

**ADOPTION AGREEMENT FOR
FIS BUSINESS SYSTEMS LLC
NON-STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN
(COLLAPSIBLE)**

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

AND, will any of the Affiliated Employers adopt the Plan as Participating Employers?

- 3. Yes (Complete a participation agreement for each Participating Employer.)
- 4. No (The Plan could fail to satisfy the Code §410(b) coverage rules.)

MULTIPLE EMPLOYER PLAN (Plan Article XIV). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. No
- d. Yes (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 10.)

4. PLAN NAME:

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5. **PLAN STATUS**
- a. New Plan
 - b. Amendment and restatement of existing Plan
- CYCLE 3 RESTATEMENT** (leave blank if not applicable)
- 1. This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).
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 (cannot be earlier than the first day of the current Plan Year)
- 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 (hereinafter called the "Effective Date") is:
- b. _____ (enter month day, year; NOTE: May not be earlier than 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, 2020) 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** (3-digit number for Form 5500 reporting)
- a. 001
 - b. 002
 - c. Other: _____
10. **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. The Committee appointed by the Employer (use Employer address and telephone number)
 - c. Other:
- Name: _____
- Address: _____
- Street
- _____
- City State Zip
- Telephone: _____
11. **TYPE OF PLAN** (select one)
- b. **Profit Sharing Plan.**
 - c. **Money Purchase Pension Plan.**

12. CONTRIBUTION TYPES

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

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

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 - 1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions *are not* reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at m. – n. below (optional), skip questions 13-19 and 23-32)
 - 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 e. and/or f. below)

Effective date

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

CURRENT CONTRIBUTIONS

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

- e. **Employer Nonelective contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions and/or "prevailing wage contributions") (Questions 30-31)
- f. **Rollover contributions** (Question 43)

PRIOR CONTRIBUTIONS

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

- m. **Employer Nonelective contributions** (includes Employer Profit Sharing contributions, Money Purchase Pension Plan contributions)
- n. **Rollover contributions**

ELIGIBILITY REQUIREMENTS

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

- a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 14).
- b. **Exclusions.** The following Employees are not Eligible Employees for all contribution types (select one or more of e.-o. below):

Exclusions

- e. Union Employees (Plan Section 1.28(d))
- f. Nonresident aliens (Plan Section 1.28(e))
- g. Highly Compensated Employees (Plan Section 1.41)
- h. Leased Employees (Plan Section 1.49)
- i. Residents of Puerto Rico
- j. Interns (Plan Section 1.28(g))
- k. Part-time Employees (Plan Section 1.28(f)). A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period. See Note below.
- l. Temporary Employees (Plan Section 1.28(f)). A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. See Note below.
- m. Seasonal Employees (Plan Section 1.28(f)). A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. See Note below.
- n. Other: _____ (must (1) be definitely determinable and may not be based on age or length of service (except in a manner consistent with i., j., and k. above) or level of Compensation, (2) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder and, (3) if using the average benefits test to satisfy Code §410(b) coverage testing, must be a reasonable classification within the meaning of Regulation §1.410(b)-4(b))
- o. Other: _____ (must (1) specify contributions to which exclusions apply, (2) be definitely determinable and not based on age or length of service (except in a manner consistent with i., j., and k. above) or level of Compensation, (3) be nondiscriminatory under Code §401(a)(4) and the regulations thereunder, and, (4) if using the average benefits test to satisfy Code §410(b) coverage testing, be a reasonable classification within the meaning of Regulation §1.410(b)-4(b)).
- p. **Code §410(b)(6)(C) inclusion.** The Code §410(b)(6)(C) exclusion set forth in Plan Section 1.28 will not apply with respect to the following (such Employees must still satisfy any applicable eligibility conditions) (select one):

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- 1. All Employees.
- 2. Only the following Employees _____ (e.g., those who became Employees due to the acquisition of the assets of ABC Company)

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

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

- a. **No age and service required.** No age and service required for all contribution types (skip to Question 15).
- b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan for all contribution types upon satisfaction of the following (select one or more of e.-n. below):

