

ADOPTION AGREEMENT FOR
FIS BUSINESS SYSTEMS LLC
STANDARDIZED MONEY PURCHASE 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 this Employer Information Section.)

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

Name:
Address:
Street
City State Zip
Telephone:
Taxpayer Identification Number (TIN):
Employer's Fiscal Year ends:

2. TYPE OF ENTITY

- a. [] Corporation (including tax-exempt or non-profit Corporation)
b. [] Professional Service Corporation
c. [] S Corporation
d. [] Limited Liability Company that is taxed as:
1. [] a partnership or sole proprietorship
2. [] a Corporation
3. [] an S Corporation
e. [] Sole Proprietorship
f. [] Partnership (including limited liability)
g. [] Other: (must be a legal entity recognized under federal income tax laws)

3. AFFILIATED EMPLOYERS/PARTICIPATING EMPLOYERS (Plan Sections 1.7 and 1.61). Is the Employer an Affiliated Employer (i.e., a member of a controlled group or an affiliated service group (within the meaning of Code §414(b), (c), (m) or (o)))?

- a. [] No
b. [] Yes, the Employer is a member of (select one or both of 1. - 2. AND select one of 3. - 4. below):
1. [] A controlled group
2. [] An affiliated service group

NOTE: All Affiliated Employers must adopt the Plan as Participating Employers (complete a participation agreement for each Participating Employer).

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 11.)

4. PLAN NAME:

5. PLAN STATUS

- a. [] New Plan
b. [] Amendment and restatement of existing Plan
PPA RESTATEMENT (leave blank if not applicable)
1. [] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. 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)

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Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (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. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.65) means, except as otherwise provided in d. below:

- a. the calendar year
- b. the twelve-month period ending on _____ (e.g., June 30th)
- c. other: _____ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

SHORT PLAN YEAR (Plan Section 1.76). Select below if there is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 15) (leave blank if not applicable):

d. beginning on _____ (enter month day, year; e.g., July 1, 2013) and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.86) means:

- a. every day that the Trustee (or Insurer), 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)
- b. the last day of each Plan Year
- c. the last day of each Plan Year half (semi-annual)
- d. the last day of each Plan Year quarter
- e. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. PLAN NUMBER assigned by the Employer

- a. 001
- b. 002
- c. Other: _____

10. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.44 and 1.84):

- a. **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:
 - (1) _____ (2) _____ (if more than 2, add names to signature page).
- b. **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____

- Address and telephone number
- 1. Use Employer address and telephone number
 - 2. Use address and telephone number below:

Address: _____

Street

City State Zip

Telephone: _____

c. Corporate Trustee(s) (add additional Trustees as necessary)

Name: _____

Address: _____

Street

City State Zip

Telephone: _____

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d. Directed Trustee exceptions (leave blank if no exceptions):
Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - 1. The corporate Trustee will serve as Directed Trustee over the following assets: _____
 - 2. The individual Trustee(s) will serve as Directed Trustee over the following assets: _____

Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)

- 3. over all Plan assets

- e. Discretionary Trustee exceptions (leave blank if no exceptions):
Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - 1. The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____
 - 2. The corporate Trustee will serve as Discretionary Trustee over the following assets: _____

Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)

- 3. over all Plan assets

NOTE: Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) or a separate agreement may be used to appoint a special Trustee for purposes of collecting delinquent contributions. If no such appointment is made, then except as provided in Plan Section 7.3(c), the Trustee will have such responsibility.

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

- f. No
- g. Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

11. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER:
(If none is named, the Employer will be the Administrator (Plan Section 1.5).)

- a. Employer (use Employer address and telephone number)
- b. Other:

Name: _____

Address: _____
Street

_____ City _____ State _____ Zip

Telephone: _____

12. CONTRIBUTION TYPES

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

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

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 - 1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - c. (optional), skip questions 13-19 and 23-27)
 - 2. All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - c.)

