

Cycle 4 Defined Contribution Pre-Approved Adoption Agreement

Attention:

The following document is the first draft of the FIS Cycle 4 defined contribution document which combines the PPD defined contribution document with the Corbel defined contribution document set. This creates a “best-of” defined contribution plan document, combining the flexibility of the PPD document set with the existing Corbel structure that most of our users have come to expect. This combined 401(k)/Profit Sharing/Money Purchase document is designed to have all of the options historically offered by either document, as well as all changes mandated by the Cumulative List and LRMs for Cycle 4. This rough draft of the combined defined contribution document will allow you to understand the look and feel of the new document. Please note that this draft will continue to change over time, so please disregard formatting inconsistencies (such as indents, tab sets, etc.) as we continue refine the documents during the rest of 2024. We value your opinion and feedback as we move toward the January 31, 2025, Cycle 4 Restatement submission deadline. To submit feedback, please feel free to create a ticket in the FIS Client Portal (<https://my.fisglobal.com>) for the Relius Document Consulting team.

**ADOPTION AGREEMENT FOR
FIS CAPITAL MARKETS LLC
NON-STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes a retirement plan (collectively "Plan") under the FIS Capital Markets LLC Defined Contribution Pre-Approved Plan (basic plan document #02). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Pre-Approved Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer (without altering the content of any existing printed text) may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed Options, all clarifications and caveats applicable to the printed Options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

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 Elections 1, 2, or 3.)

1 EMPLOYER'S NAME AND INFORMATION

Name: _____
Street Address: _____
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/Qualified Joint Venture (between spouses, Code §761(f))
- (f) ☐ Partnership (including limited liability)
- (g) ☐ Other: _____ (must be a legal entity recognized under federal income tax laws)

3 AFFILIATED EMPLOYERS. 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 under Code §414(b) or (c)
 - (2) ☐ An affiliated service group or other arrangement under Code §414(m) or (o)

AND, will any of the Affiliated Employers adopt the Plan as Participating Employers? (**NOTE:** if an Affiliated Employer does not adopt the Plan, the Plan could fail to satisfy the Code §410(b) coverage rules.)

- (3) ☐ Yes (Complete a participation agreement for each Participating Employer.)
- (4) ☐ No

4 OTHER PARTICIPATING EMPLOYERS/MEP. (Article 9) Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement? (If yes, complete a Participation Agreement for each Participating Employer)

- (a) ☐ No
- (b) ☐ Yes, it is a MEP which is not a PEP (Optional, select one of)
 - (1) ☐ PEO MEP: Enter name of PEO _____
 - (2) ☐ Association MEP: Enter name of association _____

- (3) ☐ Other MEP maintained by employers that all have a common interest other than having adopted the Plan.
- (4) ☐ Other MEP (such as an "open MEP")
- (c) ☐ Yes, it is a PEP (Pooled Employer Plan. *Complete Election 11(c)*)
- (d) If the plan is a MEP then the Lead Employer is a Participating Employer and Participating Employers in their Participation Agreement may not modify any Adoption Agreement elections which apply to them, except as provided below:
- (1) ☐ **Lead Employer will not participate. (Section 9.02(B)).** The Lead Employer is not a Participating Employer. The Employees of the Lead Employer, in their capacity as such, will be Excluded Employees.
- (2) ☐ **Participating Employer modifications. (Section 9.03).** A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (select one of a. or b.; choose c. if applicable):
- (A) ☐ **All.** May modify all elections.
- (B) ☐ **Specified elections.** May modify only the following elections: _____ (specify by election number).
- (C) ☐ **Restrictions.** May modify subject to the following additional restrictions: _____
(Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §412 or the regulations thereunder.)

[NOTE: If Option (2) above is not chosen, Participating Employers may not modify any Adoption Agreement elections. The Participation Agreement must be consistent with this Option. Any Participating Employer election in the Participation Agreement which is not permitted under this Option is of no force or effect and the applicable election in the Adoption Agreement applies.]

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Elections 10 or 11.)

5 PLAN NAME: _____

6 PLAN STATUS

- (a) ☐ New Plan (*Complete 7(a)*)
- (b) ☐ Amendment and restatement of existing Plan (*Complete 7(a) and 7(b)*)

CYCLE 4 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 2024-3 (i.e., the 6-year pre-approved plan restatement cycle).

7 EFFECTIVE DATE(S)

Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- (a) _____ (*enter month day, year*) (hereinafter called the "Effective Date" unless 7(b). is entered below. **NOTE:** If the Effective Date of deferrals in the Plan is a different date than what is provided in this Election, Election 7(c) must also be completed.)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement is:

- (b) _____ (*enter month day, year; this date cannot be earlier than the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws if the Plan is a Cycle 4 Restatement.*) (hereinafter called the "Effective Date") [NOTE: See Section 1.222 for the definition of Restated Plan. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

- (c) ☐ **Special Effective Date for Elective Deferral provisions:** _____ (*enter month day, year*) NOTE: The date chosen may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan and the Employer must operationally begin taking deferrals from Compensation as soon as administratively feasible thereafter. This date must be concurrent with or after the date entered in 7(a).

Mergers and spin-offs (*Choose if applicable*)

- (d) ☐ **Restatement of surviving and merging plans.** The Plan restates two (or more) plans (*Complete 7(a) and 7(b) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable. Additional merged plans, whether the merger occurs at or after the Restatement Effective Date, can be listed at Election 53(q) or in an attached addendum*):

- (1) **Merging plan.** The _____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

- (2) ☐ **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan (*Complete (A) and Optionally (B) or (C) if applicable.*):

Name of merging plan	Merger date	Restated effective date	Original effective date
(A) _____	_____	_____	_____

(B) _____
(C) _____

- (e) ☐ **Spun-off plan.** This Plan was spun-off from the _____ Plan as of: _____ That plan's original Effective Date was: _____.

8 PLAN YEAR/LIMITATION YEAR (1.89; 1.149)

8.1 **PLAN YEAR** 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).
(d) ☐ **Short Plan Year.** beginning on _____ (enter month day, year; e.g., July 1, 2026) and ending on _____ (enter month day, year). (Select if there is a Short Plan Year (Section 1.244). Leave blank if not applicable. If the Entry Date is based on the Plan Year, then coordinate with Election 17.)

8.2 **LIMITATION YEAR (1.149)** means (select one of (e), (f) or (g); choose (h) if applicable):

- (e) ☐ **Generally same as Plan Year.** The Limitation Year is the same as the Plan Year except where the Plan Year is a short year in which event the Limitation Year is always a 12-month period, unless the short Plan Year (and short Limitation Year) result from a Plan amendment.
(f) ☐ **Allocation determination period.** The "allocation determination period" described in Election 28 used to determine Compensation for purposes of allocations.
(g) ☐ **Different Limitation Year:** ending: _____.
(h) ☐ **Short Limitation Year :** commencing: _____ and ending: _____.

9 VALUATION DATE(S) (1.268) means the last day of the Plan Year and: (Skip if no additional Valuation Dates.)

- (a) ☐ **Daily Valuation.** Every day that the Trustee, any transfer agent appointed by the Trustee or the Employer, and any stock exchange used by such agent are open for business.
(b) ☐ **Semi-Annual.** The last day of the sixth month of each Plan Year.
(c) ☐ **Quarterly.** The last day of each Plan Year quarter
(d) ☐ **Other.** (specify day or days): _____ (Must be at least once each Plan Year. The Employer can specify different Valuation Dates for different Accounts.)

NOTE: The Plan always permits interim valuations. The Plan Administrator may establish additional Valuation Dates by policy. (Section 8.02(C)(5).)

10 PLAN NUMBER

- (a) ☐ 001
(b) ☐ 002
(c) ☐ Other: _____

11 PLAN ADMINISTRATOR INFORMATION (1.187) (If none is named, the Employer will be the Administrator.)

- (a) ☐ Employer (use Employer address and telephone number)
(b) ☐ The Committee appointed by the Employer (use Employer address and telephone number)
(c) ☐ The PPP (Pooled Plan Provider) (This election must be selected for a PEP; see Election 4(c))
(d) ☐ Other:

Complete for PPP or Other Plan Administrator ((c) or (d) above)

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____

12 TYPE OF PLAN

- (a) ☐ 401(k) Plan.
(1) ☐ Starter 401(k) Plan. (under Election 13.2, may only elect 13(b), 13(b)(1), and/or 13(f))
(b) ☐ Profit Sharing Plan. (under Election 13.2, may not elect 13(b) or 13(c))
(c) ☐ Money Purchase Pension Plan. (under Election 13.2, may not elect 13(b) or 13(c))

13 CONTRIBUTION TYPES.

13.1 FROZEN PLAN (3.02(J)) (If Plan is not frozen, Skip to 13.2)

(a) ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen). (choose (1) if applicable, then skip to 13.3. Do not select Elections 30 – 38, 40, or 52.)

(1) ☐ **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan. If the freeze is effective in the middle of a Plan Year, the prior contribution and allocation provisions of the Plan continue to apply until the effective date of the freeze.]

13.2 CURRENT CONTRIBUTION TYPES. The Plan permits the following Contribution Types: (Select one or more. The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.)

(b) ☐ **Elective Deferrals** (Election 30). Also select below if Roth Deferrals are permitted.

(1) ☐ Roth Deferrals (Section 1.228)

(c) ☐ **Safe Harbor Contributions** (Election 33) (Select (1) or (2).)

(1) ☐ **401(k) Safe Harbor Contributions** (other than QACA Safe Harbor Contributions) (Match, Nonelective)

(2) ☐ **QACA Safe Harbor Contributions** (Match, Nonelective; Election 31(b)(3))

(d) ☐ **Matching Contributions** (Election 34)

(e) ☐ **Nonelective Contributions** (includes Profit Sharing contributions, Money Purchase Pension Contributions and/or Prevailing Wage Contributions) (Election 35)

(f) ☐ **Rollover contributions** (Election 52)

(g) ☐ **After-tax voluntary Employee Contributions** (Election 37)

(h) ☐ **SIMPLE Contributions (3.06)** (may not be selected with Options (c), (d), or (e))

(i) ☐ **Deemed IRA Contributions (3.12)**

13.3 PRIOR CONTRIBUTION TYPES (Optional) The Plan used to permit, but currently or after the freeze described in Option (a) no longer does, the following Contribution Types: (Choose all that apply, if any. Can limit to Contribution Types for which there are still undistributed funds allocated to Participant accounts.)

(j) ☐ **Pre-tax Elective Deferrals**

(k) ☐ **Roth Deferrals**

(l) ☐ **401(k) Safe Harbor Contributions**

(m) ☐ **Matching Contributions**

(n) ☐ **Nonelective Contributions** (includes Profit Sharing contributions, Money Purchase Pension Contributions and/or Prevailing Wage Contributions)

(o) ☐ **Rollover contributions**

(p) ☐ **After-tax voluntary Employee Contributions**

(q) ☐ **SIMPLE Contributions**

(r) ☐ **Deemed IRA Contributions**

ELIGIBILITY REQUIREMENTS

14 ELIGIBLE EMPLOYEES. (1.91) The phrase “Eligible Employees” means all Employees (including Leased Employees) EXCEPT those Excluded Employees designated below or elsewhere in Section 1.111. Also see Election **Error! Reference source not found..1**.

(a) ☐ **No Excluded Employees.** There are no additional Excluded Employees under the Plan (skip to Election 15).

(b) ☐ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (select one or more of (e) – (l) below):

(c) ☐ **Exclusions - different exclusions apply.** The following Employees are Excluded Employees for the designated Contribution Types (select one or more of (d) – (l) below; also select column (1) OR all that apply of columns (2) – (4) for each exclusion selected at (d) – (k)):

NOTE: Unless otherwise specified in Option (l), Elective Deferrals include Roth Deferrals, after-tax voluntary Employee Contributions, and Rollover Contributions; Matching includes QMACs; and Nonelective includes QNECs. Safe Harbor Contributions (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the exclusions for Elective Deferrals except as provided in Election 33.

Exclusion	(1) All Contributions	(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(d) <input type="checkbox"/> No Exclusions	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Union Employees (Section 1.266)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Nonresident Aliens (Section 1.165)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> HCEs (Section 1.25)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Interns (Section 1.137)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Hourly-paid Employees	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Leased Employees (Section 1.145)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Other: _____	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Other: _____				

NOTE: If Option (k) or (l) is selected, the exclusion must (1) be definitely determinable and may not be based on age or length of service 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)). In Option (l) the Employer can specify

15 ELIGIBILITY CONDITIONS – GENERAL (1.88)

15.1 AGE AND SERVICE CONDITIONS

- (a) ☐ **Different eligibility conditions apply to some Employees.** Identify the Employees subject to different eligibility conditions and the conditions which apply to those Employees in Election 16. The balance of this election is limited to Employees other than those specified in Election 16.
- (b) ☐ **No age and service required.** No age and service required for all Contribution Types (*skip to Election 16*).
- (c) ☐ **Eligibility - same for all Contribution Types.** 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) – (p) below*):
- (d) ☐ **Eligibility - different conditions apply.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following either for all Contribution Types or to the designated Contribution Type (*select one or more of (d) – (p) below; also select column (1) OR all that apply of columns (2) – (4) for each condition selected at (d) – (o)*):

NOTE: Unless otherwise specified in at Option (p), Elective Deferrals include Roth Deferrals, after-tax voluntary Employee Contributions, and Rollover Contributions (unless otherwise selected at Election 52); Matching includes QMACs; and Nonelective includes QNECs. Safe Harbor Contributions (SH) (including those made pursuant to a QACA) are subject to the conditions for Elective Deferrals except as provided in Election 31. SIMPLE 401(k) contributions are subject to the conditions for Elective Deferrals. Under Section 10.07, the plan may use a 30-day month or other reasonable conventions.

Eligibility conditions

	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(d) <input type="checkbox"/> No age and service required	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Age 20½	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Age 21	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Age ____ (may not exceed 21 except for certain educational organizations (Section 2.01(A)(1)))	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> ____ (not to exceed 12) months of service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> 1 Year of Service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> 2 Years of Service (Note 1)	N/A	OR	N/A	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> ____ months (Notes 2 and 3)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> ____ months with at least ____ Hours of Service in each month (Notes 2 and 4)					
(1) <input type="checkbox"/> Consecutive. Months must be consecutive.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Not Consecutive. Months need not be consecutive.					
(m) <input type="checkbox"/> ____ Hours of Service within the ____ time Period following the Employee's Employment Commencement date. (Notes 2 and 4)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> The earlier of 1 Year of Service or ____ months (Note 3)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (Note 4)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(p) <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply.) (Note 4)					

NOTE 1: If (j) is selected, 100% vesting is required and the two Years of Service must be without an intervening Break in Service. Two Years of Service does not apply to Elective Deferrals, Safe Harbor Contributions, or SIMPLE Contributions.