Eligibility Conditions

- e. Age 20 1/2
- f. Age 21
- g. Age _____ (may not exceed 21)
- h. _____ (not to exceed 12) months of service (elapsed time)
- i. 1 Year of Service
- j. 2 Years of Service
- k. _____ (not to exceed 12) consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ (not to exceed 1,000) Hours of Service are completed. If an Eligible Employee does not complete the stated Hours of Service during the specified time period, the Employee is subject to the one (1) Year of Service requirement in i. above.
- l. _____ (not to exceed 12) consecutive months of employment from the Eligible Employee's employment commencement date. If an Eligible Employee does not complete the stated number of months, the Employee is subject to the one (1) Year of Service requirement in i. above.
- m. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)
- n. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply and satisfy the Notes below)

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

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

Requirements waived

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

- p. If employed on _____ the following requirements, and the entry date requirement, will be waived. (select a. and/or b. AND c. and/or d. if applicable):
 - a. service requirement (may let part-time Eligible Employees into the Plan)
 - b. age requirementThe waiver applies to any Eligible Employee unless c. selected below

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- c. waiver is for: _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition)
- Such Employees will enter the Plan as of the above date unless d. selected below
- d. _____ (specify a date)

Amendment or restatement to change eligibility requirements

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

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

- a. **Entry date.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for all contribution types as of the entry date selected below (select one of c.-k.)

Entry Date

- c. Date requirements met
- d. First day of the month coinciding with or next following date requirements met
- e. First day of the Plan Year quarter coinciding with or next following date requirements met
- f. First day of Plan Year or first day of 7th month of Plan Year coinciding with or next following date requirements met
- g. First day of Plan Year coinciding with or next following date requirements met
- h. First day of Plan Year in which requirements met
- i. First day of Plan Year nearest date requirements met
- j. Other: _____ (must be definitely determinable and satisfy Note below)
- k. Other: _____ (must specify contributions to which the conditions apply and must be definitely determinable and satisfy Note below)

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

SERVICE

16. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.62 and 1.88)**

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

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

Limitations

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

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

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

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

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.43) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.88 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. The one-year hold-out rule after a 1-Year Break in Service will not be used.

- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. all purposes (skip to Question 18)
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service.
2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distributions and contributions

Such method will apply to:

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

Hours of Service will be determined on the basis of:

- f. days worked (10 hours per day)
- g. weeks worked (45 hours per week)
- h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. months worked (190 hours per month)
- j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees)

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4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
- a. all purposes
 - b. the following purposes (select one or more):
 - 1. eligibility to participate
 - 2. vesting
 - 3. allocations, distributions and contributions
 - c. **Other service crediting provisions:** _____ (must be definitely determinable and nondiscriminatory; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service. NOTE: Must not list more than 1,000 hours in this Section.) This servicing credit provision will be used for:
 - a. All purposes
 - b. The following purposes (select one or more):
 - 1. eligibility to participate
 - 2. vesting
 - 3. allocations, distributions and contributions

VESTING

18. VESTING OF PARTICIPANT'S INTEREST (Plan Section 6.4(b))
- a. N/A (no Employer Nonelective contributions (other than "prevailing wage contributions") (skip to Question 20)
 - b. The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, option 1. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) can be used to specify any exceptions to the provisions below.

Vesting waiver. Employees who were employed on the date(s) indicated below and were Participants as of such date are 100% Vested. For Participants who enter the Plan after such date, the vesting provisions selected below apply (leave blank if no waiver applies):

- 1. The vesting waiver applies to all contributions if employed on _____ (enter date)

Vesting for Employer Nonelective Contributions

- c. 100% vesting. Participants are 100% Vested in Employer Nonelective 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 Nonelective Contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 - 5. Other - Must be at least as liberal as either 1. or 4. above in each year without switching between the two schedules:

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

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, if this Plan is a Money Purchase Pension Plan or includes transferred pension assets, a Participant's age may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but may be no less than age 55. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants work.
21. NORMAL RETIREMENT DATE (Plan Section 1.56) means, with respect to any Participant, the:
- a. date on which the Participant attains "NRA"
 - b. first day of the month coinciding with or next following the Participant's "NRA"
 - c. first day of the month nearest the Participant's "NRA"
 - d. Anniversary Date coinciding with or next following the Participant's "NRA"
 - e. Anniversary Date nearest the Participant's "NRA"
 - f. Other: _____ (e.g., first day of the month following the Participant's "NRA")
22. EARLY RETIREMENT DATE (Plan Section 1.23)
- a. N/A (no early retirement provision provided)
 - b. Early Retirement Date means the:
 - 1. date on which a Participant satisfies the early retirement requirements
 - 2. first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
- 4. Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes
 - b. at least _____ Years (or Periods) of Service for eligibility purposes

