ii. Age and Service
 - iii. Age and Compensation
 - iv. Service and Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$100 of Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: While the "Points" formula is a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(3), the Plan must be tested each year to ensure that the average of the allocation rates for eligible Highly Compensated Employees does not exceed the average of the allocation rates for eligible Nonhighly Compensated Employees.

NOTE: **D.19b**, **D.19c** and **D.19d** apply to the extent that **D.19a** provides points for Compensation, Years of Service and/or age; respectively.

20. Profit Sharing - New Comparability

If **D.17f** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** in an amount designated by the Company to be allocated to each group described in **D.20**. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Profit Sharing Contributions in the method as specified in **D.20** for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Company shall notify the party who has responsibility for allocating contributions in writing of the amount of contributions allocated to each group.

The groups and allocations shall be determined as follows:

[NOTE TO REVIEWER - For each group selected there shall be language added to the document in the format shown below with the group number substituted for the term "One" and the letter increased for each group (a to b, etc.)]

- a. Group One: _____ An amount equal to:
- i. A percentage of Compensation
 - ii. A fixed dollar amount
 - iii. the greater i. or ii.

NOTE: Groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. section 1.401-1(b)(1)(ii) and is objectively determined with no Company discretion.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

NOTE: D.20a applies if "New Comparability - Defined Groups" or "New Comparability - One Group per Participant" (D.17f or D.17g) is selected.

NOTE: D.20b applies if "New Comparability - Defined Groups" (D.17f) is selected.

21. Allocation of Profit Sharing Contributions

- a. Profit Sharing Contributions are allocated to Participant Accounts at the following time(s):
- i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Profit Sharing Allocations
- i. Allocations of Profit Sharing Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. Allocations of Profit Sharing Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in D.12 through D.14 shall be applied pro rata to the period selected in this D.21a. Any last day rule specified in D.12 through D.14 shall be applied as of the end of each period selected in this D.21a.

NOTE: Selection of D.21a.ii through D.21a.v may result in the Plan not meeting a Code section 401(a)(4) safe harbor allocation formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).

22. Profit Sharing - Disability

- Allocate Profit Sharing Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(e)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the ____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(e).

NOTE: D.22 shall not be more than "tenth".

NOTE: Allocations under D.22 may occur after Termination.

23. Collective Bargaining Agreement

- a. In addition to the amount selected in **D.16**, an amount necessary to meet the Company's requirements under an applicable collective bargaining agreement shall be allocated.
- b. The collective bargaining allocations will offset any other employer contribution allocations that would otherwise be made to a Participant:
- i. Yes - Profit Sharing contributions only
 - ii. No
 - iii. Other: _____

NOTE: Option D.23 is not a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).

NOTE: D.21 (timing, maximum and minimum Profit Sharing Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in D.23b.

Other Contributions

24. Davis Bacon

a. In addition to any other Profit Sharing Contributions otherwise provided in the Plan, an amount necessary to meet the Company's requirements under an applicable prevailing wage statute shall be allocated. The formula for allocating Profit Sharing Contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

The prevailing wage allocation offset:

i. None

ii. The prevailing wage allocations will offset any other Profit Sharing Contribution allocations that would otherwise be made to a Participant.

iii. Other: _____

b. Qualified Non-Elective Contributions (in addition to any non-elective contribution made pursuant to **D.16** and Section 4.04) shall be allocated in an amount necessary to meet the Company's requirements under an applicable prevailing wage statute. Allocations will be made in an amount necessary to meet the Company's requirements under an applicable prevailing wage statute. The formula for allocating Qualified Non-Elective Contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

The prevailing wage allocation offset:

i. None

ii. The prevailing wage allocations will offset any other Qualified Nonelective Contribution allocations that would otherwise be made to a Participant.

iii. Other: _____

c. Exclude _____ from receiving benefits under an applicable prevailing wage statute under this Plan.

NOTE: Option D.24 is not a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).

NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered.

NOTE: D.24c must be used to exclude Highly Compensated Employees or another nondiscriminatory class of employees from receiving Davis Bacon allocations. Note that the employees excluded will generally still need to be provided the Davis Bacon benefits in another manner.