NOTE 2: If (k) or (l) or (m) is selected, the period may not exceed 12 months for Elective Deferrals, Safe Harbor Contributions and SIMPLE Contributions and may not exceed 24 months for other contributions). If more than 12 months, 100% vesting is required.

NOTE 3: If (k) or (n) is selected, Service to satisfy the “months” requirement need not be continuous (no minimum Hours of Service required and is mere passage of time). The Plan need not apply the Elapsed Time Method in connection with this Option.

NOTE 4: If (l) or (m) is selected, if the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if elect more than 12 months) requirement.

NOTE 5: If (o) or (p) is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and for Elective Deferrals, 1 Year of Service; for Employer matching and/or Nonelective Contributions, may not exceed 2 Years of Service. If more than 1 Year of Service is required for Employer matching and/or Nonelective Contributions, 100% immediate vesting is required.

15.2 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):

Waiver	(1) All Contributions		(2) Elective Deferrals/SH		(3) Matching Contributions		(4) Nonelective Contributions
(q) <input type="checkbox"/> If employed on _____, the following Requirements, and the entry date requirement will be waived. (Select (1) and/or (2) AND (3) and/or (4) if applicable.							
(1) <input type="checkbox"/> Service requirement.							
(2) <input type="checkbox"/> Age requirement.							
(3) <input type="checkbox"/> Group. The waiver applies to any Eligible Employee unless (3) is selected. The waiver is for _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(4) <input type="checkbox"/> Date: Such Employees will enter the Plan as of the above date unless (4) is selected. Specify entry date: _____							
(r) <input type="checkbox"/> If employed on _____, the following Requirements, and the entry date requirement will be waived. (Select (1) and/or (2) AND (3) and/or (4) if applicable.							
(1) <input type="checkbox"/> Service requirement.							
(2) <input type="checkbox"/> Age requirement.							
(3) <input type="checkbox"/> Group. The waiver applies to any Eligible Employee unless (3) is selected. The waiver is for _____ (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(4) <input type="checkbox"/> Date: Such Employees will enter the Plan as of the above date unless (4) is selected. Specify entry date: _____							

15.3 AMENDMENT OR RESTATEMENT to change eligibility requirements

- (s) ☐ 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.

16 ELIGIBILITY CONDITIONS – SPECIAL (1.88) (Skip if Election 15(a) not selected)

16.1 AGE AND SERVICE CONDITIONS

- (a) ☐ **Employees to which Elections applies.** Identify the employees subject to the eligibility conditions specified in this Election. The balance of this Election applies only to such Employees. Other Employees are governed by Election 15.
- (1) ☐ **Part-time Employees**, whose regularly scheduled Service is less than _____ (specify a maximum of 1,000) Hours of Service in the relevant (Initial or Subsequent) Eligibility Computation Period.
- (2) ☐ **Seasonal Employees.**
- (3) ☐ **Temporary Employees.**
- (4) ☐ **Interns. (Section 1.137)**
- (5) ☐ **Other** (specify) _____. (Must be definitely determinable and not subject to Employer discretion.)
- (b) ☐ **No age and service required.** No age and service required for all Contribution Types (skip to Election 17).
- (c) ☐ **Eligibility - same for all Contribution Types.** 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) – (p) below):

- (d) ☐ **Eligibility - different conditions apply.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following either for all Contribution Types or to the designated Contribution Type (*select one or more of (d) – (p) below; also select column 1. OR all that apply of columns 2. - 4. for each condition selected at (d) – (o):*):

NOTE: Unless otherwise specified in at Option (p), Elective Deferrals include Roth Deferrals, after-tax voluntary Employee Contributions, and Rollover Contributions (unless otherwise selected at Election 52); Matching includes QMACs; and Nonelective includes QNECs. Safe Harbor Contributions (SH) (including those made pursuant to a QACA) are subject to the conditions for Elective Deferrals except as provided in Election 31. SIMPLE 401(k) contributions are subject to the conditions for Elective Deferrals. Under Section 10.07, the plan may use a 30-day month or other reasonable conventions.

Eligibility conditions

	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(d) <input type="checkbox"/> No age and service required	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Age 20½	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Age 21	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Age ____ (may not exceed 21 except for certain educational organizations (Section 2.01(A)(1))	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> ____ (not to exceed 12) months of service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> 1 Year of Service	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> 2 Years of Service (Note 1)	N/A	OR	N/A	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> ____ months (Notes 2 and 3)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> ____ months with at least ____ Hours of Service in each month (Notes 2 and 4)					
(1) <input type="checkbox"/> Consecutive. Months must be consecutive.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Not Consecutive. Months need not be consecutive.					
(m) <input type="checkbox"/> ____ Hours of Service within the ____ time Period following the Employee's Employment Commencement date. (Notes 2 and 4)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> The earlier of 1 Year of Service or ____ months (Note 3)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (Note 4)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(p) <input type="checkbox"/> Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must specify contributions to which conditions apply.) (Note 4)					

NOTE 1: If (j) is selected, 100% vesting is required and the two Years of Service must be without an intervening Break in Service. Two Years of Service does not apply to Elective Deferrals, Safe Harbor Contributions, or SIMPLE Contributions.

NOTE 2: If (k) or (l) or (m) is selected, the period may not exceed 12 months for Elective Deferrals, Safe Harbor Contributions and SIMPLE Contributions and may not exceed 24 months for other contributions). If more than 12 months, 100% vesting is required.

NOTE 3: If (k) or (n) is selected, Service to satisfy the "months" requirement need not be continuous (no minimum Hours of Service required and is mere passage of time). The Plan need not apply the Elapsed Time Method in connection with this Option.

NOTE 4: If (l) or (m) is selected, if the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if elect more than 12 months) requirement.

NOTE 5: If (o) or (p) is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 21 and for Elective Deferrals, 1 Year of Service; for Employer matching and/or Nonelective Contributions, may not exceed 2 Years of Service. If more than 1 Year of Service is required for Employer matching and/or Nonelective Contributions, 100% immediate vesting is required.

16.2 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):

Waiver

	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(q) <input type="checkbox"/> If employed on _____, the following Requirements, and the entry date requirement will be waived. (Select (1) and/or (2) AND (3) and/or (4) if applicable.					
(1) <input type="checkbox"/> Service requirement.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Age requirement.					
(3) <input type="checkbox"/> Group. The waiver applies to any Eligible Employee unless (3) is selected. The waiver is for _____ (e.g., Employees of a specific division					

or Employees covered by a Code §410(b)(6)(C) acquisition).

- (4) ☐ **Date:** Such Employees will enter the Plan as of the above date unless (4) is selected. Specify entry date: _____

- (r) ☐ If employed on _____, the following Requirements, and the entry date requirement will be waived. (Select (1) and/or (2) AND (3) and/or (4) if applicable.

(1) ☐ **Service requirement.**

(2) ☐ **Age requirement.**

(3) ☐ **Group.** The waiver applies to any Eligible Employee unless (3) is selected. The waiver is for _____ [] OR [] [] [] (e.g., Employees of a specific division or Employees covered by a Code §410(b)(6)(C) acquisition).

- (4) ☐ **Date:** Such Employees will enter the Plan as of the above date unless (4) is selected. Specify entry date: _____

16.3 AMENDMENT OR RESTATEMENT to change eligibility requirements

- (s) ☐ 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.

17 ENTRY DATE. (1.100)

17.1 SPECIFY ENTRY DATES

- (a) ☐ **Entry date same for all Contribution Types.** 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) – (i).*)
- (b) ☐ **Entry date – different dates apply.** An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan for the designated Contribution Type as of the entry dates selected below (*Select one or more of (c) – (i). below; also select all that apply of columns (1) – (4) for each entry date selected at (c) – (h).*)

NOTE: Option (g) below can only be selected when eligibility for Elective Deferral purposes is six months of service or less and age is 20 1/2 or less. Option (g) may be selected when for Employer Contributions if the minimum age is 20 1/2 or less and either the service requirement is (i) 6 months or less or (ii) 18 months or less with 100% vesting. Unless otherwise specified in this Section or any other Section, Elective Deferrals include Roth Deferrals, after-tax voluntary Employee contributions, and rollover contributions (unless otherwise selected at Question 43); Matching includes QMACs; and Nonelective includes QNECs. Safe Harbor Contributions" (SH) (including those made pursuant to a QACA) and SIMPLE 401(k) contributions are subject to the provisions for Elective Deferrals except as provided in Election 33.

Entry Dates

	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(c) <input type="checkbox"/> Immediate upon satisfying eligibility conditions	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> First day of each month	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> First day of each Plan Year quarter	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Semi-annual. First day of Plan Year or first day of 7 th month of Plan Year	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> First day of Plan Year	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> First day of payroll period	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Other: _____					(e.g., date on which 1,000

Hours of Service is completed within the computation period) (must specify contributions to which conditions apply.)

NOTE: Under Option (i), the Employer may describe Entry Dates from the elections available under Options (c) – (h), or a combination thereof as to a Participant group and/or Contribution Type or may elect additional Entry Dates (e.g., immediate as to Division A Employees and semi-annual as to Division B Employees OR the earlier of the Plan's semi-annual Entry Dates or the entry dates under the Employer's medical plan.)

17.2 PROSPECTIVE/RETROACTIVE ENTRY DATE. An Eligible Employee after satisfying the eligibility conditions will become a Participant on the Entry Date (if employed on that date):

Timing	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(j) <input type="checkbox"/> Immediately following or coincident with the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Immediately following the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Immediately preceding or coincident with the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Immediately preceding date the Employee completes the eligibility conditions.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> Nearest the date the Employee completes the eligibility conditions.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) <input type="checkbox"/> Other: _____ Under Option (o), the Employer may describe the timing of entry relative to an Entry Date from the elections available under Options (j) through (n), or a combination thereof as to a Participant group and/or Contribution Type (e.g., nearest as to Division A Employees and immediately following as to Division B Employees).]					

NOTE: An Eligible Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of Code §410(a); or (ii) 6 months after the date the Employee completes those requirements. For this Election, unless described otherwise in Option (i), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions (except Operational Matches and Operational QMACs) and Nonelective includes all Nonelective Contributions and Money Purchase Pension Plan Contributions, (except Operational QNECs).

18 RECOGNITION OF SERVICE WITH OTHER EMPLOYERS

- (a) ☐ **No service with other employers is recognized except as otherwise required by law.** 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 Election 19).*
- (b) ☐ **Service with designated employers is recognized** as follows *(Select (c) – (f) and one or more of columns (1) – (3) as appropriate; choose other Options as applicable. If more than 3 employers, attach an addendum to the Adoption Agreement or complete Option 54(d) in Appendix A):*

Other Employer	(1) Eligibility	(2) Vesting	(3) Contribution Allocation
(c) <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(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 acquisition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 or after 1/1/2023, or credit all service with entities the Employer acquires after 1/1/2024.)
- (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 or after 1/1/2026, or credit all service with entities the Employer acquires after 1/1/2024.)

19 SERVICE CREDITING METHODS AND OVERRIDES

NOTE: In determining Service, the provisions set forth Plan will apply, including the following defaults, except as otherwise elected below:

- The Hours of Service Method (**1.129(C)**) will be used for all purposes.
- A Year of Service (**1.273**) means completion of at least 1,000 Hours of Service during the applicable computation period.
- Hours of Service (**1.128**) will be based on the Actual Method of determining 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).
- For eligibility purposes, Subsequent Eligibility Computation Periods (**1.250**) will be based on the Plan Year.
- For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- The one-year hold-out rule (**2.03(D)**) after a 1-Year Break in Service will not be used.

(If these defaults are acceptable, skip to Election Error! Reference source not found.. Otherwise, select the applicable Options below.)

- (a) ☐ **Elapsed time method. (1.84)** Instead of the Hours of Service Method, the Elapsed Time Method will be used for:
- (1) ☐ all purposes (*skip to Election Error! Reference source not found.*)
 - (2) ☐ the following purposes (I):
 - (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, Subsequent Eligibility Computation Periods will be based on Anniversary Years.
 - (2) ☐ **Vesting Computation Period.** Instead of the Plan Year, the Vesting Computation Period will be based on Anniversary Years.
 - (3) ☐ **Equivalency method.** Instead of using actual Hours of Service, the Equivalency Method will be used to determine Hours of Service for: (complete (A) or (B); select one of (C), (D), or (E), and select one of (F) – (K))
 - (A) ☐ all purposes
 - (B) ☐ the following purposes (select one or more):
 - (i) ☐ eligibility to participate
 - (ii) ☐ vesting
 - (iii) ☐ allocations, distributions and contributions

AND 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)

AND Hours of Service will be determined on the basis of:

 - (F) ☐ days worked (10 hours per day)
 - (G) ☐ weeks worked (45 hours per week)
 - (H) ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - (I) ☐ months worked (190 hours per month)
 - (J) ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - (K) ☐ other: _____ (e.g., Option (F) is used for per-diem Employees and Option (G) is used for on-call Employees)
 - (4) ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - (A) ☐ all purposes
 - (B) ☐ the following purposes (select one or more):
 - (i) ☐ eligibility to participate
 - (ii) ☐ vesting
 - (iii) ☐ 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 500 Hours of Service but for eligibility to make Elective Deferrals and is otherwise 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:
- (1) ☐ All purposes
 - (2) ☐ The following purposes (*select one or more*):
 - (A) ☐ eligibility to participate
 - (B) ☐ vesting
 - (C) ☐ allocations, distributions and contributions
 - (3) ☐ The purpose(s) are specified in the description

20 ELIGIBILITY OVERRIDES

20.1 AUTOMATIC EXCLUSIONS. (*Optional. The Plan treats the following Employees as Excluded Employees by default. Select any that apply to designate them as Eligible Employees instead:*)

- (a) ☐ All Coverage Transition Employees (**1.49**) (unless limited below).
- (1) ☐ Only the following Coverage Transition Rule Employees: _____ (*e.g., those who became Employees as a result of the acquisition of the assets of ABC Company*)
- (b) ☐ Residents of Puerto Rico.
- (1) ☐ Only the following residents of Puerto Rico: _____. (*Must be definitely determinable.*)
- (c) ☐ All Leased Employees (**1.145**) (unless limited below)
- (1) ☐ Only the following Leased Employees: _____. (*Must be definitely determinable.*)
 - (2) ☐ Leased Employees are eligible only for the following Contribution Types: _____
 - (3) ☐ 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 its plan to or for the Leased Employee which are attributable to the Leased Employee's services for the Employer. The amount of the offset is as follows: _____.