COMPENSATION

23. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.18 and 1.40).
- Base definition**
- a. Wages, tips and other compensation on Form W-2
 - b. Code §3401(a) wages (wages for withholding purposes)
 - c. 415 safe harbor compensation
- NOTE:** Plan Sections 1.18(d) and 1.40 provide that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.
- Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option h. under Section B of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)):
- d. the Plan Year
 - e. the Fiscal Year coinciding with or ending within the Plan Year
 - f. the calendar year coinciding with or ending within the Plan Year
- Adjustments to Compensation** (for Plan Section 1.18). Compensation will be adjusted by:
- g. **No adjustments.** No adjustments to Compensation for all contribution types (skip to Question 24).
 - h. **Adjustments.** The following Compensation adjustments apply (select one or more of k. - v. below):

Adjustments

- k. excluding salary reductions(401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
- l. excluding reimbursements or other expense, allowances, fringe benefits (cash or non-cash) (see IRS Publication 15-B), moving expenses, deferred compensation (other than deferrals specified in k. above) and welfare benefits.
- m. excluding Compensation paid during the "determination period" while not a Participant in the component of the Plan for which the definition applies.
- n. excluding Compensation paid during the "determination period" while not a Participant in *any* component of the Plan for which the definition applies.
- o. excluding Military Differential Pay
- p. excluding amounts in excess of \$ _____
 - a. limited to HCEs

The following adjustments will require annual nondiscrimination testing.

- q. excluding overtime
- r. excluding bonuses
- s. excluding commissions
- t. excluding Compensation paid by an Affiliated Employer that has not adopted this Plan
- u. other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a contribution source and Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay))

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

24. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

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

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

- a. The defaults listed above apply except for the following (select one or more):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Military Differential Pay will be **included**
 - 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: _____
 - 5. **Other:** _____ (must be definitely determinable and must also be nondiscriminatory in accordance with Code §401(a)(4) & the regulations thereunder).
- b. The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

Plan Compensation (post-severance compensation adjustments)

- c. **Defaults apply.** For all contribution types, Compensation will **include** (to the extent provided in Plan Section 1.18 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans (skip to Question 25).
- d. **Exclude all post-severance compensation.** Exclude all post-severance compensation for all contribution types (may violate the nondiscrimination requirements) (skip to Question 25).
- e. **Post-severance adjustments.** The defaults listed at c. apply except for the following (select one or more of i. - l. below):

Adjustments

- h. Exclude all post-severance compensation (may violate the nondiscrimination requirements)
- i. Regular pay will be **excluded** (may violate the nondiscrimination requirements)
- j. Leave cash-outs will be **excluded**
- k. Nonqualified unfunded deferred compensation will be **excluded**
- l. Disability continuation payments will be **included** for:
 - a. NHCEs only
 - b. all Participants and the salary continuation will continue for the following fixed

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

CONTRIBUTIONS AND ALLOCATIONS

25. – 29. RESERVED NOTE: Reserved sections within this Plan document exist merely for the efficiency of system programming and the Employer is prohibited from utilizing this section to add or modify any Plan language.