Effective date

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

CONTRIBUTIONS

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

- b. **Employer contributions** (includes "prevailing wage contributions") (Questions 25-26)
- c. **Rollover contributions** (Question 37)

ELIGIBILITY REQUIREMENTS

13. ELIGIBLE EMPLOYEES (Plan Section 1.28) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:
- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 14).
 - b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
 - 1. Union Employees (as defined in Plan Section 1.28)
 - 2. Nonresident aliens (as defined in Plan Section 1.28)

14. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a. **No age or service required** (skip to Question 15).
 - b. **Eligibility.** Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete age and service; complete c. and d. if applicable):

Age

- 1. No age requirement
- 2. Age requirement as follows:
 - a. Age 20 1/2
 - b. Age 21
 - c. Age _____ (may not exceed 21)

Service

- 3. No service requirement
- 4. Service requirement as follows:
 - a. _____ (not to exceed 12) months of service (elapsed time)
 - b. 1 Year of Service
 - c. 2 Years of Service
 - d. _____ (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ (not to exceed 1,000) Hours of Service are completed. If an Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
 - e. _____ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Employee does not complete the stated number of months, the Employee is subject to the 1 Year of Service requirement in 4.b. above.
 - f. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If b.2.c. or b.4.f. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and 2 Years of Service. If more than 1 Year of Service is required, 100% immediate vesting is required.

NOTE: If the service requirement is or includes a fractional year, then, except in a manner consistent with b.4.d., an Employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. If expressed in months of service, then an Employee will not be required to complete any specified number of Hours of Service in a particular month, unless selected in b.4.d. above. In both cases, the Plan must use the elapsed time method to determine service, except that the Hours of Service method will be used for the 1 Year of Service override (e.g., options b.4.d. and b.4.e.). In such case, select the Hours of Service method at Question 17.

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

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

- c. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (may let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)

Amendment or restatement to change eligibility requirements

- d. This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

15. **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 the:
- a. date requirements are met
 - b. first day of the month coinciding with or next following date requirements are met
 - c. first day of the Plan Year quarter coinciding with or next following date requirements are met
 - d. first day of the Plan Year or first day of 7th month of the Plan Year coinciding with or next following date requirements are met
 - e. first day of the Plan Year coinciding with or next following date requirements are met (eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less)
 - f. first day of the Plan Year in which requirements are met
 - g. first day of the Plan Year nearest date requirements are met
 - h. Other: _____ (must be definitely determinable and satisfy Note below)

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

SERVICE

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

Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
f. <input type="checkbox"/> Any entity the Employer acquires whether by asset or stock purchase, but only with respect to individuals who are employees of the acquired entity at the time of the acquisition.	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
Limitations			
g. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13 or credit all service with entities the Employer acquires after 12/31/12)	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

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

17. **SERVICE CREDITING METHOD (Plan Sections 1.62 and 1.88)**
- NOTE:** The provisions set forth in the definition of Year of Service in Plan Section 1.88 will apply, including the following defaults, except as otherwise elected below:
1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
 2. Hours of Service (Plan Section 1.43) will be based on actual Hours of Service.
 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.88 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
 4. For vesting and allocation purposes, the computation period will be the Plan Year.
 5. The one-year hold-out rule after a 1-Year Break in Service will not be used.

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- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. all purposes (skip to Question 18)
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions
- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. sharing in allocations or contributions

Such method will apply to:

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

Hours of Service will be determined on the basis of:

 - f. days worked (10 hours per day)
 - g. weeks worked (45 hours per week)
 - h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. months worked (190 hours per month)
 - j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees)
 4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. sharing in allocations or contributions

VESTING

18. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
- a. N/A (no Employer contributions (other than "prevailing wage contributions"); skip to Question 20)
 - b. The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, option m. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.

Vesting waiver

 1. Employees who were employed on _____ (enter date) and Participants as of such date are 100% Vested. For Participants who enter the Plan after such date, the vesting provisions selected below apply.

Vesting for Employer contributions

- c. 100% vesting. Participants are 100% Vested in Employer contributions upon entering Plan (required if eligibility requirement is greater than one (1) Year (or Period) of Service).
- d. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 - 5. Other - Must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

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

19. **VESTING OPTIONS**

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

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

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

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

RETIREMENT AGES

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

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

NOTE: A Participant's age specified above may not exceed 65 and may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but may be no less than age 55.

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

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

22. **EARLY RETIREMENT DATE** (Plan Section 1.23)

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

Early retirement requirements

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

COMPENSATION

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

Base definition

- a. Wages, tips and other compensation on Form W-2
- b. Code §3401(a) wages (wages for withholding purposes)
- c. 415 safe harbor compensation

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

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

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

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

- g. **No adjustments**
- h. **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. excluding Military Differential Pay

Military Differential Pay special effective date (leave blank if not applicable)

- i. If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: _____ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance compensation provisions in the following Question).

24. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

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

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

- a. The defaults listed above apply except for the following (select one or more):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
 - 4. Disability continuation payments will be **included** for:
 - a. Nonhighly Compensated Employees only
 - b. all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- b. The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

Plan Compensation (post-severance compensation adjustments)

- c. **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.18 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans
- d. **Exclude all post-severance compensation** (may violate the nondiscrimination requirements)
- e. **Post-severance adjustments.** The defaults listed at c. apply except for the following (select one or more):
 - 1. Regular pay will be **excluded** (may violate the nondiscrimination requirements)
 - 2. Leave cash-outs will be **excluded**
 - 3. Nonqualified unfunded deferred compensation will be **excluded**
 - 4. Military Differential Pay will be **included**
 - 5. Disability continuation payments will be **included** for:
 - a. Nonhighly Compensated Employees only
 - b. all Participants and the salary continuation will continue for the following fixed or determinable period: _____

NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 23 apply.

Post-severance compensation special effective date (leave blank if not applicable)

f. If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: _____

CONTRIBUTIONS AND ALLOCATIONS

25. FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION (Plan Section 4.1) (skip Questions 25 and 26 if employer contributions are NOT selected at Question 12.b.)

A. **Contribution Formula** (select all that apply EXCEPT, ONLY ONE OF a., b. or c. may be selected)

a. **NON-INTEGRATED CONTRIBUTION AND ALLOCATION**

1. _____% (not to exceed 25%) of each Participant's Compensation.
2. \$_____ per Participant.
3. \$_____ per Hour of Service worked while an Eligible Employee.

b. **INTEGRATED CONTRIBUTION** (complete 1. and 2.)

Subject to the "overall permitted disparity limits," the Employer will contribute an amount equal to:

1. _____% (base percentage) of each Participant's TOTAL Compensation, plus
2. _____% (excess contribution percentage (see Note below)) of such Compensation in excess of the following:

Integration level:

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

NOTE: The excess contribution percentage specified in 2. above may not exceed the lesser of the following limits and shall be adjusted each year as appropriate. However, in the case of any Participant who has exceeded the "cumulative permitted disparity limit," the Employer will contribute an amount equal to the base plus excess contribution percentages, multiplied by the Participant's total Compensation.

1. The base percentage specified in 1. above.
2. 5.7%.
3. 4.3% if b. or d. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
4. 5.4% if c. is selected or if b. or d. above is more than 80% of the Taxable Wage Base.

c. **NON-INTEGRATED CONTRIBUTION WITH AN INTEGRATED ALLOCATION**

_____% (not to exceed 25%) of the total Compensation of all Participants eligible to share in the allocations and such contribution shall be allocated in accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:

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

NOTE: The integration percentage of 5.7% shall be reduced to:

1. 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base.
2. 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.

d. **401(K) ADP TEST SAFE HARBOR CONTRIBUTIONS** (Plan Section 12.8)

NOTE: Any service or employment conditions selected in 26.b. below will not apply to the "ADP test safe harbor contribution."

1. The Employer will make a nonelective "ADP test safe harbor contribution" to the account of each "eligible Participant" in an amount equal to _____% (may not be less than 3%) of the Participant's Compensation.

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

2. Highly Compensated Employees (HCEs).
3. Employees who have not satisfied the greatest minimum age and service conditions permitted under Code §410(a) (i.e., age 21 and 1 Year of Service), with the following deemed effective date of participation:
 - a. the earlier of the first day of the first month or the first day of the seventh month of the Plan Year immediately following such conditions are satisfied.
 - b. the first day of the Plan Year in which the requirements are met
 - c. other: _____ (not later than the earlier of (a) 6 months after such requirements are satisfied, or (b) the first day of the first Plan Year after such requirements are satisfied)
4. Union Employees (as defined in Plan Section 1.28)

Standardized Money Purchase Plan

5. Other: _____ (must be an HCE or an Employee who can be excluded under the permissive or mandatory disaggregation rules of Regulations §§1.401(k)-1(b)(4) and 1.401(m)-1(b)(4); e.g., Employees who have not completed 6 months of service)

Special effective dates (may be left blank if no special effective dates need to be specified in this Plan)

6. **Safe harbor provisions.** The "ADP and ACP test safe harbor" provisions are effective for Plan Years beginning on and after: _____ (enter the first day of the Plan Year for which the provisions are effective and, if necessary, enter any other special effective dates that apply with respect to the provisions).