NOTE: The election of an offset under this Election may require that the Employer aggregate its plan with the leasing organization's plan

for coverage and nondiscrimination testing.

- (d) ☐ **Reclassified Employees (1.216)** (other than Leased Employees). The following categories of Reclassified Employees are Eligible Employees with regard to the following Contribution Types: _____ (Must be definitely determinable.)

20.2 BREAK IN SERVICE RULES. (Optional. Select (e) and/or (f) if applicable.)

- (e) ☐ **One-year holdout. (Section 2.04(D)).** Apply the one-year holdout rule for eligibility for Employer Contributions.
- (f) ☐ **Rule of Parity. (Section 2.03(E)).** For purposes of Plan participation, the Plan does not apply the "rule of parity" under Code §410(a)(5)(D).

20.3 MILITARY SPOUSE. (Optional)

- (g) ☐ **Military Spouse. (Section 2.10).** The Military Spouse provisions of Section 2.10 apply effective as of _____.

21 LTPT EMPLOYEES. (1.150; 2.09) (If not a 401(k) plan, skip to Election 22)

NOTE: To determine the status of an Employee as an LTPT Employee, the following defaults will be used unless otherwise specified below:

1. Hours of Service (**Section 1.129**) will be based on the Actual Method of determining Hours of Service.
2. For eligibility purposes, Subsequent Eligibility Computation Periods (**Section 1.251**) will be based on Anniversary Years.
3. The Entry Date for LTPT Employees is the first day of the Plan Year or the first day of the 7th month of the Plan Year coinciding with or next following the date the Employee becomes an LTPT Employee.

- (a) ☐ **Limited Participation. (1.209(A))** An LTPT Employee, in addition to being eligible to defer, will also be treated as other Participants for purposes of (check any or all that apply):
- (1) ☐ Receiving an allocation of Safe Harbor contributions.
 - (2) ☐ Receiving an allocation of Matching Contributions.
 - (3) ☐ Receiving an allocation of Nonelective Contributions.
 - (4) ☐ Receiving a Top-Heavy Minimum Allocation.
 - (5) ☐ Making Employee Contributions.
 - (6) ☐ Making Rollover Contributions.
 - (7) ☐ Making Deemed IRA Contributions.
- (b) ☐ **Excluded provisions.** The following provisions which apply to other Participants do not apply to LTPT Employees (check any or all that do not apply to LTPT Employees):
- (1) ☐ The ability to make Roth Deferrals.
 - (2) ☐ Automatic Contribution Arrangement provisions of Election 31.
 - (3) ☐ Automatic Escalation provisions of Election 32.
 - (4) ☐ The ability to make Catch-Up Deferrals.
 - (5) ☐ The ability to make In-Plan Roth Rollovers.
- (c) ☐ **Entry Date. (1.100)** The following Entry Date(s) apply to LTPT Employees becoming eligible to make Elective Deferrals. The Entry Date immediately following the date the Employees become an LTPT Employee applies unless otherwise indicated in Option (5).
- (1) ☐ Immediate upon satisfying eligibility conditions
 - (2) ☐ First day of each month
 - (3) ☐ First day of each Plan Year quarter
 - (4) ☐ First day of Plan Year or first day of 7th month of Plan Year
 - (5) ☐ Describe: _____ (Specify an Option available in Election 17.)
- (d) ☐ **Service Crediting.** Status as an LTPT Employee will be determined based the following method (If applicable, select (1), (2), or (3) AND complete (4))
- (1) ☐ The Actual Method for hourly paid employees and the Equivalency Method (see (4)) for others.
 - (2) ☐ Use the Equivalency Method (see (4)) for all Employees
 - (3) ☐ Use the Equivalency Method (see (4)) for the following Employees: _____ (must be definitely determinable), and the Actual Method for all others.
 - (4) Hours of Service will be determined on the basis of:
 - (A) ☐ days worked (10 hours per day)
 - (B) ☐ weeks worked (45 hours per week)
 - (C) ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - (D) ☐ months worked (190 hours per month)
 - (E) ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - (F) ☐ other: _____ (e.g., Option (A) is used for per-diem Employees and Option (D) is used for on-call Employees)
- (e) ☐ **Computation Periods.** Subsequent Eligibility Computation Periods to determine status as an LTPT Employee will be based on the Plan Year.
- (f) ☐ **Additional provisions.** Describe additional provisions which apply to LTPT Employees: _____ (e.g., LTPT Employees cannot make a Roth election with regard to Employer Contributions. Must be definitely determinable)

VESTING; RETIREMENT AGES AND DATES

22 VESTING OF PARTICIPANT'S INTEREST

NOTE: A Participant has a 100% Vested interest at all times in his/her Accounts attributable to: (i) Elective Deferrals; (ii) Employee Contributions; (iii) QNECs; (iv) QMACs; (v) Safe Harbor Contributions (other than QACA Safe Harbor Contributions); (vi) SIMPLE Contributions; (vii) Rollover Contributions; (viii) Prevailing Wage Contributions; (ix) DEC's; and (x) Designated IRA Contributions. The following vesting schedule(s) apply to Regular Matching Contributions, to Additional Matching Contributions (irrespective of ACP testing status), to Nonelective Contributions (other than Prevailing Wage Contributions) and to QACA Safe Harbor Contributions.

22.1 VESTING APPLICABILITY (Select (a) or (b))

- (a) ☐ N/A (No Employer Contributions other than contributions described in the note above) (skip to Election 23)
- (b) ☐ The vesting provisions selected below apply to all Participants unless otherwise selected below. In addition, Options 23(n) and 23(o) can be used to specify any exceptions to the provisions below.

22.2 VESTING FOR NONELECTIVE CONTRIBUTIONS (Select (c), (d), or (e))

- (c) ☐ N/A (no Nonelective Contributions subject to a vesting schedule; skip to 22.3)
- (d) ☐ 100% vesting. Participants are 100% Vested in Nonelective Contributions upon entering Plan (required if eligibility requirement is greater than 1 Year of Service).
- (e) ☐ The following vesting schedule, based on a Participant's Years of Service, applies to 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
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

22.3 VESTING FOR MATCHING CONTRIBUTIONS (Select one of (f) – (i))

- (f) ☐ N/A (no Matching Contributions subject to a vesting schedule; skip to 22.4)
- (g) ☐ The schedule above (Option (d) or (e)) will also apply to Matching Contributions.
- (h) ☐ 100% vesting. Participants are 100% Vested in Matching Contributions upon entering Plan. (required if eligibility requirement is greater than 1 Year of Service)
- (i) ☐ The following vesting schedule, based on a Participant's Years of Service, applies to Matching 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
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

22.4 VESTING FOR QACA SAFE HARBOR CONTRIBUTIONS (Select (j), (k), or (l))

- (j) ☐ N/A (no QACA Safe Harbor Contributions; skip to 22.5)
- (k) ☐ 100% vesting. Participants are 100% Vested in QACA Safe Harbor Contributions upon entering Plan (skip to Election 23).
- (l) ☐ The following vesting schedule, based on a Participant's Years of Service, applies to the Participant's QACA Safe Harbor Contributions:
- (1) ☐ 100% after two years: 0-1 year-0%; 2 years-100%
- (2) ☐ Other - Must be at least as liberal as 1. above in each year:

Years (or Periods) of Service	Percentage
-------------------------------	------------

Less than 1	_____ %
1	_____ %
2	_____ 100%

22.5 WAIVER FOR CERTAIN EMPLOYEES (Optional)

- (m) ☐ 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) ☐ **For all contributions.** The vesting waiver applies to all contributions if employed on _____ (*enter date*)
- (2) ☐ **For designated contributions.** The vesting waiver applies to (*select one or more*):
- (A) ☐ Nonelective Contributions if employed on _____
- (B) ☐ Matching Contributions if employed on _____
- (C) ☐ QACA Safe Harbor Contributions if employed on _____

23 VESTING OPTIONS

23.1 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 Treas. Reg. §1.411(a)-5(b)(3)).
- (b) ☐ **Service prior to the computation period in which an Employee has attained age 18.**
- (c) ☐ **Additional Exclusions.** The following Years of Service: _____

NOTE: The Employer under Option (c) may describe vesting service exclusions provisions available in Code §411(a)(4) as to a: (i) Participant group (e.g., No exclusions apply to Division A Employees OR to Employees hired on/before "x" date. The age 18 exclusion applies to Division B Employees OR to Employees hired after "x" date.); or (ii) Contribution Type (e.g., No exclusions apply as to Discretionary Nonelective Contributions. The age 18 exclusion applies to Fixed Nonelective Contributions). Any exclusion must be nondiscriminatory.

23.2 ACCELERATED VESTING. (6.02) Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- (d) ☐ **Death**
- (e) ☐ **Total and Permanent Disability**
- (f) ☐ **Early Retirement Date**
- (g) ☐ **Describe:** _____ (The Employer under Option (g) may specify Contribution Types or Participant groups subject to accelerated vesting provisions, e.g., accelerated vesting on death will not apply to QACA Safe Harbor Contributions.

23.3 VESTING OVERRIDES. (Select any that apply)

- (h) ☐ **"Grossed-up" vesting formula (6.03(C)(2)).** The alternative vesting formula described in Section 6.03(C)(2) applies.
- (i) ☐ **Source of Cash-Out forfeiture restoration (6.04(B)(5)).** To restore a Participant's Account Balance as described in Section 6.04(B)(5), the Plan Administrator, to the extent necessary, will allocate from the following source(s) and in the following order (Specify, in order, one or more of the following: Forfeitures, Earnings, and/or Employer Contribution): _____
- (j) ☐ **Deemed Cash-Out of Zero% Vested Participant (6.04(C)).** The deemed cash-out rule of Section 6.04(C) does not apply to the Plan.
- (k) ☐ **Accounting for Cash-Out repayment; Contribution Type (6.04(D)(2)).** In lieu of the accounting described in Section 6.04(D)(2), the Plan Administrator will account for a Participant's Account Balance attributable to a Cash-Out repayment (select one of (1) or (2)):
- (1) ☐ **Nonelective rule.** Under the nonelective rule.
- (2) ☐ **Rollover rule.** Under the rollover rule.
- (l) ☐ **Rule of parity (6.06(A)).** The rule of parity in Section 6.06(A) does not apply for vesting.
- (m) ☐ **One-year hold-out rule (6.06(B)).** The one-year hold-out Break in Service rule in Section 6.06(B) applies for vesting.
- (n) ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable, non-discriminatory and otherwise satisfy the parameters set forth in Elections 22 and 23 and Article 6; e.g., rather than the schedule specified at Election 22, the 5-year graded schedule applies to amounts merged into the Plan from the XYZ Plan.)
- (o) ☐ **Pre-amendment vesting schedule.** If the vesting schedule has been amended and a different vesting schedule other than the schedule at Election 22 applies to any Participants, then such vesting schedule applies only to:
- (1) ☐ Participants who are Employees as of _____ (*enter date*).
- (2) ☐ Participants in the Plan who have an Hour of Service on or after _____ (*enter date*).
- (3) ☐ Participants (even if not an Employee) in the Plan on or after _____ (*enter date*).
- (4) ☐ Other: _____ (e.g., Participants in division A)

24 NORMAL RETIREMENT AGE. (1.167) A Participant attains Normal Retirement Age ("NRA") on:

- (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 not be 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.

25 **NORMAL RETIREMENT DATE. (1.167)** Normal Retirement Date means unless the Employer specifies a different date below. If no date is selected, then Normal Retirement Date means the date on which the Participant attains Normal Retirement Age (NRA).

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

26 **EARLY RETIREMENT DATE/AGE (1.80)**

- (a) ☐ N/A (no early retirement provision provided. *Skip to Election 27*)
- (b) ☐ Early Retirement Date means the date of which a Participant attains Early Retirement Age (*complete (c)*) unless the Employer specifies a different date below:
 - (1) ☐ the first day of the month coinciding with or next following the date on which a Participant attains Early Retirement Age.
 - (2) ☐ the last day of the Plan Year coinciding with or next following the date on which a Participant attains Early Retirement Age.
- (c) A Participant attains Early Retirement Age when the Participant attains age _____ and completes (leave blank if not applicable) at least _____ Years of Service. Years of Service will be as determined for vesting purposes unless otherwise specified below:
 - (1) ☐ Years of Service for eligibility purposes will be used to determine the Early Retirement Age.

COMPENSATION

27 **TOTAL COMPENSATION. (1.260)** The following definition of Total Compensation applies.

27.1 DEFINITION

[**NOTE:** For this Election all definitions include Elective Deferrals. See Election 28 for Compensation adjustments for purposes of allocations. If the Plan is a Multiple Employer Plan, see Section 9.07. Option (d) below may cause allocation Compensation to fail to be nondiscriminatory under Treas. Reg. §1.414(s)-1. Unless described otherwise in Option (d), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions.]

Total Compensation means:

Exclusion	(1) All Contributions		(2) Elective Deferrals/SH	(3) Matching Contributions	(4) Nonelective Contributions
(a) <input type="checkbox"/> W-2 wages (1.271)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Withholding Wages (1.272)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Current Income Compensation (1.52)					
(1) <input type="checkbox"/> Apply the alternative (inclusive) definition of Current Income Compensation (1.52(B))	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Other: _____					

[**NOTE:** Under Option (d), the Employer may: (i) elect Compensation from the elections available under Options (a), (b), or (c), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Division A Employees and Current Income Compensation in all other cases); and/or (ii) for 401(k) plans, define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note above (e.g., Compensation for Safe Harbor Matching Contributions means W-2 Wages and for Additional Matching Contributions means 415 Compensation), or apply specific elections for other purposes (e.g., W-2 Wages applies for purposes of the top-heavy requirements, Current Income Compensation applies to determine HCE status, and Withholding Wages applies for other purposes).]