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

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

- a. **Discretionary.** Discretionary contribution, to be determined by the Employer. (may not be elected if this Plan is a Money Purchase Pension Plan)
1. **Discretionary based on business units or location.** The Employer may determine a separate discretionary contribution for Participants working in different business units or locations.
- b. **Fixed.** (select one or more)
1. **Fixed percentage.** Fixed contribution equal to _____% of Compensation of Participants eligible to share in allocations.
2. **Fixed dollar amount.** \$ _____ per Participant.
3. **Fixed dollar amount/hour.** \$ _____ per Hour of Service worked while an Eligible Employee.
4. **Collectively Bargained Employees.** Contributions will be made pursuant to the terms of a collective bargaining agreement related to the Employees of the Employer and enumerated in this Adoption Agreement.
5. **Fixed Integrated contribution.** Subject to the "overall permitted disparity limits," the Employer will contribute an amount equal to (complete a. and b.)
- a. _____% (base percentage) of each Participant's TOTAL Compensation, plus
- b. _____% (excess contribution percentage (see Note below)) of such Compensation in excess of the following:
- Integration level:** (select one)
- c. the Taxable Wage Base.
- d. _____% (not to exceed 100%) of the Taxable Wage Base. (see Note below)
- e. 80% of the Taxable Wage Base plus \$1.00.
- f. \$ _____ (not greater than the Taxable Wage Base). (see Note below)
- NOTE:** The excess contribution percentage specified in b. above may not exceed the lesser of the following limits and shall be adjusted each year as appropriate: (1) the base percentage specified in a. above; (2) 5.7%; (3) 4.3% if d. or f. above is more than 20% and less than or equal to 80% of Taxable Wage Base; (4) 5.4% if e. is selected or if d. or f. above is more than 80% of Taxable Wage Base. However, in the case of any Participant who has exceeded the "cumulative permitted disparity limit," the Employer will contribute an amount equal to the base plus excess contribution percentages, multiplied by the Participant's total Compensation.
6. **Non-safe harbor contribution and allocation** (annual nondiscrimination testing under Code §401(a)(4) will be required). The Employer will contribute an amount equal to _____% (base percentage) of each Participant's total Compensation, plus (complete a. and b.):
- a. _____% of such Compensation
- b. in excess of \$ _____.
7. **Other:** _____ (must be definitely determinable, nondiscriminatory, and not subject to Employer discretion)
- c. **Prevailing wage contribution.** The Employer will make a "prevailing wage contribution" on behalf of each Participant who performs services subject to the Service Contract Act, Davis-Bacon Act or similar federal, state, or municipal prevailing wage statutes. The "prevailing wage contribution" will be an amount equal to the remaining balance of the prevailing wage defined bona-fide fringe benefit amount, based on the Participant's employment classification as designated on the appropriate prevailing wage determination, after the application of other prevailing wage defined bona-fide fringe payments. Specify the "prevailing wage contribution" by attaching an appendix to the Adoption Agreement that indicates the contribution rate(s) applicable to the prevailing wage employment/job classification(s). The "prevailing wage contribution" will not be subject to any age or service requirements set forth in Question 14, nor entry date provisions at Question 15, nor to any service or employment conditions set forth in Question 31 and will be 100% Vested.

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

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

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4. **Discretionary.** The prevailing wage contribution is discretionary and the Employer may contribute on behalf of each Participant up to the amount set forth in the Appendix (may not be elected if this Plan is a Money Purchase Pension Plan).
- d. **Other:** _____ (the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.)
- B. **Contribution allocations.** The Employer Nonelective Contribution for a Plan Year will be allocated as follows (skip if the only selection above is c.) (select one or more):
- e. **INCORPORATION OF CONTRIBUTION FORMULA.** In accordance with the contribution formula specified above (may not be selected if a., d., or b.7 are the only selections above; if both a fixed and discretionary contribution are selected above, then this option e. applies to the fixed contribution).
- f. **NON-INTEGRATED ALLOCATION**
1. in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants
2. in the same dollar amount to all Participants (per capita)
3. in the same dollar amount per Hour of Service completed by each Participant
4. in the same proportion that each Participant's points bears to the total of such points of all Participants. A Participant's points with respect to any Plan Year will be computed as follows (select all that apply):
- a. _____ point(s) will be allocated for each Year of Service (or Period of Service).
However, the maximum Years (or Periods if elapsed time method is selected) of Service taken into account will not exceed:
1. _____ (leave blank if no limit on service applies).
Year of Service (or Period of Service if applicable), means:
2. service for eligibility purposes
3. service for vesting purposes
- b. _____ point(s) will be allocated for each full \$_____ (may not exceed \$200) of Compensation
- c. _____ point(s) will be allocated for each year of age as of the last day of the Plan Year
- g. **INTEGRATED (PERMITTED DISPARITY) ALLOCATION**
In accordance with Plan Section 4.3(b)(2) based on a Participant's Compensation in excess of:
1. the Taxable Wage Base
2. _____% (not to exceed 100%) of the Taxable Wage Base (see Note below)
3. 80% of the Taxable Wage Base plus \$1.00
4. \$_____ (not greater than the Taxable Wage Base) (see Note below)
- NOTE:** The integration percentage of 5.7% will be reduced to: (1) 4.3% if 2. or 4. above is more than 20% and less than or equal to 80% of the Taxable Wage Base; or (2) 5.4% if 3. is selected or if 2. or 4. above is more than 80% of the Taxable Wage Base.
- h. **NON-SAFE HARBOR ALLOCATION METHODS** (may not be elected if this Plan is a Money Purchase Pension Plan) The language of any formula created in this Section 30.B.h. must require the Employer to notify the Trustee in writing of the amount of the Employer contribution being given to each group.
1. **Grouping method.** Pursuant to Plan Section 4.3(b)(3)(vi), the classifications are (select a. or b.):
- a. Each Participant constitutes a separate classification.
- b. Participants will be divided into the following classifications with the allocation methods indicated under each classification.
- Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii). The design of the groups cannot be such that the only NHCEs benefiting under the Plan are those with the lowest amount of Compensation and/or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under Code §410(b).
- Classification A will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)
- Classification B will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)
- Classification C will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)
- Classification D will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)
- Additional classifications: _____ (specify the classifications and which