25. QNECs [Eligibility rules are all optional and moved to BPD]

The Company's Qualified Nonelective Contribution (in addition to any nonelective contribution made pursuant to **C.1** or **C.24**) shall be allocated in the following manner:

a. Pro rata. In the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.

b. Fixed Amount. In an amount equal to the total additional Qualified Nonelective Contribution divided by the number of Participants eligible to share in such contribution.

c. Bottom Up. In an amount described in Section 4.04(b) for Bottom Up QNECs.

d. Other. Pursuant to the following formula: _____

NOTE: A Qualified Nonelective Contribution of a Nonhighly Compensated Employee will not be taken into account in satisfying the requirements of Section 5.02 to the extent it is a disproportionate contribution within the meaning of Treas. Reg. sections 1.401(k)-2(a)(6)(iv) and/or 1.401(m)-2(a)(6)(v).

26. Rollovers

Rollover Contributions are permitted (Section 4.05):

a. No

b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

c. Yes - Only active Participants may make a Rollover Contribution

d. Yes - _____ may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of rollover contributions accepted by the Plan and must use that discretion in a consistent and non-discriminatory manner.

27. Deemed IRAs

The Plan may accept voluntary contributions to deemed IRAs (Section 4.11) effective: _____

NOTE: If D.27 is selected, see Section 4.11 for rules regarding deemed IRAs.

28. Death or Disability During Qualified Military Service

For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or Disability and terminated employment on the day of death or Disability (Section 4.07).

29. 415 Additional Language

Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

E. VESTING

Vesting Service Rules

1. Vesting service computation method

- a. Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: _____
- b. Elapsed Time

NOTE: Unless E.1.b (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If E.1.b (Elapsed Time) is selected, questions E.2 through E.3 are disregarded.

NOTE: E.1a may not be more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.

2. Vesting Service Equivalencies

- a. Select equivalency for vesting purposes:
- None.
An Employee shall be credited with the following service with the Employer:
 - 10 Hours of Service for each day or partial day
 - 45 Hours of Service for each week or partial week
 - 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - 190 Hours of Service for each month or partial month
- b. The hours equivalency selected in E.2a shall apply to:
- All Employees
 - Only Employees not paid on a per-hour basis

NOTE: E.2b does not apply if E.2a.i is selected.

3. Vesting Computation Period

- a. Calendar year
- b. Plan Year
- c. The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period shall commence on the anniversary of such date
- d. Other: _____

NOTE: E.3d must be a twelve-consecutive month period.

4. Other Employer Service

- Count a maximum of five years of service with employers other than the Employer for vesting purposes with the following employers: _____

5. Vesting Exceptions

- a. **Death.** Provide for full vesting for a Participant who terminates employment with the Employer due to death while an Employee (Section 6.02).
- b. **Disability.** Provide for full vesting for a Participant who terminates employment with the Employer due to Disability while an Employee (Section 6.02).
- c. **Early Retirement.** Provide for 100% vesting upon the attainment of Early Retirement Date while an Employee (Section 6.02). **[moved]**

6. Vesting Exclusions

- a. Exclude Years of Vesting Service earned before age 18.
- b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.
- c. **One-year holdout.** If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Employer.
- d. **Rule of parity.** If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

7. Special Vesting Provisions

- Provide for special vesting provisions: _____

NOTE: Any special provisions must satisfy Code sections 401(a)(4) and 411.

Vesting Schedules

8. Matching Contribution Account

Vesting Schedule for Matching Contributions:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded
- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Match Schedule - less than 1 year:
 - ii. Other Match Schedule - 1 year but less than 2 years:
 - iii. Other Match Schedule - 2 years but less than 3 years:
 - iv. Other Match Schedule - 3 years but less than 4 years:
 - v. Other Match Schedule - 4 years but less than 5 years:
 - vi. Other Match Schedule - 5 years but less than 6 years:
 - vii. Other Match Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.8g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.8g.vii will be deemed to be 100%.

NOTE: E.8 is not applicable if the Plan provides for a safe harbor match (C.1a.ii or C.1a.v is selected) and there are no additional fixed or discretionary matching contributions beyond the safe harbor contribution (D.7 and D.8 are not selected).