27.2 COMPENSATION OVERRIDES (Select all that apply)

- (e) ☐ **Moving expenses (1.271).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- (f) ☐ **Deemed 125 Compensation (1.58).** Total Compensation includes Deemed 125 Compensation
- (g) ☐ **First few weeks rule (4.05(F)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).

- (h) ☐ **Inclusion of Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. (Select one):
- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.
- (2) ☐ **All Participants.** Apply to all disabled Participants. The Employer will make Employer Contributions for such disabled Participants for: (specify a fixed or determinable period).

28 COMPENSATION ADJUSTMENTS FOR ALLOCATIONS.

28.1 ALLOCATION COMPENSATION. (1.45) Compensation for purposes of allocations means Total Compensation (Election 27) with the following adjustments.

- (a) ☐ **No adjustments.** No adjustments to Compensation for all Contribution Types (skip to Election 29).
- (b) ☐ **Adjustments - same for all Contribution Types.** The following Compensation adjustments apply to all Contribution Types (*Select one or more of (e) – (o).*):
- (c) ☐ **Adjustments - different adjustments apply.** The following Compensation adjustments for the designated Contribution Type (*Select one or more of (d) – (o) below; also select column (1) OR all that apply of columns (2) – (5) for each adjustment selected at (d) – (o).*):

NOTE: Elective Deferrals include Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions, and Nonelective includes all Nonelective Contributions other than Safe Harbor Nonelective Contributions unless specified otherwise in Option (o). In a safe harbor 401(k) plan, allocations qualifying for the ADP or ACP Safe Harbors must be based on a nondiscriminatory definition of Compensation.

Exclusion

	(1) All Contrib.		(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective Contrib.	(5) Safe Harbor Nonelective
(d) <input type="checkbox"/> No exclusions	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Elective Deferrals	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Fringe Benefits as described in Treas. Reg. §1.414(s)-1(c)(3)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Differential Wage Payments	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Compensation exceeding \$ _____	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) <input type="checkbox"/> Limited to HCEs (<i>must be selected for Safe Harbor Contributions</i>)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The following exclusions require annual nondiscrimination testing

(i) <input type="checkbox"/> Overtime	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Bonus	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Commissions	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Compensation paid by an Affiliated Employer that is not a Participating Employer	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Severance compensation paid prior to severance (Severance compensation paid after severance is automatically excluded)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> Other _____	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) <input type="checkbox"/> Other _____	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[NOTE: Under Options (n) and (o), the Employer may: (i) describe Compensation from the elections available under Options (d) through (m), or a combination thereof as to a Participant group (e.g., No exclusions as to Division A Employees and exclude bonus as to Division B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Option (c); (iii) provide an effective date for an exclusion (e.g., Differential Wage Payments received prior to January 1, 2024 are excluded) and/or (iv) describe another exclusion (e.g., Exclude shift differential pay).]

28.2 ALLOCATION DETERMINATION PERIOD. (3.04(B)(4)) Compensation will be based on the following "allocation determination period." If no selection is made, the allocation determination period is the Plan Year.

- (p) ☐ the Plan Year
- (q) ☐ the Employer's fiscal year coinciding with or ending within the Plan Year
- (r) ☐ the calendar year coinciding with or ending within the Plan Year
- (s) ☐ describe the allocation determination period: _____

28.3 PRE-ENTRY COMPENSATION. In computing allocations for the Year a Participant enters the Plan or a component thereof, the Plan will take into account Compensation as determined below. **[NOTE:** For this purpose, unless described otherwise in Option (v), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Employee Contributions, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions other than Safe Harbor Nonelective Contributions.]

Pre-Entry Compensation

	(1) All Contrib.		(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective Contrib.	(5) Safe Harbor Nonelective
(t) <input type="checkbox"/> Plan Year Compensation	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (u) ☐ Participating Compensation. Participating Compensation refers to Compensation before the Participant entered any portion of the Plan unless otherwise specified below. ☐ OR ☐ ☐ ☐ ☐
- (1) ☐ Participating Compensation means Compensation before the Participant entered the portion of the Plan for which the definition applies
- (v) ☐ Describe Pre-Entry Compensation by Participant group or Contribution Type _____

[NOTE: Under Option (v), the Employer may: (i) elect Compensation from the elections available under Options (t) and (u) or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Division A Employees, Plan Year Compensation for all Contribution Types to Division B Employees); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation. Selection of Option (v) may require testing of the plan's compensation definition under Treas. Reg. §1.414(s)-1 for it to be used in nondiscrimination testing.]

29 POST-SEVERANCE COMPENSATION. (1.191)

29.1 POST-SEVERANCE ADJUSTMENTS TO TOTAL COMPENSATION.

NOTE: Unless otherwise elected under a. below, the following defaults apply: Total Compensation will **include** (to the extent provided in Section 1.191), 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) ☐ 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: _____
- (4) ☐ Other: _____ (must be definitely determinable and nondiscriminatory in accordance with Code §401(a)(4) and the regulations thereunder)

29.2 POST-SEVERANCE ADJUSTMENTS TO ALLOCATION COMPENSATION

- (b) ☐ **Defaults apply.** For all Contribution Types, Compensation will **include** (to the extent provided in Section 1.45 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 Election 30*).
- (c) ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for all Contribution Types (may violate the nondiscrimination requirements) (*skip to Election 30*).
- (d) ☐ **Post-severance adjustments - same for all Contribution Types.** The defaults listed at (b) apply except for the following for all Contribution Types (*select one or more of (g) – (l) below*):
- (e) ☐ **Post-severance adjustments - different adjustments apply.** The defaults listed at (b) apply except for the following for the designated Contribution Type (*select one or more of (f) – (l) below; also select column (1) OR all that apply of columns (2) – (5). for each adjustment selected at (f) – (l)*):

Post-Severance Compensation	(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective Contrib.	(5) Safe Harbor Nonelective
(f) <input type="checkbox"/> Defaults apply	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Exclude all post-severance compensation (may violate nondiscrimination requirements)	N/A	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Regular pay will be excluded (may violate nondiscrimination requirements)	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Leave cash-outs will be excluded	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Nonqualified unfunded deferred compensation will be excluded	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Disability continuation payments will be included for NHCEs only unless indicated below					
(1) <input type="checkbox"/> Disability continuation payments will be included for all Participants for the following fixed or determinable period: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Other: _____ (must be definitely determinable and nondiscriminatory)					

CONTRIBUTIONS AND ALLOCATIONS

30 ELECTIVE DEFERRALS (3.02) (If this is not a 401(k) plan, skip to Election 34. Roth Deferrals are permitted if selected at Election 13(b)(1))

30.1 ELECTIVE DEFERRAL LIMITS. The following limitations apply to Elective Deferrals under Election 13(b), which are in addition to those limitations imposed under the basic plan document (*select (a) OR select one or more of (b) and (c)*):

(a) ☐ **None.** No additional Plan imposed limits (*skip to (d)*).

[NOTE: The Employer may not impose a lower deferral limit applicable only to Catch-Up Eligible Participants and the Employer's elections must be nondiscriminatory. The elected limits apply to Pre-Tax Deferrals and to Roth Deferrals unless described otherwise. Under a safe harbor plan: (i) NHCEs must be able to defer enough to receive the maximum Safe Harbor Matching and Additional Matching Contribution under the Plan and must be permitted to defer any lesser amount; and (ii) the Employer may limit Elective Deferrals to a whole percentage of Compensation or to a whole dollar amount. See Section 3.02(A)(1) as to administrative limitations on Elective Deferrals.]

(b) ☐ **Additional Plan limit(s).** (*select one or more of (1) and (2)*):

(1) ☐ **Maximum deferral amount.** A Participant's Elective Deferrals may not exceed: _____ (*specify dollar amount and/or percentage of Compensation*).

(2) ☐ **Minimum deferral amount.** A Participant's Elective Deferrals may not be less than: _____ (*specify dollar amount (not greater than \$10,000) and/or percentage of Compensation (not greater than 10%)*). [NOTE: See 3.05(C)(2) for restrictions on minimum deferrals if the Plan is a safe harbor 401(k) plan.]

Application of limitations. The limitations in this Option (b) apply based on Elective Deferral Compensation described in Election 28. If the Employer elects Plan Year/Participating Compensation under column (1) and in Election 28 elects Participating Compensation, in the Plan Years commencing after an Employee becomes a Participant, apply the elected minimum or maximum limitations to the Plan Year. Apply the elected limitation based on such Compensation during the designated time period and only to HCEs as elected below. (*select (3) OR select one or more of (4) and (5); under each of (3) through (5), select one of (A) or (B); choose (C) if applicable*):

Application of Elective Deferral Limits

	(A) Plan Year/ Participating Compensation	(B) Payroll Period	(C) HCEs Only
(3) <input type="checkbox"/> Both. Both limits under Options (b)(1) and (b)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Maximum. The maximum amount under Option (b)(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> Minimum. The minimum amount under Option (b)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(c) ☐ **Describe** Elective Deferral limitation(s): _____

[NOTE: Under Option (c), the Employer may only: (i) describe limitations on Elective Deferrals from the elections available under Elections 28(a) and (b) or a combination thereof as to a Participant group (e.g., No limit applies to Division A Employees. Division B Employees may not defer in excess of 10% of Plan Year Compensation); (ii) elect a different time period to which the limitations apply; and/or (iii) apply a different limitation to Pre-Tax Deferrals and to Roth Deferrals.]

30.2 CODA APPLIES (*leave blank if not applicable*)

(d) ☐ The CODA provisions of Section 3.02(C) apply. For each Plan Year for which the Employer makes a designated CODA contribution under Section 3.02(C), a Participant may elect to receive directly in cash not more than the following portion (or, if less, the Elective Deferral Limit (see 4.10(A)(1)) of his/her proportionate share of that CODA contribution (*select one of (1) or (2)*):

(1) ☐ All or any portion.

(2) ☐ _____%

30.3 IRREGULAR PAY. If Option (e) is not selected, the Plan Administrator, by policy, can provide for separate deferral elections for irregular pay (e.g. bonus) and announce a limitation which will apply to deferrals of irregular pay.

(e) ☐ A Participant may make a separate election to defer with respect to irregular pay. [Select 1 and/or 2 if applicable]

(1) ☐ For purposes of the separate election, an NHCE Participant may elect to defer up to _____% of irregular pay.

(2) ☐ For purposes of the separate election, an HCE Participant may elect to defer up to _____% of irregular pay. [*Cannot exceed percentage, if any that applies to NHCEs.*]

30.4 CATCH-UP DEFERRALS. (Section 1.39). May eligible Participants make Catch-Up Deferrals?

(f) ☐ No

(g) ☐ Yes

(1) ☐ Additional catch-ups are allowed for Participants ages 60, 61, 62, and 63. (See Section 3.02(D)(1)(a).)

30.5 SIMPLE 401(k) (Applies only if this is a SIMPLE 401(k) Plan (Election 13(h); otherwise skip to Election 31.)

(h) ☐ The Plan permits the increased Elective Deferral limits described in Section 3.06(D)(4).

31 AUTOMATIC CONTRIBUTION ARRANGEMENT. (Section 3.02(B)) (*skip if not a 401(k) Plan*)

NOTE: If the Plan is subject to the mandatory automatic enrollment provisions of Code §414A, then select

- Option 31(b)

- Either Option 31(b)(2) or Options 31(b)(3) and 31(b)(3)(A)

- Either Option 31(f) or 31(g) [NOTE: Either will satisfy the requirements for a QACA]
- Either Option 31(p) or 31(q)

(The IRS has not reviewed this note and the Employer cannot rely on the Opinion Letter to demonstrate the Plan complies with Code §414A.)

31.1 AUTOMATIC DEFERRAL PROVISIONS. Will the Plan include Automatic Deferral provisions? [If the Plan is a Starter 401(k) Plan, select either (b)(1) or (b)(2)]

- (a) ☐ No (skip to Election 32)
- (b) ☐ Yes, this Plan includes (select one):
- ☐ **ACA. (3.02(B)(1))** A traditional Automatic Contribution Arrangement (not an Eligible Automatic Contribution Arrangement (EACA) or a Qualified Automatic Contribution Arrangement (QACA)).
 - ☐ **EACA. (3.02(B)(2))** An Eligible Automatic Contribution Arrangement (EACA) but not a Qualified Automatic Contribution Arrangement (QACA).
 - ☐ **QACA. (3.02(B)(3))** A Qualified Automatic Contribution Arrangement (QACA). (Must be selected if QACA safe harbor contributions is selected at Election 13(c)(2). Select one.):
 - ☐ A QACA that also satisfies the requirements of a EACA.
 - ☐ A QACA that does not satisfy the requirements of a EACA.

31.2 PARTICIPANTS SUBJECT TO THE AUTOMATIC DEFERRAL PROVISIONS. The Automatic Deferral provisions apply to Employees who become Participants on or after the Automatic Deferral Effective Date, except as otherwise provided herein. Starter 401(k) Plans must select Option (c).

- (c) ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- (d) ☐ **The following Participants** (select one of (1) through (5)):
- ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
 - ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
 - ☐ **Election of 0% or No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is greater than 0%.
 - ☐ **New Participants (not applicable to QACA).** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date or the following date:
 - ☐ **Other effective date:** _____ (Optional; specify a date other than the Automatic Deferral Effective Date):
 - ☐ **New hires (not applicable to QACA).** Each Employee whose Employment Commencement Date (or Reemployment Commencement Date) is on or following the Automatic Deferral Effective Date or the following date:
 - ☐ **Other effective date:** _____ (Optional; specify a date other than the Automatic Deferral Effective Date):
- (e) ☐ **Describe affected Participants** (not applicable to QACA): _____

NOTE: All Employees eligible to defer must be Covered Employees under an EACA to apply the 6-month correction period without excise tax under Code §4979.