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of the above allocation methods (pro rata or per capita) will be used for each classification).

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

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

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

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

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

- a. 7.5% interest
- b. 8.0% interest
- c. 8.5% interest

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

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

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

a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 32).

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

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

1. **Required Service During the Plan Year:**

A Participant must complete at least _____ (not to exceed 1,000; if more than 500 is entered then the Plan could violate coverage requirements under Code §410(b)) Hours of Service if the actual hours/equivalency method is selected

A Participant must complete at least _____ (not to exceed 12; if more than 12 is entered then the Plan could violate coverage requirements under Code §410(b)) months of service if the elapsed time method is selected.

2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). (could cause the Plan to violate coverage requirements under Code §410(b))

3. Participants will NOT share in the allocations, regardless of service. (could cause the Plan to violate coverage requirements under Code §410(b))

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- 4. Participants will share in the allocations, regardless of service.
- 5. Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)) Allocation formulas that are not uniform may not be considered a design-based safe harbor under Code §401(a)(4). The exclusions entered into the blank/fill-in cannot result in the group of NHCEs participating under the plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under Code §410(b).

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

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

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

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

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

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

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

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

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

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

Forfeitures will be (select one):

- d. added to the Employer contribution and allocated in the same manner
- e. used to reduce any Employer contribution (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)

33. **TOP-HEAVY MINIMUM ALLOCATION**

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

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

DISTRIBUTIONS

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

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

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required

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minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):

1. Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 2. Other: _____ (e.g., partial withdrawals are not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. other: _____ (must be definitely determinable and not subject to Employer discretion)

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

Annuities. Annuities are permitted if selected below (select f. or g. if this is a Profit Sharing Plan; if this is a Money Purchase Pension Plan then g. below must be selected; if this Plan includes transferred pension assets, then f.1. or g. below must be selected.

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

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

1. **Pension assets.** Annuities are the normal form of distribution for assets that are transferred pension assets (Plan Section 6.13(a)).
2. **Annuity selected by Participant.** Plan Section 6.13(c) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will apply only if an annuity form of distribution is selected by a Participant.

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

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

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

The following limitations or provisions apply (choose a. and/or b. if applicable):

- a. _____ (must comply with the joint and survivor rules of Code §§401(a)(11) and 417)
- b. A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

Pre-Retirement Survivor Annuity

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

- h. 100% of a Participant's interest in the Plan.
- i. _____% (may not be less than 50%) of a Participant's interest in the Plan.

Cash or property. Distributions may be made in:

- j. cash only, except for (select all that apply; leave blank if none apply):
1. insurance Contracts
 2. annuity Contracts
 3. Participant loans
 4. all investments in an open brokerage window or similar arrangement
- k. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1. _____ (e.g., Employer Securities or real property may not be a source of available funds. Must be definitely determinable, properly valued at fair market value and not subject to Employer discretion.)

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

A. Accounts in excess of \$5,000

- a. Distributions may be made as soon as administratively feasible following severance of employment.
- b. Distributions may be made as soon as administratively feasible after the Participant has incurred _____ 1-Year Break(s) in Service (or Period(s) of Severance if the elapsed time method is selected).
- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- d. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident

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

B. Accounts of \$5,000 or less

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Hardship distributions are NOT permitted (skip to Question 38).
- b. Hardship distributions are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - d. Account attributable to Employer Nonelective contributions
 - e. Rollover Account (if not available at any time under Question 43)
 - f. Transfer Account (other than amounts attributable to a money purchase pension plan)
 - g. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

Additional limitations. The following limitations apply to hardship distributions:

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

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

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

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

- 6. Yes. The provisions of Plan Section 12.10 apply to all hardship distributions.
- 8. No. The provisions of Plan Section 6.12 apply to all hardship distributions.