- e. **PREVAILING WAGE CONTRIBUTION.** The Employer will make a "prevailing wage contribution" on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar federal, state, or municipal prevailing wage statutes. The "prevailing wage contribution" will be an amount equal to the remaining balance of the prevailing wage defined bona-fide fringe benefit amount, based on the Participant's employment classification as designated on the appropriate prevailing wage determination, after the application of other prevailing wage defined bona-fide fringe payments. Specify the "prevailing wage contribution" by attaching an appendix to the Adoption Agreement that indicates the contribution rate(s) applicable to the prevailing wage employment/job classification(s). The "prevailing wage contribution" will not be subject to any age or service requirements set forth in Question 14, entry date provisions at Question 15, nor to any service or employment conditions set forth in Question 26 and will be 100% Vested.

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

1. **Offset.** The "prevailing wage contribution" made on behalf of a Participant for a Plan Year will reduce (offset) other Employer contributions allocated or contributed on behalf of such Participant for the Plan.
2. **Exclude Highly Compensated Employees.** Highly Compensated Employees will be excluded from receiving a "prevailing wage contribution."

26. **ALLOCATION CONDITIONS** (Plan Section 4.3). Requirements to share in allocations of Employer contributions and Forfeitures (select a. OR b. and all that apply of c. - e.)

NOTE: Participants who are actively employed on the last day of the Plan Year will share in allocations regardless of the service completed during such Plan Year.

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 27).
- b. **Allocation conditions apply**

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

1. A Participant must complete more than _____ (not to exceed 500) Hours of Service (or _____ (not to exceed 3) months of service if the elapsed time method is selected).

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

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

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

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

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply); skip to Question 28)
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

B. **Use of Forfeitures**

Forfeitures will be:

- d. added to the Employer contribution and allocated in the same manner
- e. used to reduce any Employer contribution (except as provided in the Note below)
- f. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-4 and that is not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional contributions only to former Plan X Participants)

NOTE: Effective for Plan Years beginning after the Plan Year in which this Plan document is adopted, Forfeitures may not be used to reduce Employer contributions which are required pursuant to the Code to be fully Vested when contributed to the Plan (such as QMACs, QNECs and "ADP test safe harbor contributions." The reallocation of Forfeitures could affect the Plan's top-heavy exemption (see Plan Section 12.8(f)).

28. ALLOCATION OF EARNINGS (Plan Section 4.3(c))
 Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:
- a. N/A. (all assets in the Plan are subject to Participant investment direction)
 - b. by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
 - c. by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
 - d. by using the method specified in Plan Section 4.3(c) (balance forward method)
 - e. other: _____ (must be a definite predetermined formula that is not based on Compensation, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-4, and that is applied uniformly to all Participants)
29. TOP-HEAVY MINIMUM ALLOCATION
 The minimum allocation requirements for any Top-Heavy Plan Year will be applied only to Non-Key Employee Participants unless selected below:
- a. The Top-Heavy minimum will be provided to both Key and Non-Key Employee Participants.

DISTRIBUTIONS

30. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
 Distributions under the Plan may be made in (select all that apply; leave blank if none apply)
- a. lump-sums
 - b. substantially equal installments
 - c. partial withdrawals, provided the minimum withdrawal is \$ _____ (leave blank if no minimum)
 - d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
 - 1. _____
 - e. other: _____ (must be definitely determinable and not subject to Employer discretion)
- NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution or a distribution from the Participant's Rollover Account.
- Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to:
- f. 100% of a Participant's interest in the Plan.
 - g. 50% of a Participant's interest in the Plan.
 - h. _____% (may not be less than 50%) of a Participant's interest in the Plan.

Cash or property. Distributions may be made in:

- i. cash only, except for (select all that apply; leave blank if none apply):
 - 1. insurance Contracts
 - 2. annuity Contracts
 - 3. Participant loans
 - 4. property in an open brokerage window or similar arrangement
- j. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 - 1. _____

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

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

- a. Distributions may be made as soon as administratively feasible following severance of employment.
- b. Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- e. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- f. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- g. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- h. Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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

- i. Same as above
- j. Distributions may be made as soon as administratively feasible following severance of employment.
- k. Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- l. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- m. Other: _____ (must be objective conditions which are ascertainable and are not subject to Employer discretion except as otherwise permitted in Regulation §1.411(d)-4 and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 31.g. and 31.i.):

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

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

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

- o. No, Participant consent is required for all distributions.
- p. Yes, Participant consent is required only if the distribution is over:
 - 1. \$5,000
 - 2. \$1,000
 - 3. \$_____ (less than \$1,000)