31.3 AUTOMATIC DEFERRAL AMOUNT. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (select one):

- ☐ **10%.** 10% of Compensation for each payroll period.
- ☐ **Annual increase from 3% to at least 10%.** _____% (not less than 3 nor more than 10) for each payroll period increasing 1% of Compensation each year up to a maximum of _____% (not less than 10 nor more than 15) of Compensation.
- ☐ **Fixed percentage.** _____% of Compensation for each payroll period (If a QACA, must not be more than 10% and may not be less than 3% if escalation provisions used in 31.4 below or 6% if no escalation provisions are selected.)
- ☐ **Fixed dollar.** \$_____ for each payroll period (may not be selected if a QACA or EACA)
- ☐ **QACA statutory minimum schedule** (may select even if Plan is not a QACA). Unless a modified QACA statutory schedule is selected below, the Employer will withhold from a Participant's Compensation each payroll period the percentage of Compensation set forth in the following, which is based on the Plan Year of application to a Participant: 1-2 years-3%; 3 years-4%; 4 years-5%; 5 or more-6%.
- ☐ **Modified QACA Schedule.** The following modified QACA statutory schedule will apply (the limitations in the parentheses below apply only to QACAs):

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	_____% (not less than 3 and not more than 10)
2	_____% (not less than 3 and not more than 10)
3	_____% (not less than 4 and not more than 15)

4	% (not less than 5 and not more than 15)
5	% (not less than 6 and not more than 15)
6	% (not less than 6 and not more than 15)
7	% (not less than 6 and not more than 15)
8	% (not less than 6 and not more than 15)
9	% (not less than 6 and not more than 15)
10	% (not less than 6 and not more than 15)
11	% (not less than 6 and not more than 15)
12	% (not less than 6 and not more than 15)
13	% (not less than 6 and not more than 15)
14 and thereafter	% (not less than 6 and not more than 15)

- (l) ☐ **Other:** _____ (In order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in (j) above throughout the Plan Year, and (iii) must not exceed 10% of Compensation in the first two years or 15% thereafter.)

31.4 ESCALATION OF AUTOMATIC DEFERRAL AMOUNT

- (m) ☐ **None.** No escalation (or escalation is specified in Option 31(g) or 31(j)).
- (n) ☐ **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below: (May not be selected with Option (j) Select (1), (2), or (3) AND select (4) or (5).)
- (1) ☐ by _____% point(s) of Compensation (choose (A) below if applicable)
- (A) ☐ up to a maximum of _____% of Compensation
- (2) ☐ by \$_____ (may not be selected if an EACA or a QACA; choose (A) below if applicable)
- (A) ☐ up to a maximum of \$_____
- (3) ☐ **other:** _____ (In order to satisfy the QACA requirements (if applicable), an alternative Automatic Deferral amount schedule (i) must be uniform based on the number of years, or portions of years, since the beginning of the initial period for a Participant, (ii) must satisfy the minimum percentage requirement in (j) above throughout the Plan Year, and (iii) must not exceed 15% of Compensation.)

Change Date

- (4) ☐ N/A (entry at Election 31(n)(3) includes timing provision)
- (5) ☐ The escalation provision above will apply as of: (Select one of (A) – (E). Select (F) or (G) if applicable.)
- (A) ☐ each anniversary of the Participant's Employment or Reemployment Commencement Date
- (B) ☐ each anniversary of the Participant's Entry Date
- (C) ☐ the first day of each Plan Year
- (D) ☐ the first day of each calendar year
- (E) ☐ **other:** _____ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement)

First change date of application. Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- (F) ☐ **Second change date.** The escalation provision will apply as of the second change date period after the Participant first has contributions made pursuant to a default election.

- (G) ☐ **At least 6 months after.** The increase will apply as of the first Change Date thereafter which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.

31.5 EACA ELECTIONS (Skip if NOT a EACA. Select (o), (p), or (q). If not a QACA, select (r) or (s).)

Permissible withdrawals. Does the Plan permit Participant permissible withdrawals (as described in Section 1.184) within 90 days (or less) of first Automatic Deferral?

- (o) ☐ No
- (p) ☐ Yes, within 90 days of first Automatic Deferral
- (q) ☐ Yes, within: _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. Will Participants who are eligible to defer (even if they have made an Affirmative Election) continue to be covered by the EACA provisions (i.e., their Affirmative Election will remain intact but they must receive an annual notice)? (skip if a QACA)

- (r) ☐ Yes (If selected, then the annual notice must be provided to Participants)
- (s) ☐ No (If selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

31.6 OTHER AUTOMATIC DEFERRAL ELECTIONS

Type of Elective Deferral. The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below: (May only be selected if Roth Deferrals are selected at Election 13(b)(1).):

- (t) ☐ the Automatic Deferral is a Roth Elective Deferral

- (u) ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Deferrals)
 (v) ☐ **This Election is effective** as of _____ (Optional; can be used to specify special effective date for Election 31)

32 AUTOMATIC ESCALATION

32.1 AUTOMATIC ESCALATION OF AFFIRMATIVE ELECTIONS. Will the Plan automatically escalate Participants with an Affirmative Election?

- (a) ☐ No. (*skip to Election 33*)
 (b) ☐ Yes.

32.2 PARTICIPANTS AFFECTED. The Automatic Escalation provisions apply to the following Participants with Affirmative Elections (*select one of (c), (d), or (e)*):

- (c) ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect as of the effective date of these automatic deferral provisions to defer at least _____ % of Compensation.
 (d) ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of these provisions to defer at least _____ % of Compensation.
 (e) ☐ **Describe affected Participants:** _____ (*The group of Participants must be definitely determinable and if an EACA or a QACA must be uniform*)

[NOTE: The Employer in (e) may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Division A Employees. The group of Participants must be definitely determinable and nondiscriminatory under Code §401(a)(4) and Code §401(k)(3).]

32.3 AUTOMATIC INCREASES. Affirmative Elections of Participants covered by this Election will be increased as follows: (*Select (f) or (g).*)

- (f) ☐ **Same as Automatic Enrollment escalation.** The same escalation provisions selected in Election 31(g), 31(j), or 31(n) apply to Participants covered by this Election.
 (g) ☐ **Scheduled increases.** The Affirmative Election amount will increase as selected below: (*Select (1), (2), or (3) AND select (4) or (5).*):
 (1) ☐ by _____ % point(s) of Compensation (*choose (A) below if applicable*)
 (A) ☐ up to a maximum of _____ % of Compensation
 (2) ☐ by \$ _____ (*choose (A) below if applicable*)
 (A) ☐ up to a maximum of \$ _____
 (3) ☐ other: _____
Change Date (*select (4) or (5)*)
 (4) ☐ N/A (e.g., entry at 32(g)(3) includes timing provision)
 (5) ☐ The escalation provision above will apply as of: (*select one of (A) through (E); select (F) or (G) if applicable*)
 (A) ☐ each anniversary of the Participant's date of hire
 (B) ☐ each anniversary of the Participant's Entry Date
 (C) ☐ the first day of each Plan Year
 (D) ☐ the first day of each calendar year
 (E) ☐ other: _____

First Change Date. Unless selected below, the escalation provision above will apply as of the first Change Date specified above that begins after the period in which the Participant first has an Affirmative Election subject to these provisions.

(F) ☐ **Second change date.** The escalation provision will apply as of the second change date after the Participant first has an Affirmative Election subject to these provisions.

(G) ☐ **At least 6 months after.** The increase will apply as of the first Change Date thereafter which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.

32.4 OTHER AUTOMATIC ESCALATION PROVISIONS (*leave blank if none apply*)

Type of Elective Deferral. The Automatic Escalation will be the same, or proportionate, type of Elective Deferral (i.e., Pre-Tax Elective Deferral or Roth Elective Deferral) as elected by the Participant in the Affirmative Election unless selected below (may only be selected if Roth Deferrals are selected at 13(b)(1)):

- (h) ☐ the Automatic Escalation is a Roth Elective Deferral
 (i) ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Deferrals)
 (j) ☐ **This Election is effective** as of _____ (Optional; can be used to specify special effective date for Election 32)

33 ADP SAFE HARBOR PROVISIONS (3.05) (skip if Safe Harbor Contributions are NOT selected at Election 13(c))

33.1 ACP TEST SAFE HARBOR. For any Plan Year in which any type of Matching Contribution is made, will the ACP Safe Harbor provisions be used?

- (a) ☐ **No.** Only the ADP (and NOT the ACP) Safe Harbor provisions will be used, or the Plan does not provide Matching Contributions.
 (b) ☐ **Yes.** Both the ADP and ACP Safe Harbor provisions will be used for any Plan Year in which any type of Matching Contribution is

made. (If selected, complete the provisions of the Adoption Agreement relating to Matching Contributions (i.e., Election 34) that will apply, if any, in addition to any selections made in (c) below. Also, no allocation conditions may be imposed at Election 37 unless no HCEs are eligible to receive the Matching Contribution.)

33.2 SAFE HARBOR CONTRIBUTION. The Employer will make the following Safe Harbor contribution for the Plan Year:

NOTE: The ACP Safe Harbor is automatically satisfied if the only matching contribution made to the Plan is either, as described below, (1) a Basic Matching Contribution (traditional or QACA) or (2) an Enhanced Matching Contribution (traditional or QACA) that does not provide a match on Elective Deferrals in excess of 6% of Compensation.

(c) ☐ **Safe Harbor Matching Contribution** (select one of (1) – (3) **AND** one of (4) – (8)). The Employer will make ADP Safe Harbor Matching Contributions to the Account of each "SH Eligible Participant" as elected below.

(1) ☐ **Basic (Non-QACA) Matching Contribution.** A Matching Contribution equal to 100% of each Participant's Elective Deferrals not exceeding 3% of the Participant's Compensation, plus 50% of each Participant's Elective Deferrals in excess of 3% but not in excess of 5% of the Participant's Compensation. See Section 3.05(E)(4).

(2) ☐ **QACA Basic Matching Contribution.** A Matching Contribution equal to 100% of a Participant's Elective Deferrals not exceeding 1% of Participant's Compensation, plus 50% of the Participant's Elective Deferrals in excess of 1% of the Participant's Compensation but not in excess of 6% of the Participant's Compensation. [NOTE: This election is available only if the Employer has elected the QACA automatic deferrals provisions under Elections 13(c)(2) and 31(b)(3).]

(3) ☐ **Enhanced Matching Contribution (including QACA).** (1.99; 3.05(E)(6)). (Select one of (a) or (b).):

(A) ☐ **Uniform percentage.** A Matching Contribution equal to _____% of each Participant's Elective Deferrals but not as to Elective Deferrals exceeding _____% of the Participant's Compensation.

(B) ☐ **Tiered formula.** A Matching Contribution equal to the specified matching rate for the corresponding level of each Participant's Elective Deferral percentage. A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals divided by the Participant's Compensation.

Elective Deferral Percentage	Matching Rate
_____%	_____%
_____%	_____%
_____%	_____%

[NOTE: The matching rate may not increase as the Elective Deferral percentage increases and the Enhanced Matching formula otherwise must satisfy the requirements of Code §§401(k)(12)(B)(ii) and (iii) (taking into account Code §401(k)(13)(D)(ii) in the case of a QACA). If the Employer elects to satisfy the ACP safe harbor under Election 33(b), the Employer also must limit Elective Deferrals taken into account for the Enhanced Matching Contribution to a maximum of 6% of Plan Year Compensation.]

Calculation period. The Safe Harbor Matching Contribution above will be applied on the following basis (and Elective Deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

- (4) ☐ the Plan Year (potential annual true-up required)
 (5) ☐ each payroll period (no true-up)
 (6) ☐ all payroll periods ending within each month (potential monthly true-up contribution required)
 (7) ☐ all payroll periods ending within each Plan Year quarter (potential quarterly true-up required)
 (8) ☐ Other (Specify uniform, nondiscretionary time period): _____

(d) ☐ **Safe Harbor Nonelective Contributions** (select one)

(1) ☐ **3% contribution.** The Employer will make a Safe Harbor Nonelective Contribution for the Plan Year to the Account of each "SH Eligible Participant" in an amount equal to 3% of the Participant's Compensation.

(2) ☐ **Stated contribution.** The Employer will make a Safe Harbor Nonelective Contribution to the Account of each "SH Eligible Participant" in an amount equal to _____% (may not be less than 3%) of the Participant's Compensation.

(3) ☐ **Safe Harbor Nonelective Contribution delayed year-by-year election** (maybe and supplemental notices). In connection with the Employer's provision of the maybe notice under Section 3.05(I)(1), the Employer elects into safe harbor status by giving the supplemental notice and by making this Election 30(b) to provide for a Safe Harbor Nonelective Contribution equal to _____% (specify amount at least equal to 3%) of each "eligible Participant's" Compensation. This Election 33(d)(3) and ADP Safe Harbor status applies for the Plan Year ending: _____ (specify Plan Year end), which is the Plan Year to which the Employer's maybe and supplemental notices apply. This election is valid only if Option (b) is selected. [NOTE: An Employer distributing the maybe notice can select this Option without completing the year. Doing so requires the Plan to perform Current Year Testing unless the Employer decides to elect safe harbor status. Also see Election 50(c) If the Employer wishes to elect safe harbor status for a single year, the Employer must amend the Plan to enter the Plan Year end above.]

(4) ☐ **Retroactive election of Safe Harbor.** Use this election to use the retroactive amendment provision of Section 3.05(I)(7). The Employer will make a Safe Harbor Nonelective Contribution for the Plan Year ending _____ (specify Plan Year end) to the Account of each "SH Eligible Participant" in an amount equal to _____% of the Participant's Compensation. [If this election is adopted at least 31 days before the last day of such Plan Year, the percentage must be at least 3%. Otherwise, the percentage must be at least 4%. The

ADP test will apply to subsequent Plan Years unless (A) is selected below.]

(A) ☐ For years following such Plan Year, the Employer will make a Safe Harbor Nonelective Contribution for the Plan Year to the Account of each "SH Eligible Participant in an amount equal to ____% (may not be less than 3%) of the Participant's Compensation

(e) ☐ **Safe Harbor Contribution to another Plan.** The Employer will make the ADP Safe Harbor Contribution to another Defined Contribution Plan maintained by the Employer (specify the name of the other plan):
_____.

33.3 SH ELIGIBLE PARTICIPANTS. For purposes of the ADP Safe Harbor, the term "SH Eligible Participant" means any Participant who is eligible to make Elective Deferrals, (other than LTPT Employees (see Election 21(a)(1))) unless otherwise excluded below (*leave blank if no exclusions*):

(f) ☐ **Safe Harbor Contribution Exclusions** (select one or more):

(1) ☐ **Some or all HCEs.** (*Select (A), (B), or (C) below.*) The Employer may, however, make a discretionary Safe Harbor Contribution for any or all otherwise excluded HCEs in a percentage that does not exceed the amount (or in the case of a Safe Harbor Matching Contribution, the rate) provided to the NHCEs pursuant to Section 3.05(E)(9)(a).