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

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

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

- 5. A Participant must satisfy each condition

NOTE: Regardless of any elections above, for Money Purchase Pension Plans and a Transfer Account attributable to a Money Purchase Pension Plan, in-service distributions are not permitted prior to age 62.

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

- 6. all Accounts
- 7. only from the following Accounts (select one or more):
 - d. Account attributable to Employer Nonelective contributions
 - f. Rollover Account (if not available at any time under Question 43)

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- g. Transfer Account attributable to (select one or both; may only be selected with 401(k) or Profit Sharing Plans):
 - 1. non-pension assets
 - 2. pension assets (e.g., from a money purchase pension plan)
- h. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

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

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

39. [RESERVED] NOTE: Reserved sections within this Plan document exist merely for the efficiency of system programming and the Employer is prohibited from utilizing this section to add or modify any Plan language.

NONDISCRIMINATION TESTING

- 40. **HIGHLY COMPENSATED EMPLOYEE** (Plan Section 1.41)
Top-Paid Group election and calendar year data election are not used unless selected below (the selections made for the latest year will continue to apply to subsequent Plan Years unless the Plan is amended) (select all that apply; leave blank if none apply):
 - a. **Top-Paid Group election** will be used.
 - b. **Calendar year data election** will be used (only applicable to non-calendar year Plan Year).
- 41. [RESERVED] NOTE: Reserved sections within this Plan document exist merely for the efficiency of system programming and the Employer is prohibited from utilizing this section to add or modify any Plan language.

MISCELLANEOUS

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

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform and nondiscriminatory manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
- 43. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 12.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

 - a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

 - c. At any time
 - d. Only when the Participant is otherwise entitled to any distribution under the Plan
- 44. [RESERVED] NOTE: Reserved sections within this Plan document exist merely for the efficiency of system programming and the Employer is prohibited from utilizing this section to add or modify any Plan language.
- 45. **QUALIFIED RESERVIST DISTRIBUTIONS AND HEART ACT** (Plan Section 4.12) (select one or more)
 - a. **HEART Act Continued benefit accruals.** Continued benefit accruals will apply.
 - b. **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider’s IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. 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 and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

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(l)(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.

This Adoption Agreement may be used only in conjunction with basic plan document #01. This Adoption Agreement and the basic Plan document will together be known as _____ Defined Contribution Pre-Approved Plan #01-003.

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.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. [Note: The Effective Date may be retroactive or may be prospective.]

The Provider, _____ will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. 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 the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider’s intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider’s representative

Address: _____

Telephone Number: _____

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan. By signing this Adoption Agreement, the Employer also acknowledges having reviewed Appendix A to the Basic Plan Document (Options for Using the Collapsible Adoption Agreement) and certifies that all choices reflected in this Adoption Agreement have been taken from such Appendix. NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: [Name of Employer]

By: _____

DATE SIGNED

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

A. Special effective dates/spin-offs/mergers (the following elections are optional):

- b. **Employer Nonelective contributions.** The Employer Nonelective contribution provisions under Questions 30 and 31 are effective: _____.
- c. **Distribution elections.** The distribution elections under Questions _____ (Choose 34 - 38 as applicable) are effective: _____.
- d. **Other special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance)).
- e. **Spin-off.** The Plan was a spin-off from the _____ (enter name of plan), which was originally effective _____ (enter effective date of original plan). (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance)).
- f. **Merged plans.** The following plan(s) are merged into this Plan (enter applicable information; attach addendum if more than 4 merged plans) (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance). Limited to those provisions which have been the subject of a prior determination letter, opinion letter, or advisory letter):

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

B. Other permitted elections (the following elections are optional):

- a. **No other permitted elections**
The following elections apply (select one or more):
- b. **Deemed 125 compensation** (Plan Section 1.40). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will not apply for (select one or both):
 - 1. eligibility purposes
 - 2. vesting purposes
- d. **The "one-year hold-out" rule** described in Plan Section 3.5(e) will apply to (select one or both):
 - 1. determine eligibility
 - 2. determine vesting
- e. **Normal form of annuity.** If the Plan permits an annuity form of payment (e.g., if 34.f.1., f.2. or g. is selected), instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be:
 - 1. joint and 100% survivor annuity
 - 2. joint and 75% survivor annuity
 - 3. joint and 66 2/3% survivor annuity
- f. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- g. **"Section 411(d)(6) protected benefits"** (Plan Section 8.1(b)). The following are Code §411(d)(6) protected benefits that are preserved under this Plan: _____ (specify the protected benefits and the accrued benefits that are subject to the protected benefits). In addition, list additional information such as the source name and the former plan sponsor. The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance)