9. Safe Harbor Matching Contributions

If the Plan provides for a safe harbor match, additional fixed or discretionary matching contributions beyond the safe harbor contribution (D.7 and/or D.8) will be subject to the vesting schedule in E.8 as follows (select one):

- Only discretionary Matching Contributions (D.7) shall be subject to the schedule described in E.8.
- Fixed Matching Contributions described in D.8 and discretionary Matching Contributions (D.7) shall be subject to the schedule described in E.8.

NOTE: E.9 only applies if E.8 is not 100%; C.1a.ii or C.1a.v is selected and D.7 and/or D.8 is/are selected.

NOTE: Traditional safe harbor matching contributions (C.1a.ii) are 100% vested.

NOTE: Qualified Automatic Contribution Arrangement safe harbor matching contributions (C.1a.v) are subject to the vesting schedule selected in E.11.

10. Profit Sharing

Profit Sharing Contribution Account Vesting Schedule:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded
- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Profit Sharing Schedule - less than 1 year:
 - ii. Other Profit Sharing Schedule - 1 year but less than 2 years:
 - iii. Other Profit Sharing Schedule - 2 years but less than 3 years:
 - iv. Other Profit Sharing Schedule - 3 years but less than 4 years:
 - v. Other Profit Sharing Schedule - 4 years but less than 5 years:
 - vi. Other Profit Sharing Schedule - 5 years but less than 6 years:
 - vii. Other Profit Sharing Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.10g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.10g.vii will be deemed to be 100%.

11. QACA Vesting

QACA (Non Elective and Match) Vesting Schedule. Specify the vesting schedule for contributions made pursuant to **C.1a.v** or **C.1a.vi**:

- a. 100%
- b. 2 Year Cliff
- c. Other:
 - i. Other QACA Schedule - less than 1 year:
 - ii. Other QACA Schedule - 1 year but less than 2 years:
 - iii. Other QACA Schedule - 2 or more years: 100%

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

12. Other Vesting Schedule

- a. The Plan has another vesting schedule: _____
- b. Describe the Participants to which the other vesting schedule applies: _____
- c. Retain pre-PPA Profit Sharing vesting schedule for pre 2007 contributions: _____

NOTE: The vesting schedule in E.12 is in addition to the vesting schedules in E.8 through E.11.

NOTE: E.12b must be applied in a consistent and non-discriminatory manner. For example, E.12b could be used to describe a prior vesting schedule, vesting for a transfer account, or a vesting schedule that applies to Participants covered by a collective bargaining agreement provided retirement benefits were the subject of good faith bargaining.

NOTE: The vesting schedule must satisfy the applicable minimum vesting requirements of Code section 411(a)(2) at every point in time, for all Participants' years of service.

13. Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

- a. Any permissible method (restore forfeitures, reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4 or to pay Plan expenses)
- b. Other: _____

NOTE: E.13b is limited to one or a combination of the options described in E.13a. E.13b may be used to further restrict the uses of forfeiture and must be applied in a consistent and non-discriminatory manner.

F. DISTRIBUTIONS

1. Normal Retirement

- a. Normal Retirement Age means:
 - i. Attainment of age _____
 - ii. Later of attainment of age _____ and service specified in **F.1b**
- b. Select the type and length of service used to measure Normal Retirement Age:
 - i. Eligibility. _____ Years of Eligibility Service
 - ii. Vesting. _____ Years of Vesting Service
 - iii. Participation. _____ anniversary of participation (e.g. third, fourth, etc.)
- c. Normal Retirement Date means:
 - i. Normal Retirement Age
 - ii. First day of calendar month coincident or next following Normal Retirement Age
 - iii. First day of calendar month nearest Normal Retirement Age
 - iv. Anniversary date nearest Normal Retirement Age
 - v. Other: _____

NOTE: The age entered in F.1a may not be more than 65.

NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

NOTE: The Normal Retirement Age shall be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

2. Early Retirement

- a. Early Retirement Age means:
 - i. None. The Plan does not have an early retirement feature.
 - ii. Attainment of age _____

- iii. Later of attainment of age _____ and service specified in **F.2b**
- b. Select the type and length of service used to measure Early Retirement Age:
 - i. Eligibility. ___ Years of Eligibility Service
 - ii. Vesting. ___ Years of Vesting Service
 - iii. Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

c. Early Retirement Date means:

- i. Early Retirement Age
- ii. First day of calendar month coincident or next following Early Retirement Age
- iii. First day of calendar month nearest Early Retirement Age
- iv. Anniversary date nearest Early Retirement Age
- v. Other: _____

NOTE: The age entered in F.2a may not be more than 65.