(A) ☐ All HCEs are excluded.

(B) ☐ All HCEs are excluded other than the following: _____

(C) ☐ The following HCEs are excluded: _____
(*Options (B) and (C) must designate one or more HCEs by name or description. Must be definitely determinable.*)

(2) ☐ Employees who have not satisfied the greatest minimum age and service conditions permitted under Code §410(a) (*i.e., age 21 and 1 Year of Service*) as described more fully in Section 3.05(D), (***if selected, the top-heavy exemption in Section 5.04 will not apply***)

(A) ☐ This exclusion is limited to the following Employees: _____
(*e.g., Employees who have not completed 6 months of Service*)

(3) ☐ Union Employees (**1.266**)

(4) ☐ Other: _____ (*must definitely determinable and must be an Employee who can be excluded under the permissive or mandatory disaggregation rules of Treas. Reg. §§1.401(k)-1(b)(4) and 1.401(m)-1(b)(4)*)

33.4 ELECTIVE DEFERRALS CONSIDERED FOR MATCHING CONTRIBUTION. If a matching contribution is selected above, then the Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

(g) ☐ The Plan will include a Participant's Elective Deferrals that are made prior to the date the Matching Contribution component of the Plan is effective with respect to such Participant.

33.5 MULTIPLE SAFE HARBOR CONTRIBUTIONS IN DISAGGREGATED PLAN (*Choose (h) if applicable*)

(h) ☐ The Employer elects to make different Safe Harbor Contributions to disaggregated parts of its Plan under Treas. Reg. §1.401(k)-1(b)(4) as follows: _____

[NOTE: The Employer in Option (h) may specify any available Safe Harbor Contribution and may specify different formulas for different groups of Participants Allocation formulas, such as a fixed match based on years of service, which permit an HCE in a disaggregated plan to receive a higher rate of match than any NHCE in that plan at the same level of elective deferrals will not satisfy Treas. Reg. §1.401(m)-3(d)(4) and will not qualify for the ACP Safe Harbor. The Group Allocation Limitations of Section 3.14 apply to allocations under this Option.]

34 MATCHING CONTRIBUTIONS (**3.03**) (*Skip if Matching Contributions are NOT selected at Election 13(d)*)

If the ACP Safe Harbor provisions are being used (*i.e., Election 33(b) is selected*), then in determining the amount and allocation of Matching Contributions:

- The Plan will only take into account Elective Deferrals up to 6% of Compensation (or any lower limit set forth below);
- The maximum Discretionary Matching Contribution that may be made on behalf of any Participant is 4% of Compensation (or any lower limit set forth below);
- No allocation conditions can apply to any Matching Contribution with regard to an NHCE;
- The rate of Matching Contributions may not increase as the rate of Elective Deferrals increases; and
- No HCE may not receive a rate of match greater than any NHCE.

The Matching Contributions under Election 13(d) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.07 except as otherwise provided. (*Choose one or more of (a) through (h); then, for the elected match in (b) through (f), complete (1), and choose one or more of (2) and (3) as applicable.*):

34.1 MATCHING CONTRIBUTION FORMULA

Formula

(1) Match Rate/Amt [%/ of Elective Deferrals	(2) Limit on Deferrals Matched [%/ of Compensation}	(3) Limit on Match Amount [%/ of Compensation]
--	---	--

(a) ☐ **Discretionary (Section 1.74).** *The Employer may, but is not required to, complete (a)(1) – (a)(3).*

(b) ☐ **Fixed – uniform rate/amount**

(c) ☐ **Fixed – Tiered**

	Elective Deferral %	Matching Rate
(e.g., up to 3)	_____	_____%
(e.g., more than 3 up to 5)	_____	_____%
	_____	_____%
	_____	_____%

(A) ☐ **Optional.** The Fixed tiered match is Optional. See Section 3.03(A)(7).

(d) ☐ **Fixed – Years of Service**

	Years of Service	Matching Rate
(e.g., up to 3)	_____	_____%
(e.g., more than 3 up to 5)	_____	_____%
(e.g., more than 5)	_____	_____%

Years of Service under this Option means (select one):

(A) ☐ **Eligibility.** Years of Service for eligibility (Elections 15 and 19)

(B) ☐ **Vesting.** Years of Service for vesting (Election 23)

(e) ☐ **Fixed – Age at end of determination period**

	Age	Matching Rate
	_____	_____%
	_____	_____%
	_____	_____%

(f) ☐ **Fixed – Job location or classification** (must be objectively determinable)

	Location or Class	Matching Rate
	_____	_____%
	_____	_____%
	_____	_____%
	_____	_____%

(g) ☐ **Fixed Percent of Compensation.** _____% of Compensation provided the Participant's Elective Deferrals equal or exceed _____% of the Participant's Compensation

(h) ☐ **Describe:**

The Employer under this Option may describe the Matching Contribution from the elections above under Options (a) – (g) and/or a combination thereof and/or may limit them by time; e.g., a Fixed Match of 100% of Elective Deferrals not exceeding 3% of Compensation, considering only Deferrals and Compensation from September to December, 2027.)

[NOTE: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Option (a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Option (a) may specify the Discretionary Matching Contribution formula.]

34.2 CONTRIBUTIONS THAT ARE MATCHED. Matching Contributions are made only with respect to all Elective Deferrals (includes Pre-Tax and Roth Deferrals and Catch-Up Deferrals) unless otherwise elected below. *(Choose if applicable)*

(i) ☐ Matching contributions will only be made with respect to the following. All selected amounts are treated as though they were Elective Deferrals to the Plan for purposes of calculating Matching Contributions (even if the Plan does not otherwise permit Elective Deferrals) unless otherwise specified at Option (6) *(Choose one or more):*

(1) ☐ Pre-Tax Elective Deferrals.

(2) ☐ Roth Deferrals.

(3) ☐ Employee (after-tax) Contributions to this Plan.

(4) ☐ Salary reduction contributions made to the following plan: _____ *(enter name of plan).*

(5) ☐ Employee (after-tax) Contributions made to the following plan: _____ *(enter name of plan).*

(6) ☐ Describe: _____ *[must be definitely determinable. The Employer can describe contributions that will be matched (Matching contributions will be made with respect to Roth Deferrals to the Employer's 403(b) plan) or identify different Matching Contribution formulas for different Contributions, (e.g. a Fixed Match of 50% of Elective Deferrals plus a Discretionary Matching Contribution with regard to Employee Contributions.)]*

(j) ☐ Catch-Up Deferrals Elective Deferrals (as described above) will be matched except as provided below: *(Choose one. This election will not apply to Safe Harbor Matching Contributions other than Additional Matching Contributions, and then only if Election 33(b) – ACP Safe Harbor – is not selected.):*

- (1) ☐ The Plan will not match any Catch-Up Deferral.
 (2) ☐ Only the following Matching Contributions will apply to Catch-Up Deferrals: _____

34.3 CALCULATION PERIOD. Any Matching Contribution will be allocated on the period described below: *(Select one of (k) through (p).)*

- (k) ☐ Each payroll period (no true-up)
 (l) ☐ Each month (potential monthly true-up required)
 (m) ☐ Each Plan Year quarter (potential quarterly true-up required)
 (n) ☐ Each payroll unit (e.g., hour, no true-up)
 (o) ☐ Other (specify): _____ [The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different Options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period)]
 (p) ☐ Each Plan Year (potential annual true-up required)

34.4 PARTICIPATING EMPLOYERS; GROUPS. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below, specified in a participation agreement, or communicated by the Employer to the Plan Administrator in making the contribution. *(Choose if applicable):*

- (q) ☐ The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.
 (r) ☐ Different Matching Contributions will apply to different groups of Participants as follows: _____

(The Employer under Election Option (r) must identify the Participant groups and specify, from the Options (a) – (q) and/or a combination thereof, the Matching Contributions available to each such group, e.g., a Discretionary Match determined computed based on payroll periods applies to Employees classified as “remote”; a Fixed Match of 50% of Elective Deferrals up to 6% of Compensation determined on an annual basis applies to all other Employees. Selection of different match provisions for different Employee groups potentially creates differing benefits, rights, and features that are subject to nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-4. The Group Allocation Limitations of Section 3.14 apply to this Option.)

34.5 DATE OF ELECTIVE DEFERRALS CONSIDERED FOR MATCHING CONTRIBUTION. The Plan will disregard a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.

- (s) ☐ The Plan will include a Participant's Elective Deferrals that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

34.6 QMAC (PLAN-DESIGNATED) (1.209) The following provisions apply regarding Plan-Designated QMACs *(leave blank if not applicable).*

- (t) ☐ **Applies.** There are Plan-Designated QMACs to which the following provisions apply:
Matching Contributions affected. The following Matching Contributions *(as allocated to the designated allocation group under Options (3) or (4))* are Plan-Designated QMACs *(select one of (1) or (2))*:
 (1) ☐ **All.** All Matching Contributions.
 (2) ☐ **Designated.** Only the following Matching Contributions under this Election(s): _____
Allocation Group. Subject to Section 3.06, allocate the Plan-Designated QMAC *(select one of (3) or (4))*:
 (3) ☐ **NHCEs only.** Only to NHCEs who make Elective Deferrals subject to the Plan-Designated QMAC.
 (4) ☐ **All Participants.** To all Participants who make Elective Deferrals subject to the Plan-Designated QMAC.

The Plan Administrator will allocate all other Matching Contributions as Regular Matching Contributions, except as provided in Sections 3.03(C)(2) or 3.05.

[NOTE: See Section 4.10(D) as to targeting limitations applicable to QMAC nondiscrimination testing. Regardless of its selections under this Election, the Employer may elect for any Plan Year where the Plan is using Current Year Testing to make Operational QMACs which the Plan Administrator will allocate only to NHCEs for purposes of correction of an ADP or ACP test failure.]

35 NONELECTIVE CONTRIBUTIONS (3.04) *(Includes Profit Sharing contributions, Money Purchase Pension Plan contributions and/or Prevailing Wage contributions. Skip if Employer Nonelective Contributions are NOT selected at Election 13(e).)*

35.1 CONTRIBUTION 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 as applicable)
- (1) ☐ **Uniform percentage.** _____% of each Participant's Compensation per (e.g. *Plan Year, month*) _____.
 - (2) ☐ **Fixed dollar amount.** \$_____ per (e.g., *Plan Year, month, HOS, per Participant per month*)
 - (3) ☐ **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: _____
(*Must be definitely determinable, nondiscriminatory, and not subject to Employer discretion. Complete here or attach an exhibit which is incorporated by this reference.*)
 - (4) ☐ **Fixed Integrated contribution.** Subject to the overall permitted disparity limits (Section 3.04(B)(2)(d)) the Employer will contribute an amount equal to: (*Complete (A) and (B) AND one of (C) – (F)*)
 - (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:
 - (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 limits described in Section 3.04(B)(2)(c). 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.
 - (5) ☐ **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 \$_____.
 - (6) ☐ **Fixed Formula** (*describe*): _____ (*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 a Prevailing Wage Contract. The Employer will make a Prevailing Wage Contribution only to Participants covered by the Contract and only as to Compensation paid by the Contract. The Prevailing Wage Contribution will be an amount determined below. The Prevailing Wage Contribution will not be subject to any age or service requirements set forth in Elections 15 or 16, entry date provisions at Election 17, nor to any allocation conditions set forth in Election 37 and will be 100% Vested.
- (1) ☐ **Discretionary Amounts.** The prevailing wage contribution will be based on the amount necessary to meet the benefit level required under the Prevailing Wage Contract(s).
 - (2) ☐ **Contract Amounts.** The Prevailing Wage Contribution will be based on the amount determined below (*Select (A) or (B); Select (C) if applicable. Attach a prevailing wage schedule as an appendix to the Adoption Agreement indicating the required payments under the Prevailing Wage Contract(s)*):
 - (A) ☐ **Scheduled.** The contribution shall be based on the hourly contribution rate for the Participant's employment classification, as determined on the schedule. (*Choose (i) if applicable*)
 - (i) **Benefits.** Such amount shall be reduced by the fringe benefit payment(s) for health and welfare or other bona fide benefit for each Participant.
 - (B) ☐ **Wage determination.** The contribution will be the specified retirement contribution amount based on the Participant's employment classification, as determined on the Schedule. (*Choose (i) if applicable*)
 - (i) ☐ **Benefits.** Such amount shall be reduced by the fringe benefit payment(s) for health and welfare benefits or other bona fide benefit for each Participant (after deducting the cost of cash differential payments for the Participant).
 - (3) ☐ **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.
 - (4) ☐ **Exclude Highly Compensated Employees.** Highly Compensated Employees will be excluded from receiving a Prevailing Wage Contribution.
 - (5) ☐ **QNEC.** The Prevailing Wage Contribution is considered a Qualified Nonelective Contribution (QNEC) but shall otherwise be allocated as a Prevailing Wage Contribution.
- (d) ☐ **Other:** _____ (*The formula described must satisfy the definitely determinable requirement under Treas. Reg. §1.401-1(b). If the formula is non-uniform, it is not a design-based safe harbor for nondiscrimination purposes.*)
- Related and Participating Employers** (*choose (e) if applicable*)
- (e) ☐ If any Related and Participating Employers (or in the case of a Multiple Employer Plan, Participating Employers regardless of whether they are Related Employers) contribute Nonelective Contributions to the Plan, the contribution formula(s) (*select one of (1) or (2)*):
- (1) ☐ **All the same.** Is (are) the same as for the Signatory Employer under this Election.
 - (2) ☐ **At least one different.** Is (are) as follows: _____ (*Describe the contribution formulas using the Options provided above, or specify that to the extent an Employer's formula differs it is described in the Participation Agreement.*)
- [NOTE: Unless the Plan is a Multiple Employer Plan, the Employer should not elect Option (e) unless there are Related Employers which are also Participating Employers. The Employer electing 27(e) also must complete Option (l) as to the allocation methods which apply to the Participating Employers.]