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- h. **Limitation Year** (Plan Section 1.50). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve-month period) instead of the "determination period" for Compensation.
- i. **415 Limits when 2 or more defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":
_____.
- j. **Top-heavy duplications** (select one or more)
1. **Top-heavy duplications when 2 or more defined contribution plans are maintained** (Plan Section 4.3(f)). When a Non-Key Employee is a Participant in this Plan and another defined contribution plan maintained by the Employer that is subject to the top-heavy rules then the top-heavy minimum benefits in this Plan are reduced in accordance with Plan Section 4.3(f) unless otherwise elected below (select one):
- a. The full top-heavy minimum will be provided in each plan.
- b. A minimum, non-integrated contribution of 3% of each Non-Key Employee's 415 Compensation will be provided in the Money Purchase Plan (or other plan subject to Code §412).
- c. Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees that will preclude Employer discretion and avoid inadvertent omissions, including any adjustments required under Code §415: _____.
- NOTE:** If b. or c. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.
2. **Top-heavy duplications when a defined benefit plan is maintained** (Plan Section 4.3(i)). When a Non-Key Employee is a Participant in this Plan for a Plan Year and also accrues a benefit for the same Plan Year in a defined benefit plan maintained by the Employer that is subject to the top-heavy rules, indicate which method will be utilized to avoid duplication of top-heavy minimum benefits: (select one of a. - d. AND complete e. or select f.)
- a. The full top-heavy minimum will be provided in each plan (if selected, Plan Section 4.3(i) will not apply).
- b. 5% defined contribution minimum
- c. 2% defined benefit minimum will be made in the _____ (enter the name of the other plan)
- d. Specify the method under which the plans will provide top-heavy minimum benefits for Non-Key Employees:
_____. (Must be nondiscriminatory, preclude Employer discretion, and avoid inadvertent omissions).
- NOTE:** If b., c., or d. is selected then (1) an Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §416, and (2), if the plans do not benefit the same Participants, the uniformity requirement of the Regulations under Code §401(a)(4) may be violated.
- AND**, the "present value" (Plan Section 9.2) for top-heavy purposes will be based on:
- e. Interest Rate: _____
- Mortality Table: _____
- f. The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.
- AND**, a Participant must be employed on the last day of the Plan Year in order to receive the top-heavy minimum (Plan Section 4.3(h)) unless elected below.
- g. A Participant is not required to be employed by the Employer on the last day of the Plan Year.
3. If the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Code §401(k)(12) and matching contributions with respect to which the requirements of Code §401(m)(11) apply), the Employer must specify the name of the other plan, the minimum benefit that will be provided under such other plan, and the Employees who will receive the minimum benefit under such other plan: _____.
- k. **Recognition of Service with other employers** (Plan Sections 1.62 and 1.88). Service with the following employers (in addition to those specified at Question 16) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):

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

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2. Employer name: _____ a. b. c.
3. Employer name: _____ a. b. c.
4. Employer name: _____ a. b. c.
5. Employer name: _____ a. b. c.
6. Employer name: _____ a. b. c.

Limitations

7. The following provisions or limitations apply with respect to the recognition of service: _____ a. b. c.
 (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. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable, non-discriminatory under Code §401(a)(4) and otherwise satisfy the parameters set forth in Questions 18 and 19 and Plan Section 6.4.; e.g., rather than the schedule specified at Question 18, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
2. **Pre-amendment vesting schedule.** (Plan Section 6.4). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 18 applies to any Participants, then the following provisions apply (must select one of a. - d. 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)

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

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

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

- n. **Leased Employees** (Plan Section 1.49)
1. **Offset of contributions to leasing organization plan.** The Employer will reduce allocations to this Plan for any Leased Employee to the extent that the leasing organization contributes to or provides benefits under a leasing organization plan to or for the Leased Employee and which are attributable to the Leased Employee's services for the Employer.
2. **Disregard one year requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year.
- o. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