NOTE: F.2b is only applicable if F.2a.iii is selected.

NOTE: See related selections E.5c (vesting upon Early Retirement Date) and G.2b (in-service distributions upon Early Retirement Date).

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. **Immediate.** As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment
- b. **End of Plan Year.** As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. **Normal Retirement Date.**
- d. **Other:** _____

NOTE: Any entry in F.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. Cash only
- b. Cash or in-kind
- c. Cash or in-kind rollover to an Individual Retirement Account sponsored by the following vendor: _____

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
 - i. Lump sum only
 - ii. Qualified Joint and _____% Survivor Annuity (not less than 50% and not more than 100%)
- b. In addition to the form described in **F.5a**, distributions from the Plan after Termination for reasons other than death may be made in the following forms (*select all that apply*):
 - i. Lump sum only
 - ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - iii. Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect
 - iv. Other: _____

NOTE: F.5b.iii and any entry in F.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Distributions as an Annuity

- a. Permit Participants to make distributions in the form of an annuity
 - i. Yes - entire account
 - ii. Yes - the following conditions and/or limitations shall apply: _____
 - iii. No
- b. Permit Beneficiaries to make distributions in the form of an annuity
 - i. Yes - the entire account
 - ii. Yes - the following conditions and/or limitations shall apply: _____
 - iii. No

NOTE: If **F.6a.i** or **F.6a.ii** is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

NOTE: If **F.6b.i** or **F.6b.ii** is selected, a Beneficiary may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan (including Section 7.05) and any annuity contract shall be nontransferable.

NOTE: **F.6a.ii** and **F.6b.ii** must be applied in a consistent and non-discriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

7. Transfer from Pension Plan

The Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 411(a)(11) and 417 (e.g., a money purchase or defined benefit plan).

8. Beneficiary Designation

To the extent that a Participant's Account is subject to the survivor annuity rules of Section 7.10, the spouse of a married Participant shall be the beneficiary of _____ % of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 7.10 (Section 7.04).

NOTE: **F.8** may not be less than 50%.

NOTE: **F.8** only applies to Accounts subject to the survivor annuity requirements of Section 7.10.

9. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary

10. Beneficiaries

a. Death benefits when there is no designated beneficiary:

- i. Standard according to Section 7.04(c)
- ii. Custom

b. Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: _____.

c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable: [Domestic Partners are limited to arrangements other than marriage.]

- i. No
- ii. Yes - limited to the following terms and conditions: _____
- iii. Yes

d. The term "Domestic Partner" as defined in Article 2 is modified in the following manner: _____

NOTE: If **F.10a.ii** (Custom) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

NOTE: If revocation is selected (**F.10b**) you may use this item to indicate automatic revocation upon divorce.

NOTE: If **F.10c.i** is selected, **F.10d** does not apply.

NOTE: Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

11. Cash Out

- a. Involuntary cash-out amount for purposes of Section 7.03: \$ _____
- b. Minimum Account balance for Qualified Joint and Survivor Annuity consent requirements (Section 7.10): \$ _____
- c. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **F.11a** is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Date - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only
- d. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of **F.11a** and **F.11b** (Sections 7.03 and 7.10)

NOTE: F.11a and F.11b have a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

NOTE: If F.11a is not selected and F.11b is zero, F.11d does not apply.

NOTE: F.8 only applies to Accounts subject to the survivor annuity requirements of Section 7.10.

NOTE: If F.11a is less than \$1,000, F.11d may not be selected.

12. Required Beginning Date

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a. **Retirement.** April 1 of the calendar year following the later of the calendar year in which the Participant: (i) attains age 70-1/2, or (ii) retires
- b. **Age 70-1/2.** April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. **Election.** The option provided in **F.12a**; provided that a Participant may elect to commence distributions pursuant to either **F.12a** or **F.12b**

NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).

G. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

1. Vesting Status for In-service Withdrawals

Select one:

- In-service withdrawals otherwise permitted under Section **G** are allowed from Accounts that are partially vested
- An Account must be fully vested for a Participant to receive an in-service withdrawal

NOTE: The response to **G.1** will be ignored if the Plan does not allow in-service withdrawals.