35.2 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:*)

(f) ☐ **Incorporation of Contribution Formula.** In accordance with the contribution formula specified above (*may not be selected if (a), (b)(6), or (d) are the only selections above; if both a fixed and discretionary contribution are selected above, then this Option (e) applies to the fixed contribution.*)

(g) ☐ **Non-Integrated Allocation**

- (1) ☐ **Pro rata.** In the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- (2) ☐ **Per capita.** In the same dollar amount to all Participants.
- (3) ☐ **By service.** In the same dollar amount per Hour of Service completed by each Participant.
- (4) ☐ **By points. (3.04(B)(6))** 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 (A) and/or (B). Choose (C) if applicable.*):
 - (A) ☐ _____ point(s) will be allocated for each Year of Service. However, the maximum Years of Service taken into account will not exceed: (select (i) if applicable. Choose one of (ii) or (iii).)
 - (i) ☐ _____ (leave blank if no limit on service applies).
 - Year of Service, means:
 - (ii) ☐ service for eligibility purposes
 - (iii) ☐ service for vesting purposes
 - (B) ☐ _____ point(s) will be allocated for each year of age as of the last day of the Plan Year.
 - (C) ☐ _____ point(s) will be allocated for each full \$_____ (may not exceed \$200) of Compensation

(h) ☐ **Integrated (Permitted Disparity) Allocation. (3.04(B)(2))** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the following permitted disparity formula and definition of "Excess Compensation" apply:

Formula (*select one of (1), (2), or (3):*)

- (1) ☐ Two-tiered.
- (2) ☐ Four-tiered.
- (3) ☐ Two-tiered, except that the four-tiered formula will apply in any Plan Year for which the Plan is top-heavy.

Excess Compensation. For purposes of Section 3.04(B)(2), "Excess Compensation" means Compensation in excess of the integration level provided below (*select one*)

- (4) ☐ **Percentage amount.** _____% (*not exceeding 100%*) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$ (*not exceeding the Taxable Wage Base*).
- (5) ☐ **Dollar amount.** The following amount: \$_____ (*not exceeding the Taxable Wage Base in effect on the first day of the Plan Year*).
- (6) ☐ **Formula.** 80% of the Taxable Wage Base plus \$1.00

(i) ☐ **Classification allocation method. (3.04(B)(3))** Allocations are subject to the Group Allocation Limitations of Section 3.14. The classifications are (*select (1), (2), or (3):*)

- (1) ☐ **Separate classes.** Each Participant constitutes a separate classification.
- (2) ☐ **NHCEs/HCEs.** NHCE Participants and HCE Participants. (*select here and complete (4))*). The allocation method will be pro rata based on Compensation unless (A) is selected.
 - (A) ☐ The allocation method will be in equal dollar amounts (per capita)
- (3) ☐ **Specify.** Participants will be divided into the following classifications with the allocation methods indicated under each classification. (*select here and complete (4)*)

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. See Section 3.14. For each classification, the allocation method will be pro rata based on Compensation unless otherwise indicated below

- (A) Classification A will consist of _____.
 - (i) ☐ The allocation method will be equal dollar amounts (per capita).
- (B) Classification B will consist of _____.
 - (i) ☐ The allocation method will be equal dollar amounts (per capita).
- (C) Classification C will consist of _____.
 - (i) ☐ The allocation method will be equal dollar amounts (per capita).
- (D) Classification d will consist of _____.
 - (i) ☐ The allocation method will be equal dollar amounts (per capita).
- (E) Additional classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

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.

(4) ☐ **For (2) or (3), 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:

- (A) ☐ **Beginning of Plan Year.** The classification will be based on the Participant's status as of the beginning of the Plan Year.
- (B) ☐ **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
- (C) ☐ **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.

(D) ☐ **Compensation.** Pro rata based on the Participant's Compensation in each classification.

(E) ☐ **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.

(j) ☐ **Age-based method. (3.04(B)(5))** The age-based allocation formula of Section 3.04(B)(5) applies and will be based on the interest rate specified below (*Select one of (1), (2), or (3)*) and the Schedule of Age Weighted Allocation Factors as set forth in attached Exhibit C (which is hereby incorporated by reference and made a part of the Plan):

(1) ☐ 7.5% interest

(2) ☐ 8.0% interest

(3) ☐ 8.5% interest

(k) ☐ **Describe.** _____ (The Employer may only describe the nonelective allocation formula from the elections available in Options (f) through (j), and/or a combination thereof, as to a Participant group or Contribution Type (e.g., Participants in the Employer's Chicago office will receive a uniform percentage of Participant Compensation; contributions to all other Participants will be allocated in accordance with the classifications allocation provisions of Section 3.04(B)(3)). The Group Allocation Limitations of Section 3.14 apply to allocations and elections under this Option (i).):

35.3 OTHER PROVISIONS (select as applicable)

(l) ☐ **Related and Participating Employers.** If any Related and Participating Employers (or in the case of a Multiple Employer Plan, Participating Employers regardless of whether they are Related Employers) contribute Nonelective Contributions to the Plan, the Plan Administrator will allocate the Nonelective Contributions made by the Participating Employer(s):

(1) ☐ **All the same.** The same as for the Signatory Employer under this Election.

(2) ☐ **At least one different.** As follows: _____ (Describe the contribution formulas using the Options provided above, or specify that to the extent an Employer's formula differs it is described in the Participation Agreement.)

Allocation sharing. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement.

(3) ☐ **Employer by Employer.** The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[NOTE: Unless the Plan is a Multiple Employer Plan, the Employer should not elect Option (l) unless there are Related Employers which are also Participating Employers. See Section 1.24(D) and Option (e). Option (l)(3) does not apply to Safe Harbor Nonelective Contributions.]

(m) ☐ **Allocation computation period.** Allocations will be computed and allocated on an annual basis unless otherwise specified below (*select one of (1) through (4); selecting this Option means that the plan is not a design-based safe harbor for nondiscrimination purposes*):

(1) ☐ Each Payroll period

(2) ☐ Each month.

(3) ☐ Each Plan Year quarter.

(4) ☐ Describe: _____ (e.g., each calendar quarter, each fiscal year of the Employer, each calendar year)

35.4 QNEC (PLAN-DESIGNATED) (Section 1.210.) The following provisions apply regarding Plan-Designated QNECs (leave blank if not applicable).

(n) ☐ **Applies.** There are Plan-Designated QNECs to which the following provisions apply:

Nonelective Contributions affected. The following Nonelective Contributions (as allocated to the designated allocation group under Options (3) or (4)) are Plan-Designated QNECs (*select one of (1) or (2)*):

(1) ☐ **All.** All Nonelective Contributions (not including Prevailing Wage Contributions)

(2) ☐ **Designated.** Only the following Matching Contributions under this Election(s): _____

Allocation Group. Subject to Section 3.07, allocate the Plan-Designated QNEC (*select one of (3) or (4)*):

(3) ☐ **NHCEs only.** Only to NHCEs.

(4) ☐ **All Participants.** To all Participants.

Allocation Method. The Plan Administrator will allocate a Plan-Designated QNEC using the following method (*select one of (5) through (8)*):

(5) ☐ Pro rata in relation to Compensation.

(6) ☐ In the same dollar amount without regard to Compensation (flat dollar)

(7) ☐ Reverse. **(3.04(C)(3).)**

(8) ☐ Classification allocation method. **(3.04(C)(6).)** The Group Allocation Limitations of Section 3.14 apply to allocations and elections under this Option.

[NOTE: See Section 4.10(D) as to targeting limitations applicable to QNEC nondiscrimination testing. Regardless of its selections under this Election, the Employer may elect for any Plan Year where the Plan is using Current Year Testing to make Operational QNECs which the Plan Administrator will allocate only to NHCEs for purposes of correction of an ADP or ACP test failure.]

35.5 QNEC (Operational) Operational QNECs will be allocated to NHCE ADP Participants under the Classification Allocation Method unless otherwise specified below

- (o) ☐ Operational QNECs (**3.04(C)(2)**). Operational QNECs will be allocated: (Select one of (1), (2), or (3) if applicable; select (4) if applicable).
- (1) ☐ Pro rata in relation to Compensation.
- (2) ☐ In the same dollar amount without regard to Compensation (flat dollar).
- (3) ☐ Reverse. (**3.04(C)(3)**)
- (4) ☐ Classification Allocation Method. (**3.04(C)(6)**.) The Group Allocation Limitations of Section 3.14 apply to allocations and elections under this Option.
- (5)
- (6) ☐ To NHCE ACP Participants.

36 ROTH EMPLOYER CONTRIBUTIONS (3.15) (Select (a) or (b). Select (c) and/or (d) if applicable. Skip to Election 37 if Plan does not provide for Employer Contributions.)

- (a) ☐ **Not allowed.** Participants may not elect Roth Employer Contributions (skip to Election 37)
- (b) ☐ **Permitted.** Participants may elect Roth Employer Contributions with regard to contributions made after _____. (Enter date after December 29, 2022.)
- (c) ☐ **Sources.** Roth Employer Contributions may be elected only with respect to the following contributions: [Check all that apply]
- (1) ☐ All Employer Contributions except as otherwise provided in the Plan or the Plan Administrator's policies (Skip to (c)):
- (2) ☐ ADP safe harbor contributions (nonelective or matching)
- (3) ☐ ACP safe harbor matching contributions
- (4) ☐ Matching Contributions (other than ADP/ACP safe harbor contributions)
- (5) ☐ Nonelective Contributions (other than ADP safe harbor contributions)
- (6) ☐ Describe: _____ (e.g., "prevailing wage contributions." Must be definitely determinable and not subject to discretion.)
- (d) ☐ **Limitations.** Describe additional limitations: _____
(Must be definitely determinable and not subject to Employer discretion.)

37 ALLOCATION CONDITIONS. The Plan does not apply any allocation conditions to: (i) Employee Contributions; (ii) Rollover Contributions; (iii) Deemed IRA Contributions; or (iv) Prevailing Wage Contributions. In addition, for 401(k) plans, the Plan does not apply any allocation conditions to: (i) Elective Deferrals; (ii) Safe Harbor Contributions; (iii) Additional Matching Contributions which will satisfy the ACP Safe Harbor; or (iv) SIMPLE Contributions.

37.1 CONDITIONS. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures (collectively referred to as "Sources"), a Participant must satisfy the following allocation condition(s) (select one of (a) or (b)):

- (a) ☐ **No conditions.** No allocation conditions apply to any Sources (skip to Election 38).
- (b) ☐ **Conditions.** The following allocation conditions apply to the designated Source. (Select one or more of (c) through (i). Select Source as applicable. If more than one allocation condition elected, the Participant must satisfy each condition to receive the allocation.):

[NOTE: For this Election, except as the Employer describes otherwise in Option (i) or as provided in the Plan regarding Operational QMACs and Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply. The Employer under Option (i) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year. Options (4) or (6) for nonelective contributions will subject the plan to the general nondiscrimination test.]

Allocation conditions	(1) All Sources		(2) Matching Contributions	(3) Nonelective Contributions	(4) Forfeitures
(c) <input type="checkbox"/> None	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> 501 HOS/terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Last day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Last day of the time period specified in Option (j)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> 1,000 HOS in the Plan Year (192 consecutive day in Plan Year if Elapsed Time)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> _____ (specify) HOS within the time period specified in Option (j), but not exceed 1,000 HOS in a Plan Year	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Describe conditions: _____ (e.g., Last day of the Plan Year for remote employees; No allocation conditions all other Employees. In this line, the Employer can define the Source column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Option (c))					
(j) <input type="checkbox"/> Time period (Choose if Option (f) or (h) is selected. Choose if applicable with Option (i).)					
(1) <input type="checkbox"/> Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Plan Year quarter.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Calendar month.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Payroll period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(5) ☐ **Describe time period:** _____

37.2 APPLICATION/WAIVER (3.07(D)), in the event of Severance from Employment as described below, apply or do not apply allocation conditions to the specified sources as follows: *(Select one of (k) or (l))*

(k) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age *(select one of (1) or (2))*:

- (1) ☐ **Allocation conditions are waived.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (2) ☐ **Allocation conditions apply.** Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.

(l) ☐ **Application/waiver as to Contribution Types/events.** If a Participant incurs a Severance from Employment, **apply** allocation conditions **except** such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Sources *(select one or more of (1) through (4)). Select Source as applicable. See note preceding Option (c) and any entries in Option (i) regarding column headings.)*:

Waiver conditions	(1) All Sources		(2) Matching Contributions	(3) Nonelective Contributions	(4) Forfeitures
(1) <input type="checkbox"/> Death.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Disability.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Normal Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Early Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

37.3 SUSPENSION. (3.07(F)) The suspension of allocation conditions *(select one of (m) or (n))*:

(m) ☐ **Suspension applies to all Contribution Types** unless otherwise specified. *(Choose (1) or (2) if applicable. Choose other Options if applicable.)*:

- (1) ☐ **Nonelective.** Suspension applies only to Nonelective Contributions.
- (2) ☐ **Match.** Suspension applies only to Matching Contributions.
- (3) ☐ **Re-order tiers.** Apply the suspension tiers in Section 3.06(F)(2) in the following order: *(specify order)*. _____
- (4) ☐ **Hours of Service tie-breaker.** Apply the greatest Hours of Service as the tie-breaker within a suspension tier in lieu of applying the lowest Compensation.
- (5) ☐ **Additional/other tiers.** Apply the following additional or other tiers: *(specify suspension tiers and ordering)*. _____

(n) ☐ **Suspension does not apply.** _____

38 EMPLOYEE (AFTER-TAX) CONTRIBUTIONS. *(Skip if Election 13(g) not selected. Choose (a) and/or (b) if applicable)*

After-tax contribution limits:

(a) ☐ **Maximum amount.** A Participant's Employee Contributions may not exceed: *(Complete (1). Complete (2) if applicable.)*

- (1) HCE. _____ *(specify dollar amount and/or percentage of Compensation) for HCEs.*
- (2) ☐ NHCE. _____ *(specify dollar amount and/or percentage of Compensation) for NHCEs. (Cannot be less than the limit for HCEs.)*

(b) ☐ **Minimum amount.** A Participant's Employee Contributions may not be less than: _____ *(specify dollar amount (not greater than \$10,000) and/or percentage of Compensation (not greater than 10%)).*

39 FORFEITURE ALLOCATION METHOD (Section 3.08)

[NOTE: Even if the Employer elects immediate vesting, the Employer should complete this Election. See Section 8.08. Election can be omitted if the plan is frozen or the plan is a 401(k) plan with no employer contributions. Select (a) or (b). Select (c) if applicable.]