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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 commencement 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 commencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the commencement of distributions, a new Annuity Starting Date is created.
 - b. A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- p. **Other spousal provisions** (select one or more)
 1. **One-year marriage rule.** For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.
 2. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____. (Note: This definition shall apply for all Plan purposes OTHER than those mandated by Code §401(a) such as the required minimum distribution provides and qualified joint and survivor annuity provisions. For example, the selected definition will apply to the determination of default beneficiary provisions.)
 3. **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 4. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- q. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 10.4(a), the Plan will be governed by the laws of: _____
- r. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.83, Total and Permanent Disability means: _____ (must be definitely determinable).
- s. **Inclusion of Reclassified Employees** (1.28(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- t. **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a money purchase pension plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 38)
Limitations. The following limitations apply to these in-service distributions:
 1. The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. N/A (no limitations)
 3. The following elections apply to in-service distributions at age 62 (select one or more):
 - a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- w. **Investment Fiduciary**
 1. Administrator (use Administrator address and telephone number)
 2. The Employer or a Committee appointed by the Employer (use Employer address and telephone number)

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EXHIBIT A
 ONLY APPLICABLE IF 30.h.2. IS SELECTED
 Age-Weighted Allocation Factors
 Assumption: UP84 mortality

Table I - Normal Retirement Age

Age	Interest Assumptions		
	7.5%	8.0%	8.5%
55	124.24	119.46	115.01
56	122.23	117.61	113.31
57	120.15	115.70	111.54
58	118.01	113.72	109.71
59	115.81	111.69	107.83
60	113.55	109.59	105.89
61	111.23	107.44	103.88
62	108.86	105.23	101.83
63	106.44	102.98	99.72
64	103.98	100.68	97.57
65	101.49	98.35	95.38
66	98.97	95.98	93.16
67	96.44	93.60	90.92
68	93.89	91.21	88.66
69	91.31	88.78	86.37
70	88.70	86.30	84.03
71	86.04	83.79	81.65
72	83.35	81.24	79.22
73	80.64	78.66	76.77
74	77.91	76.06	74.29
75	75.18	73.45	71.80
76	72.45	70.85	69.31
77	69.75	68.26	66.83
78	67.07	65.70	64.37
79	64.42	63.14	61.92
80	61.78	60.61	59.48

Table II - Number of Years prior to Normal Retirement Age

Years prior to NRA	Interest Assumptions		
	7.5%	8.0%	8.5%
45	0.038603	0.031328	0.025448
44	0.041498	0.033834	0.027612
43	0.044610	0.036541	0.029959
42	0.047956	0.039464	0.032505
41	0.051553	0.042621	0.035268
40	0.055419	0.046031	0.038266
39	0.059576	0.049713	0.041518
38	0.064044	0.053690	0.045047
37	0.068847	0.057986	0.048876
36	0.074011	0.062624	0.053031
35	0.079562	0.067634	0.057539
34	0.085529	0.073045	0.062429
33	0.091943	0.078889	0.067736
32	0.098839	0.085200	0.073493
31	0.106252	0.092016	0.079740
30	0.114221	0.099377	0.086518
29	0.122787	0.107327	0.093872
28	0.131997	0.115914	0.101851
27	0.141896	0.125187	0.110509
26	0.152538	0.135202	0.119902
25	0.163979	0.146018	0.130094
24	0.176277	0.157699	0.141152
23	0.189498	0.170315	0.153150
22	0.203710	0.183940	0.166167
21	0.218989	0.198656	0.180291
20	0.235413	0.214548	0.195616
19	0.253069	0.231712	0.212244
18	0.272049	0.250249	0.230284
17	0.292453	0.270269	0.249859
16	0.314387	0.291890	0.271097
15	0.337966	0.315242	0.294140
14	0.363313	0.340461	0.319142
13	0.390562	0.367698	0.346269
12	0.419854	0.397114	0.375702
11	0.451343	0.428883	0.407636
10	0.485194	0.463193	0.442285
9	0.521583	0.500249	0.479880
8	0.560702	0.540269	0.520669
7	0.602755	0.583490	0.564926
6	0.647961	0.630169	0.612945
5	0.696558	0.680583	0.665045
4	0.748800	0.735030	0.721574
3	0.804960	0.793832	0.782908
2	0.865333	0.857339	0.849455
1	0.930233	0.925926	0.921659
0	1.000000	1.000000	1.000000
past NRA	1.000000	1.000000	1.000000