NOTE: Withdrawals under **G.2-10** are only permitted from the portion of a Participant's Accounts described in **G.1** unless otherwise specified in **G.11**.

2. Retirement [moved]

- a. Allow in-service distributions after attainment of Normal Retirement Date (Section 7.01(b)) from the following Accounts: _____
- b. Allow in-service distributions after attainment of Early Retirement Date (Section 7.01(a)) from the following Accounts: _____

NOTE: If the Normal Retirement Date and/or Early Retirement Date is less than age 59-1/2 and in-service is selected, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2.

3. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- a. **None**
- b. **All Accounts.** A Participant may receive a distribution on account of Hardship, except from: (i) his Qualified Non-Elective Contribution Account, (ii) his Matching Contribution Account to the extent such Account has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution, and (iii) earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989
- c. **Selected Accounts**
 - i. Elective Deferral Account (excluding earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989)
 - ii. Matching Contribution Account (except that portion that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution)
 - iii. Profit Sharing Contribution Account
 - iv. Voluntary Contribution Account
 - v. Rollover Contribution Account
 - vi. Transfer Account
 - vii. Other: _____
- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
 - i. Safe Harbor criteria set forth in Section 8.01(b)
 - ii. Non Safe Harbor criteria set forth in Section 8.01(c)
- e. Expand the Hardship criteria to include the Beneficiary of the Participant

- f. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit Hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No
- g. Other limitations on Hardship withdrawals: _____
- h. A more flexible Hardship option applies to permitted Account(s)
- i. Use criteria specified in Section 8.01(b)(1)
 - ii. Use criteria specified in Section 8.01(b)(1) with the following additional criteria and/or modifications: _____

NOTE: If G.3a is selected, G.3b through G.3h do not apply.

NOTE: G.3e only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If G.3e is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

NOTE: G.3f only applies if A.7b is "Yes", (Roth Elective Deferrals are permitted).

NOTE: Any limitations in G.3g (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Company discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

NOTE: G.3h only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in G.3cii-vi to the extent applicable and selected above). If G.3h is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.

4. Specified Age and Service

- a. In-service withdrawals are allowed on attainment of age _____ and _____ service (Section 8.02):
- i. None
 - ii. All Accounts
 - iii. Selected Accounts
- b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:
- i. Elective Deferral Account
 - ii. Matching Account
 - iii. Profit Sharing Contribution Account
 - iv. Qualified Non-Elective Contribution Account
 - v. Voluntary Contribution Account
 - vi. Rollover Contribution Account
 - vii. Transfer Account
 - viii. Other: _____
- c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No

NOTE: If G.4a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2 and completes required service; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.

NOTE: G.4b only applies if G.4a.iii is selected.

NOTE: G.4c only applies if A.7b is "Yes", (Roth Elective Deferrals are permitted) and G.4a.ii or G.4a.iii and G.4b.i is selected.

5. Specified Age

- a. In-service withdrawals are allowed on attainment of age _____ (Section 8.02):
- i. None
 - ii. All Accounts
 - iii. Selected Accounts

- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
- i. Elective Deferral Account
 - ii. Matching Account
 - iii. Profit Sharing Contribution Account
 - iv. Qualified Non-Elective Contribution Account
 - v. Voluntary Contribution Account
 - vi. Rollover Contribution Account
 - vii. Transfer Account
 - viii. Other: _____
- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No

NOTE: If G.5a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.5a and G.5b.

NOTE: G.5b only applies if G.5a.iii is selected.

NOTE: G.5c only applies if A.7b is "Yes", (Roth Elective Deferrals are permitted) and G.5a.ii or G.5a.iii and G.5b.i is selected.

Other Withdrawals

6. Withdrawals After Period of Participation

- a. **Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account after _____ years of Participation
- b. **Profit Sharing Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Profit Sharing Contribution Account after _____ years of Participation

NOTE: Withdrawals under G.6a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such contributions have not been treated as Qualified Matching Contributions.

NOTE: G.6a-b may not be less than five.

7. Withdrawals After Period of Accumulation

- a. **Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for _____ years.
- b. **Profit Sharing Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Profit Sharing Contribution Account on funds held for _____ years.

NOTE: Withdrawals under G.7a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such contributions have not been treated as Qualified Matching Contributions.

