

**ADOPTION AGREEMENT FOR  
SUNGARD ~~BUSINESS SYSTEMS~~ CORBEL LLC  
SOLO 401(K) PROFIT SHARING PLAN**

**CAUTION:** Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**EMPLOYER INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in ~~the information in~~ this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER AND TIN

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ Street  
 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip  
 Telephone: \_\_\_\_\_  
 Taxpayer Identification Number (TIN): \_\_\_\_\_

**PLAN INFORMATION**

2. PLAN NAME: \_\_\_\_\_

3. ~~PLAN STATUS~~ EFFECTIVE DATE

a. ☐ New Plan

b. ☐ Amendment and restatement of existing Plan

PPA RESTATEMENT (leave blank if not applicable)

1. a. ☐ This is a new Plan effective as of \_\_\_\_\_ (hereinafter called the "Effective Date").

b. ☐ This is an amendment and restatement of a plan which was originally effective \_\_\_\_\_  
 The effective date of this amendment and restatement is \_\_\_\_\_ (hereinafter called the "Effective Date").

c. ☐ FOR EGTRRA RESTATEMENTS: This is an amendment and restatement to bring a plan into compliance with the Pension Protection Economic Growth and Tax Relief Reconciliation Act of 2006 ("PPA2001" ("EGTRRA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

The Plan's original effective date was \_\_\_\_\_. Except as specifically provided in the Plan, the effective date of this

4. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

a. \_\_\_\_\_ (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement is \_\_\_\_\_ (hereinafter called the "Effective Date") is:

b. \_\_\_\_\_ (enter month day, year: "). (May enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) A separate addendum is attached with elections for the EGTRRA Restatement and is incorporated as part of this Adoption Agreement.

5. \_\_\_\_\_

4. PLAN YEAR (Plan Section 1.65) means the 12 consecutive month period ending on \_\_\_\_\_. However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6

5. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

~~An Eligible Employee will be~~ All Employees are eligible to participate in the Plan upon satisfaction of the following:

- a. ~~[ ]~~ [ ] SERVICE REQUIREMENT ☐ None ☐ 1 Year of Service  
 b. ~~[ ]~~ [ ] AGE REQUIREMENT ☐ None ☐ Age \_\_\_\_\_ (may not exceed 21)

76. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. ☐ the date such requirements are met.  
 b. ☐ the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.  
 c. ☐ the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.

87. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.88)

- a. ☐ No service with other Employers shall be recognized (except as required by law).  
 b. ☐ Prior Service with \_\_\_\_\_ will be recognized for all purposes.

8.

9. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means the date a Participant attains age \_\_\_\_\_ (not to exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but no less than age 55).

10. NORMAL RETIREMENT AGE ("NRA") means age \_\_\_\_\_ (may not exceed 65).

9. SALARY REDUCTION ARRANGEMENT -- ELECTIVE DEFERRALS

Each Participant may elect to have Compensation deferred by up to the maximum amount allowed by law.

Catch-Up Contributions and Roth Elective Deferrals ~~Contributions~~. Participants may make (select all that apply):

- a. ☐ Catch-Up Contributions.  
 b. ☐ Roth Elective Deferrals ~~Contributions~~.

11. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Plan Section 12.11)

- a. ☐ In-Plan Roth rollover contributions are NOT permitted  
 b. ☐ In-Plan Roth rollover contributions may be elected by any Participant, under the existing in-service distribution provisions.

12+0. TRUSTEE(S) OR INSURER(S)

- a. ☐ This Plan is funded exclusively with Contracts and the name of the Insurer is \_\_\_\_\_  
 b. ☐ Financial institution that is the sponsor of this prototype plan.  
     ☐ Check here if the financial institution has full trust powers.  
 c. ☐ Sole proprietor, practitioner, partner or officer who signs this Adoption Agreement on behalf of the Employer.  
 d. ☐ The following person or entity:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**STANDARD PROVISIONS.** The following elections, which are referenced in