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

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

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

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

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

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

- F. **Mandatory distribution at Normal Retirement Age.** Regardless of the above elections other than any mandatory distributions provided for in p. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 6.8).
- r. A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

32. **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))
Distributions upon the death of a Participant prior to the "required beginning date" will:
- a. be made pursuant to the election of the Participant or "designated Beneficiary"
- b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

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

33. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)
- a. In-service distributions are NOT permitted.
- b. In-service distributions may be made to a Participant who has reached (select one):
1. Normal Retirement Age.
 2. age 62
 3. age _____ (may not be earlier than age 62)

AND, is there a special effective date? (leave blank if not applicable)

4. Special effective date. Effective as of _____ (leave blank if no special effective date; if this is a PPA restatement, enter the date such provision was implemented - such date may not be earlier than the first day of the Plan Year beginning in 2007).

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

5. all Accounts
6. only from the following Accounts (select one or more):
- a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - d. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

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

7. N/A (no additional limitations)
8. Additional limitations (select one or more):
- a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).

34. **HEART ACT PROVISIONS** (Plan Section 6.18)

Continued benefit accruals.

- a. Continued benefit accruals will NOT apply
- b. Continued benefit accruals will apply

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c. _____ (may not be earlier than the first day of the 2007 Plan Year)

NONDISCRIMINATION TESTING

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

MISCELLANEOUS

36. LOANS TO PARTICIPANTS (Plan Section 7.6)
 a. New loans are NOT permitted.
 b. New loans are permitted.
NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers of loans into this Plan.
37. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 12.c.)
Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
 a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 b. Participants who are Former Employees
Distributions. When may distributions be made from a Participant's Rollover Account?
 c. At any time
 d. Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

38. PRIOR VESTING SCHEDULE FOR EMPLOYER CONTRIBUTIONS. The vesting schedule for amounts attributable to Employer contributions made prior to Plan Years beginning after December 31, 2006, is (leave blank if not applicable):
 a. _____ (enter the vesting schedule that applied prior to the Plan Year beginning in 2007; such schedule must satisfy 5-year cliff or 7-year graded and, if applicable, must provide for a top-heavy minimum schedule)
39. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))
Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:
 a. RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
 b. RMDs continued unless otherwise elected by a Participant or Beneficiary.
 c. RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
 d. Other: _____
Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):
 e. "2009 RMDs" and "Extended 2009 RMDs."
 f. "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).
40. NON-SPOUSAL ROLLOVERS (Plan Section 6.15(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:
 a. Non-spousal rollovers are allowed effective _____ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

Standardized Money Purchase Plan

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

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for Key Employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §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 §§415 and 416. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code §§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.

This Adoption Agreement may be used only in conjunction with basic Plan document #10. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Defined Contribution Prototype Plan and Trust #10-004.

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.

FIS Business Systems 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 FIS 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 FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

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 this Plan:

EMPLOYER: [name of Employer]

By: _____ DATE SIGNED _____

TRUSTEE (OR INSURER):

[] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

[name of Trustee]

TRUSTEE OR INSURER DATE SIGNED _____

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

- A. Special effective dates/spin-offs/mergers (the following elections are optional; select any that apply):
a. [] Employer contributions. The Employer contribution provisions under Questions 25. and 26. are effective:
b. [] Distribution elections. The distribution elections under Questions (Choose 30. - 34. as applicable) are effective:
c. [] Other special effective date(s):
d. [] Spin-off. The Plan was a spin-off from the (enter name of plan), which was originally effective (enter effective date of original plan).
e. [] Merged plans. The following plan(s) are merged into this Plan (enter applicable information; attach addendum if more than 4 merged plans):

Table with 3 columns: Name of merged plan, Merger date, Original effective date of merged plan. Rows 1-4.