NOTE: G.7a-b may not be less than two.

8. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

9. Military Distributions

- Qualified Reservist Distributions are permitted (Section 8.03(c))

10. Transfer Account

Permit a distribution to be made to a Participant who has attained age 62 and who has not separated from employment from the transfer Account

- a. Yes - under any distribution option offered to a Terminated Participant

b. Yes - limited to the following terms and conditions: _____

NOTE: G.10 only applies if F.7 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).

11. Disability

Allow distributions upon Disability.

NOTE: If distributions upon Disability is selected, the following Accounts may not be distributed unless a severe disability equivalent to A.21a. has occurred: (i) Elective Deferral Account, (ii) Qualified Non-Elective Contribution Account, (iii) Matching Contribution Account to the extent such Account has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution. A severe disability equivalent to A.21a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

12. Other Conditions/Limitations

The following limitations, conditions and/or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.I through G.II). G.I2 must be applied in a consistent and non-discriminatory manner. For example, G.I2 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.05.

13. Roth In-Plan Rollovers

a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted (Section 4.05(b)):

i. No

ii. Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal

iii. Yes - limitations and/or conditions apply: _____

iv. Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the plan **and upon the attainment of age: _____.**

b. In-Plan Roth Rollovers are permitted from partially vested accounts

c. Enter the effective date of the In-Plan Roth Rollovers: _____ (must be after Sept. 27, 2010)

d. Indicate method of preserving Code section 411(d)(6) protected benefits:

i. Distributions from the In-Plan Roth Rollover Account are permitted at any time

ii. Preserve existing distributions/in-service withdrawals rights for each Account

iii. Other: _____

NOTE: To prevent terminated employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations and/or conditions apply" and describe the circumstances under which Participants can take an In-Plan Roth Rollover.

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also eligible rollover distributions (as defined in Code section 402(c)(4)).

NOTE: Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of the age entered under G.13a.iii or G.13a.iv.

H. PLAN OPERATIONS AND TOP HEAVY

Plan Operations

1. Permitted Investments

a. Plan may invest up to 100% of the Trust Fund in "qualifying employer securities" and "qualifying employer real property" (Section 9.04(b))

b. Plan may invest in life insurance (Section 9.07)

NOTE: If H.1a is selected, the selection shall not apply to Accounts prohibited from investing more than 10% of assets in "qualifying employer securities" and "qualifying employer real property" under section 407(b)(2) of ERISA.

2. Participant Self-direction

a. Specify the extent to which the Plan permits Participant self-direction and indicate the Plan's intent to comply with ERISA section 404(c) (Section 9.02):

i. All Accounts and 404(c) applies

ii. All Accounts but 404(c) does not apply

iii. Some Accounts and 404(c) applies

iv. Some Accounts but 404(c) does not apply

- v. None
- b. If Some Accounts is selected, a Participant may self-direct the following accounts:
 - i. Elective Deferral Account
 - ii. Matching Contribution Account
 - iii. Voluntary Contribution Account
 - iv. Profit Sharing Contribution Account
 - v. Qualified Non-Elective Contribution Account
 - vi. Rollover Contribution Account
 - vii. Transfer Account
- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to the following investments (Section 9.06):
 - i. Company stock only
 - ii. All investments
 - iii. Selected investments: _____

NOTE: If H.2a.v (None) is selected, H.2b through H.2d do not apply.

NOTE: H.2b only applies if H.2a.iii or H.2a.iv is selected.

NOTE: If H.1a is selected (employer securities) and H.2a.i or H.2a.iii (404(c) applies) is selected, then voting rights must be selected in H.2d.i, H.2d.ii or H.2d.iii.

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
- b. Last day of each Plan quarter
- c. Last day of each month
- d. Each business day
- e. Other: _____ (Must be at least annually).

NOTE: If H.2a.i or H.2a.iii (404(c) applies) is selected then Valuation Date must be at least quarterly.

4. Plan Administration

- a. Designation of Plan Administrator (Section 12.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):
 - i. Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. None - the Company will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. Standard according to Section 12.06
 - iii. Provided pursuant to an outside agreement
- d. The following modifications shall be made to the duties of the applicable parties: _____

NOTE: If H.4c.iii (Provided pursuant to an outside agreement) Section 12.06 shall not apply and indemnification for the Plan Administrator and Investment Fiduciary is provided pursuant to an agreement that is not a part of the Plan.