- ~~1.~~ Fiscal Year means the Basic Plan Document, apply to this Plan~~Employer's accounting year.~~
- ~~12.~~ Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
- ~~23.~~ A separate Trust Agreement may only be used if it has been approved for use with this Plan.
4. The Employer will be the Plan Administrator.
- ~~35.~~ This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or, in the case of a corporate Trustee or Insurer, such Trustee's or Insurer's) principal place of business is located.
- ~~46.~~ All Employees, except union employees and non-resident aliens (both as defined in Plan Section 1.28), are eligible to participate for all purposes of the Plan.
- ~~57.~~ To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. "Year of Service" means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least one (1) Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
- ~~68.~~ Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.
- ~~79.~~ There are no early retirement provisions.
- ~~810.~~ Compensation with respect to any Participant means wages, tips and other compensation on Form W-2 and shall be based on the Plan Year. Compensation for any Self-Employed Individual~~Individuals~~, however, shall be equal to Earned Income ~~as defined in the Plan.~~
- ~~911.~~ Compensation shall be adjusted by (a) including compensation not currently includible in the Participant gross income by reason of the application of Code ~~§§ 401(k), Sections~~ 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3)(401(k)-Plan), 402(h)(1)(B) (simplified employee pension plan), 414(h)(2) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan); (b) excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in (a) above) and welfare benefits; and (c) excluding Compensation paid during the determination period while not a Participant in the Plan. Military Differential Pay will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes. 415 Compensation and Plan Compensation will include (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.
- ~~1012.~~ The ADP and/or ACP safe harbor provisions, Qualified Automatic Contribution Account provisions, Eligible Automatic Contribution Account provisions, and ~~or~~ SIMPLE provisions shall not apply~~be used~~. The ADP and ACP ratio for Nonhighly Compensated Employees will be based on current year ratio.
- ~~1113.~~ The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participants~~Participant's~~ Elective Deferrals (including, if permitted under the Plan, Roth Elective Deferrals and/or Catch-up Contributions ~~if selected~~). In applying the matching contribution, only Elective Deferrals up to a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis to all Participants, will be taken into account. This matching contribution shall be made on a payroll period basis to any Participant who is employed on the last day of the Plan Year or who terminates with at least 500 Hours of Service.
- ~~1214.~~ The Employer may make a discretionary profit sharing contribution for a Plan Year, the amount~~contributions~~ to be determined in the discretion of~~by~~ the Employer and allocated, not limited to current or accumulated Net Profits, in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants eligible. This profit sharing contribution shall be made to share in the allocations for the Plan Year. Any Participant is eligible to share in the contribution for the Plan Year if the Participant~~who~~ is employed on the last day of the Plan Year or ~~who~~ terminates employment with at least 500 Hours of Service during the Plan Year.
- ~~1315.~~ All contributions shall be 100% vested at all times.
- ~~1416.~~ Distributions will be made as soon as administratively feasible following termination of employment in lump-sums only. Partial withdrawals or installments are only permitted for required minimum distributions under Code ~~§Section~~ 401(a)(9). No annuities

will be allowed. All distributions will be in cash or property that is specifically allocated and identifiable with respect to a Participant.

~~15~~<sup>17</sup>. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the Participant or Beneficiary.

~~16~~<sup>18</sup>. No involuntary distributions shall be ~~made~~<sup>allowed</sup>.

~~17~~<sup>19</sup>. Hardship distributions are allowed from all Accounts subject to the parameters set forth in Plan Section 12.10 (e.g. distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988)).

~~18~~<sup>20</sup>. ~~Hardship distributions are allowed, using the safe harbor standards of Regulation 1.401(k)-1(d)(3)(iii)(B).~~

~~20~~<sup>21</sup>. In-service distributions are allowed at age 59 1/2 from all accounts.

~~19~~<sup>22</sup>. Loans are permitted from all accounts, in accordance with the terms of the Participant Loan Program.

~~20~~<sup>23</sup>. The Participants shall direct the Trustee with respect to the investments of all accounts, ~~in accordance with the terms of the Participant Direction Procedures.~~

~~21~~<sup>24</sup>. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.

~~22~~<sup>25</sup>. After-tax voluntary Employee contributions are not allowed.

~~23~~<sup>26</sup>. Required minimum distributions shall be made at the later of age 70 1/2 or retirement, except for 5% owners. ~~Unless an alternative is selected on an addendum attached to this Adoption Agreement to specify an alternative effective date (which may not be later than 2003), the Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year.~~

- 24. Qualified reservist distributions are not permitted.
- 25. HEART Act provisions – continued benefit accruals will not apply and the Plan does not permit distributions for deemed severance of employment.
- 26. WRERA provisions - required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.
- 27. Non-spousal rollovers are permitted effective for distributions after December 31, 2006.
- 28. There are no elections made on an Appendix A (Special Effective Dates and other permitted elections).

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The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code ~~§Section~~ 401 except to the extent provided in Rev. Proc. 2011-49 or subsequent guidance~~2005-16~~.

~~An employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code Section 419(e), which provides post retirement medical benefits allocated to separate accounts for key employees, as defined in Code Section 419A(d)(3), or an individual medical account, as defined in Code Section 415(1)(2)) in addition to this plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code Sections 415 and 416. If the employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code Sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.~~

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent 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~~2005-16~~.

This Adoption Agreement may be used only in conjunction with basic Plan document ~~#1004~~. This Adoption Agreement and the basic Plan document shall together be known as SunGard Business Systems~~Corbel~~ LLC Solo 401(k) Profit Sharing~~Defined Contribution Prototype~~ Plan ~~#10-007~~and Trust #01-008.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

SunGard Business Systems~~Corbel~~ LLC will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify SunGard Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and SunGard Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan~~Corbel LLC of any change in address~~.

~~This Plan may not be used, and shall not be deemed to be a Prototype Plan, unless an authorized representative of SunGard Corbel LLC has acknowledged the use of the Plan. Such acknowledgment is for administrative purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of the sponsor or constitutes a qualified retirement plan.~~

~~SunGard Corbel LLC~~

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

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The Employer and Trustee (or Insurer), by executing below, hereby adopt~~cause~~ this Plan; ~~to be executed on the date(s) specified below:~~

EMPLOYER: [ \_\_\_\_\_  
 \_\_\_\_\_  
 (name of employer) ]

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

DATE SIGNED

TRUSTEE (OR INSURER):

[ ] The signature of the Trustee or Insurer appears on a separate agreement or Contract (a separate Trust Agreement may only be used if it has been approved for use with this Plan).

OR

                     -  
[name of Trustee]

TRUSTEE OR INSURER

DATE SIGNED

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