- B. Other permitted elections (the following elections are optional):
a. [] No other permitted elections
The following elections apply (select one or more):
b. [] Deemed 125 compensation (Plan Section 1.40). Deemed 125 compensation will be included in Compensation and 415 Compensation.
c. [] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select one or both):
d. [] The "one-year hold-out" rule described in Plan Section 3.5(e) will apply to (select one or both):
e. [] Normal form of annuity. Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be:
f. [] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used:
g. [] Common, collective or pooled trust funds (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are):
h. [] "Section 411(d)(6) protected benefits" (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan:
i. [] Limitation Year (Plan Section 1.50). The Limitation Year for Code §415 purposes will be
j. [] 415 Limits when 2 or more defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:

k. **Top-heavy duplications** (select one or more)

1. **Top-heavy duplications when 2 or more defined contribution plans are maintained** (Plan Section 4.3(f)). When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits:

- a. The full top-heavy minimum will be provided in each plan.
- b. A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation will be provided in the Money Purchase Plan (or other plan subject to Code §412).
- c. Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code §415: _____

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

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

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

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

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

- e. Interest Rate: _____
- Mortality Table: _____

f. The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

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

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

1. **Recognition of Service with other employers** (Plan Sections 1.62 and 1.88). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

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

Limitations

7. The following provisions or limitations apply with respect to the recognition of prior service: _____
 (e.g., credit service with X only on/following 1/1/13 or credit all service with entities the Employer acquires after 12/31/12)

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

Vesting schedule

e. The schedule that applies to Participants not subject to the vesting schedule in Question 18 is:

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

- n. **Top-heavy vesting schedule** (Plan Section 6.4(e)).
 Instead of any other vesting schedules set forth in the Plan, if this Plan becomes a Top-Heavy Plan, the following vesting schedule, based on number of Years of Service (or Periods of Service if the elapsed time method is selected) will apply:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 - 3. Other - Must be at least as liberal as either 1. or 2. above in each year without switching between the two schedules:

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

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

- o. **Leased Employees** (Plan Section 1.49)
 - 1. **Offset of contributions to leasing organization plan.** The Employer will reduce allocations to this Plan for any Leased Employee to the extent that the leasing organization contributes to or provides benefits under a leasing organization plan to or for the Leased Employee and which are attributable to the Leased Employee's services for the Employer.
 - 2. **Disregard one year requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year.

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

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

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

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

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

1. **One-year marriage rule.** For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
2. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following:

3. **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
4. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

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

s. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.83, Total and Permanent Disability means: _____ (must be definitely determinable).

t. **Other Trust provisions** (select any that apply)

1. **Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions pursuant to Plan Section 7.1(b):

Name: _____

Title

a. _____

Address and telephone number

b. Use Employer address and telephone number

c. Use address and telephone number below:

Address: _____
Street

_____ City _____ State _____ Zip

Telephone: _____

NOTE: The Trustee named above is hereby appointed as a Trustee for the Plan, and is referred to as the Special Trustee. The sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

ADMINISTRATIVE PROCEDURES

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

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

- a. Limitations (select one or more; leave blank if none apply):
1. Loans will be treated as Participant directed investments.
 2. Loans will only be made for hardship or financial necessity as defined below (select a. or b.)
 - a. hardship reasons specified in Plan Section 12.10
 - b. other: _____ (specify financial necessity)
 3. The minimum loan will be \$_____ (may not exceed \$1,000).
 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
 6. **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - d. Other: _____

AND, if loans are restricted to certain Accounts, the limitations of Code §72(p) and the adequate security requirement of the DOL Regulations will be applied:

- e. by determining the limits by only considering the restricted Accounts.
- f. by determining the limits taking into account a Participant's entire interest in the Plan.

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

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

B. Life insurance. (Plan Section 7.5)

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

Limitations

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

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

- a. No
- b. Yes

D. Directed investments (Plan Section 4.10)

- a. Participant directed investments are NOT permitted.
- b. Participant directed investments are permitted from the following Participant Accounts:
 1. all Accounts

2. only from the following Accounts (select one or more):
- a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - e. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

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

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

E. **Rollover limitations**. Will the Plan specify which sources of rollovers will be accepted? (skip if rollover contributions are NOT selected at 12.f.)

- a. No, Administrator determines in operation which sources will be accepted.
- b. Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

1. **Direct rollovers**. Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
- a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. a governmental plan described in Code §457(b) (eligible deferred compensation plan)

Direct rollovers of Participant loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. The Plan will accept a direct rollover of a Participant loan
- 1. only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization; leave blank if not applicable).

2. **Participant rollover contributions from other plans (i.e., not via a direct plan-to-plan transfer)**. The Plan will accept a contribution of an eligible rollover distribution (select one or more):

- a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b. a plan described in Code §403(a) (an annuity plan)
- c. a plan described in Code §403(b) (a tax-sheltered annuity)
- d. a governmental plan described in Code §457(b) (eligible deferred compensation plan)

3. **Participant rollover contributions from IRAs**: The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.