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
 - i. Yes
 - ii. No
 - iii. Yes, but only for the following assets/accounts: _____; other assets/accounts will use an outside Trust or be held by an insurance company
 - iv. Not Applicable - assets are held solely by an insurance company

- b. Trustee Type
- i. Corporate. Trustee name and address: _____
 - ii. Individual. Trustee name(s): _____
- c. Type of Trustee Indemnification:
- i. Standard according to Section 10.07(b)
 - ii. Provided pursuant to an outside agreement
- d. The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).
- e. The Trustee is also the Investment Fiduciary (Section 10.06):
- i. Yes
 - ii. No. The Investment Fiduciary is: _____
- f. The special trustee for purposes of determining and collecting contributions under the Plan is:
- i. the chief executive officer of the Plan Sponsor
 - ii. the Trustee
 - iii. other: _____

NOTE: Section 10.09 shall apply to the extent assets are held in an outside trust agreement.

NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.

NOTE: If H.5a.iv is selected, H.5b - e shall not apply.

NOTE: If a separate trust agreement is to be used (H.5a.ii or H.5a.iii is selected), the items in H.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.

NOTE: If H.5c.ii (Provided pursuant to an outside agreement) Section 10.07(b) shall not apply and indemnification for the Trustee is provided pursuant to an agreement that is not a part of the Plan.

NOTE: H.5f must be an individual or a corporation with trust powers and is intended to comply with FAB 2008-01.

6. Trust Administrative Modifications

- a. The following modifications are made to the permitted investments under the Trust Fund: _____
- b. The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: _____
- c. The following modifications are made to other administrative provisions of the Trust Fund: _____

NOTE: H.6 only applies if H.5a.i or H.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).

NOTE: The addition of language in H.6 shall not be deemed to be a modification to the volume submitter document as long as the modification does not conflict with other provisions of the Plan (excluding Article 10) and does not cause the Plan to fail to qualify under Code section 401(a).

Top Heavy

7. Top Heavy Allocations

Top-Heavy allocations are made to

- a. This Plan. Participants who share in Top-Heavy minimum allocations:
 - i. **Non-Key only.** Any Participant who is employed by the Employer on the last day of the Plan Year and is not a Key Employee
 - ii. **All Participants.** Any Participant who is employed by the Employer on the last day of the Plan Year
 - iii. Participants covered by a collective bargaining agreement will share in Top-Heavy minimum allocations provided retirement benefits were the subject of good faith bargaining.
- b. Pursuant to the terms of _____ plan
- c. Other plan maintained by the employer
 - i. N/A - no other plan
 - ii. Defined Contribution
 - iii. Defined Benefit

NOTE: Choose one option, H.7a, b or c.

NOTE: If H.7b is selected, include the name of the other plan.

NOTE: H.7a.iii may be selected in addition to H.7a.i or H.7a.ii. If H.7a.iii applies and is not selected, Employees covered under a collective bargaining agreement that bargains in good faith for retirement benefits shall not be eligible to receive top-heavy minimum allocations.

NOTE: H.7c should generally only be selected if the Company also sponsors a defined benefit plan where, for example, in the first year the top heavy minimum shall be made to the defined benefit plan and thereafter to this Plan. H.7c must comply with Code section 416 and the regulations thereunder.

8. Top Heavy Vesting

Top-Heavy vesting schedule:

- a. 100%
- b. 2-6 Year Graded
- c. 3 Year Cliff
- d. Other:
 - i. Other Top-Heavy Schedule - less than 1 year:
 - ii. Other Top-Heavy Schedule - 1 year but less than 2 years:
 - iii. Other Top-Heavy Schedule - 2 years but less than 3 years:
 - iv. Other Top-Heavy Schedule - 3 years but less than 4 years:
 - v. Other Top-Heavy Schedule - 4 years but less than 5 years:
 - vi. Other Top-Heavy Schedule - 5 years but less than 6 years:
 - vii. Other Top-Heavy Schedule - 6 or more years: 100%.

NOTE: If H.8 is "Other", then any vesting schedule described in H.8d must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule.

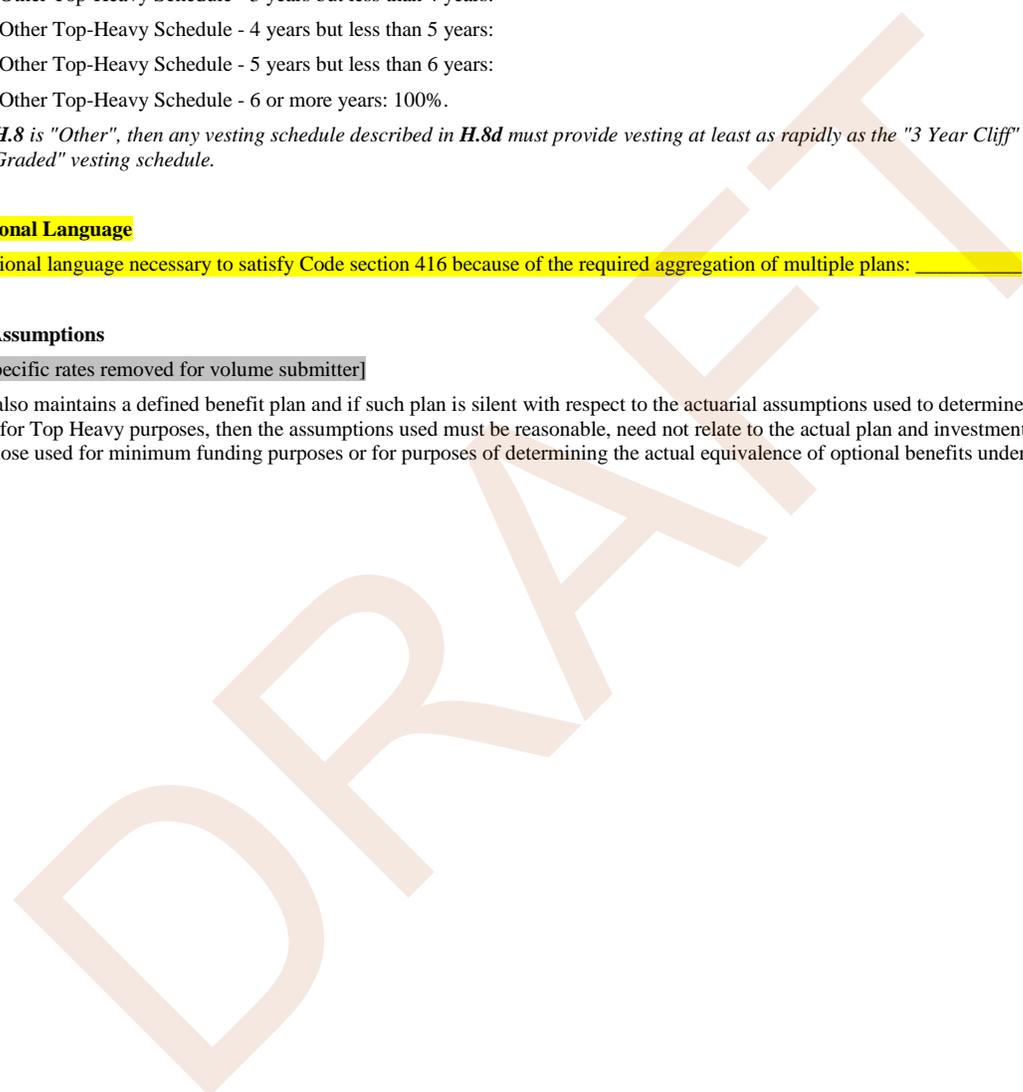
9. 416 Additional Language

Additional language necessary to satisfy Code section 416 because of the required aggregation of multiple plans: _____

Present Value Assumptions

[Place to enter specific rates removed for volume submitter]

If the Company also maintains a defined benefit plan and if such plan is silent with respect to the actuarial assumptions used to determine the present value of accrued benefits for Top Heavy purposes, then the assumptions used must be reasonable, need not relate to the actual plan and investment experience, and need not be the same as those used for minimum funding purposes or for purposes of determining the actual equivalence of optional benefits under the plan.



I. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #005, its related Basic Plan Document #P-02 and any related Appendix and Addendum specifically created in response to a question within to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. 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. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner may be contacted at [ADDRESS][TELEPHONE #]

DRAFT