(a) ☐ **Safe harbor/top-heavy exempt.** Apply all forfeitures to Safe Harbor Contributions and Plan expenses in accordance with Section 3.08(A)(4). *(may only be selected with 401(k) plans).* Forfeitures will be used to (a) pay expenses; (b) reduce Safe Harbor Contributions; (c) reduce Fixed Matching Contributions; and (d) finally as Discretionary Additional Matching Contributions, as further described in Section 3.08(A)(4), unless otherwise specified below:

- (1) ☐ **Change order.** Specify the order in which Forfeitures will be used (e.g., First (b), then (c), then (a), then (d)) _____

(b) ☐ **Apply to Contributions.** The Plan Administrator will apply a Participant forfeiture as follows: *(select one or more of (1) through (7)). Select Contribution Type as applicable*:

Forfeiture uses	(1) All Forfeitures		(2) Matching Forfeitures	(3) Nonelective Forfeitures
(1) <input type="checkbox"/> All. Use as described in (2) through (6). <i>(This Option cannot be selected with (2) through (6).)</i>	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> Additional Nonelective. Added to Nonelective Contributions and allocated in the same manner.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Additional Match. Added to Matching Contributions and	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

allocated in the same manner.

- (4) ☐ **Reduce Nonelective.** Apply to reduce Nonelective Contribution. ☐ OR ☐ ☐
- (5) ☐ **Reduce Match.** Apply to reduce Matching Contribution. ☐ OR ☐ ☐
- (6) ☐ **Plan expenses.** Pay reasonable Plan expenses **(8.04(C)(2)(a))** ☐ OR ☐ ☐
(Must be selected with another Option.)

- (7) ☐ **Describe.** _____
(Must satisfy the definitely determinable requirement under Treas. Reg. §1.401-1(b) and be applied in a uniform and nondiscriminatory manner. Employer may specify order in which Forfeitures will be applied.)

- (c) ☐ **QNEC Restriction.** Section 3.08(A)(7) applies to restrict the application of Forfeitures as QNECs and certain other contributions. (Choose (1) if applicable.)

- (1) ☐ **Expiration.** The foregoing restrictions (and therefore Section 3.08(A)(7) no longer applies) as of _____.
(Specify date.)

- (d) ☐ **Forfeitures after merger. (3.08(E))** Any mergers relating to Accounts of Participants in a Plan that was merged into this Plan will be allocated only to other Participants who were also Participants in the merged Plan.

40 TOP-HEAVY MINIMUM ALLOCATIONS (Article 5) (Choose any applicable Option. See Election 21(a)(4) regarding Top-Heavy Minimum Allocations for LTPT Employees.)

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

- (b) **OEE Employees.** OEE Employees will not be credited with Top-Heavy Minimum Allocations, as described in Section 5.02(A)(1) for Plan Years beginning after December 31, 2023, except as provided below: (Choose (1) and/or (2) if applicable.)

- (1) ☐ **Discretionary TH for OEE.** The Employer may make a discretionary nonelective contribution equal to the Top-Heavy Minimum Allocation to those OEE Employees who are NHCEs.

- (2) ☐ **Effective date.** The exclusion of OEE Employees from the Top-Heavy Minimum Allocations is effective as of the Plan Year beginning: _____. (Enter first day of Plan Year. Cannot be before 2024. If not selected, then OEE Employees are excluded as of the first day of the first Plan Year beginning in 2024.)

- (c) ☐ **Waiver of last day requirement.** An Employee need not be employed by the Employer on the last day of the Plan Year to receive a Top-Heavy Minimum Allocation.

- (d) ☐ **Matching Contributions do not offset.** Matching Contributions shall not be taken into account in satisfying the Top-Heavy Minimum Allocation.

- (e) ☐ **Code Section 416 (Article 5) override.** Because of the required aggregation of multiple plans, to satisfy Code §416, the following overriding provisions apply: _____

(Specify such language as necessary to satisfy §416, e.g., If an Employee participates in this Plan and another Plan the Employer maintains, the Employer will satisfy any Top-Heavy Minimum Allocation in this Plan and not the other plan.)

41 OTHER ALLOCATION OVERRIDES

- (a) ☐ **No offset of Safe Harbor Contributions to other allocations (3.05(E)(12)).** Any Safe Harbor Nonelective Contributions allocated to a Participant's account will not be applied toward (offset) any allocation to the Participant of a non-Safe Harbor Nonelective Contribution.

- (b) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** The Plan Administrator (select one of a. or b.):

- (1) ☐ **No pro-ration.** Will not pro-rate Hours of Service in any short allocation period.

- (2) ☐ **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.

- (c) ☐ **Limited waiver of allocation conditions for rehired Participants (3.07(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).

- (d) ☐ **Associated Match forfeiture timing (3.08(A)(1)(c)).** Forfeiture of associated matching contributions occurs in the Testing Year.

- (e) ☐ **HEART Act continued benefit accrual (3.11(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.11(K). The provisions are effective as of (select one or both of (1) or (2)):

- (1) ☐ **Effective Date.** _____.

- (2) ☐ **No longer effective.** The provisions no longer apply effective as of _____.

DISTRIBUTIONS

42 METHOD AND FORM OF DISTRIBUTIONS

42.1 DISTRIBUTION METHODS

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 and installments for RMDs

- (b) ☐ lump sum

- (c) ☐ Installments, except for the following (select 1 and/or 2 if applicable)

- (1) ☐ Only Participants (and not Beneficiaries) may elect Installments

- (2) ☐ Installments are only permitted for distributees who must receive RMDs

(d) ☐ Partial Distributions, subject to the following limitations (*select any of (1), (2), or (3) that are applicable*)

- (1) ☐ Only Participants (and not Beneficiaries) may elect Partial Distributions
(2) ☐ Partial Distributions are only permitted for distributees who must receive RMDs
(3) ☐ The minimum Partial Distribution is \$ _____

(e) ☐ Other: _____ (*must be definitely determinable and not subject to Employer discretion.*)

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

Annuities. Annuities are permitted if selected below (*Select (f) or (g) if this is a Profit-Sharing Plan or a 401(k) Plan; if this is a Money Purchase Pension Plan then (g) must be selected; if this Plan includes transferred pension assets, then (f)(1). or (g) must be selected.*)

(f) ☐ **Annuities are not allowed or are not the normal form of distribution** (except as indicated below). The Profit-Sharing Plan Exemption of Section 7.04(G) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 will not apply generally to Exempt Participants.

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) ☐ **Annuity selected by Participant.** Section 7.04(A) will apply only if an annuity form of distribution is selected by a Participant.

(A) ☐ A Participant may elect a QLAC (**1.208**) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's account has been invested.

(B) ☐ Describe any limitations or provisions regarding an annuity a Participant may select:

_____ (*must comply with the joint and survivor rules of Code §§401(a)(11) and 417*)

(g) ☐ **Annuities are the normal form of distribution.** The qualified Joint and Survivor Annuity and Qualified Pre-Retirement Survivor Annuity provisions apply (Section 7.04(A)).

(A) Describe any limitations or provisions regarding such an annuity: _____ (*must comply with the joint and survivor rules of Code §§401(a)(11) and 417*)

(h) ☐ **QJSA.** If the Plan permits or requires an annuity form of payment, the Survivor Annuity percentage will be 50% unless otherwise provided below: (*leave blank if default applies*)

- (1) ☐ 100% Survivor Annuity
(2) ☐ 75% Survivor Annuity
(3) ☐ 66 2/3% Survivor Annuity
(4) ☐ _____% (must be between 50% and 100%) Survivor Annuity

(i) **QPSA.** If the Plan permits or requires an annuity form of payment, the QPSA Survivor Annuity will be equal to 50% of a Participant's Vested Account Balance unless a different percentage is selected below (*leave blank if default applies*)

- (1) ☐ 100% of a Participant's Vested Account Balance.
(2) ☐ _____% (may not be less than 50%) of a Participant's Vested Account Balance.

(j) **One-year marriage rule.** Under Section 7.04(B) relating to the QPSA and under Section 8.05(A)(3) relating to an Exempt Participant's Beneficiary designation under the Profit-Sharing Plan exception (*select one of (1) or (2)*):

- (1) ☐ **Applies.** The one-year marriage rule applies.
(2) ☐ **Does not apply.** The one-year marriage rule does not apply.

42.2. CASH OR PROPERTY. (7.16) Distributions may be made in (*select (k) or (l)*)

(k) ☐ **Cash** only or other forms permitted in Section 7.16, 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

(l) ☐ **Cash or property**, except that the following limitation(s) apply: _____ (*Leave blank if there are no limitations on property distributions; e.g., Employer Securities or real property may not be a source of available funds. Must be definitely determinable and not subject to Employer discretion.*)

43 **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE** Distributions upon severance of employment pursuant to Section 7.01(B) will not be made unless the following conditions have been satisfied:

[**NOTE:** If a Participant dies after Severance from Employment but before receiving distribution of all of his/her Account, the elections under this Election 45 no longer apply. See Section 6.01(A) and Election 45.]

Distributions may be made as soon as administratively feasible following the selections below, See Election 48(e) regarding \$7,000 threshold.

Timing

	(1) All Distributions		(2) Above \$7,000	(3) \$7,000 or below
(a) <input type="checkbox"/> Retirement. The Participant has reached Early or Normal Retirement Date.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Severance. The Participant incurs a Severance of Employment.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Breaks. The Participant has incurred _____ consecutive Breaks in Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Last Day of Year. After the last day of the Plan Year coincident with or next	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

following the Participant's Severance of Employment.

- (e) ☐ **Last Day of Quarter.** After the last day of the Plan Year quarter coincident with or next following the Participant's Severance of Employment. ☐ OR ☐ ☐
- (f) ☐ **Valuation Date.** After the Valuation Date coincident with or next following Severance of Employment. ☐ OR ☐ ☐
- (g) ☐ **Months.** After _____ months have elapsed after Severance of Employment ☐ OR ☐ ☐
- (h) ☐ **Vesting.** Distribute after the Participant incurs a Severance of Employment. If the Participant is fully vested; otherwise distribute after the Participant has incurred a Forfeiture Break in Service. ☐ OR ☐ ☐
- (i) ☐ **Describe.** _____ (Must be objective conditions which are ascertainable and not subject to Employer discretion except as otherwise permitted in Treas. Reg. §1.411(d)-4. May not exceed the limits of Section 7.01(B)(1)(a). May describe different timing for different accounts.) ☐ OR ☐ ☐

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:

- (j) ☐ **Other:** _____ (e.g., a subsequent distribution request may only be made in accordance with (d) 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).)
- (k) ☐ **Disability Acceleration.** Notwithstanding any later specified distribution date above, a Participant may elect an earlier distribution following Severance from Employment, if Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

44 MANDATORY DISTRIBUTIONS

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 \$7,000 or less do not require spousal consent and are only paid as lump-sums.

- (a) ☐ No, Participant consent is required for all distributions.
- (b) ☐ Yes, Participant consent is required only if the distribution is over:
- (1) ☐ \$7,000
 - (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).

Rollovers in determination of \$7,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$7,000 threshold for timing of distributions, form of distributions or consent rules.

- (c) ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$7,000 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.

Mandatory distribution at Normal Retirement Age. Regardless of the above elections other than any mandatory distributions provided for 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 Section 7.02).

- (d) ☐ 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.

45 DISTRIBUTIONS AFTER PARTICIPANT'S DEATH Distributions following a Participant's death will be made or begin as follows:

45.1 TEN-YEAR RULE; LIFE EXPECTANCY (7.02(B)(1)(e)). If the Participant dies before the DCD and the Beneficiary is an Eligible Designated Beneficiary, the deadline to commence RMDs will be determined as follows: (Select one of (a) through (d). Choose (e) and or (f) if applicable.):

- (a) ☐ **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the Ten-Year rule or the Life Expectancy rule. If the Beneficiary does not make a timely election (Select one of (1) or (2)):
- (1) ☐ **Ten-year rule.** The Ten-Year rule applies to the Beneficiary.
 - (2) ☐ **Life Expectancy Rule.** The Life Expectancy rule applies to the Beneficiary.

- (b) ☐ **Ten-year rule.** The Ten-Year rule applies to the Beneficiary.
- (c) ☐ **Life Expectancy rule.** The Life Expectancy rule applies to the Beneficiary.
- (d) ☐ **Other:** _____ (Describe, e.g., the Ten-Year rule applies to all Designated Beneficiaries other than a surviving spouse Beneficiary.)
- (e) ☐ **Shorter period.** When the Ten-Year Rule applies to a Beneficiary, instead of the distribution period described in Section 7.02(C)(3)(a), the Plan will distribute the account in full no later than December 31 of the _____th year (insert number less than 10) following the year of the Participant's death.
- (f) ☐ **CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, Beneficiaries of a Participant who died between 2015 and 2019 and who are subject to the 5-Year Rule of Section 7.02(c)(1) have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.
- (1) ☐ **No extension without request.** The provisions of Section 7.02(c)(1)(A) apply but in the absence of a beneficiary election the extension will NOT apply.
- (2) ☐ **Not apply.** Section 7.02(c)(1)(A) will NOT apply to this Plan.

45.2 COMMENCEMENT OF DISTRIBUTIONS TO BENEFICIARY. (7.01(A)) Distributions to a Beneficiary will commence at such time as the Beneficiary may elect, consistent with Section 7.02, or if earlier, the time elected below. (Choose one of (g), (h), or (i) if applicable):

- (g) ☐ **Immediate.** As soon as practical following the Participant's death and the determination of the Beneficiary.
- (h) ☐ **Next Calendar Year.** On or before the last day of the calendar year which next follows the calendar year of the Participant's death.
- (i) ☐ **Describe:** _____

[NOTE: The Employer under Option (i) may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that otherwise permitted under this election), or include special provisions related to certain beneficiaries. However, any election under Election 49(g) must require distribution to commence no later than required under Section 7.02.]

46 IN-SERVICE DISTRIBUTIONS. (7.01(C))

46.1 DISTRIBUTIONS BASED ON AGE OR PARTICIPATION. A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 7.01(C) (Choose one of (a) or (b)). [NOTE: Prevailing Wage Contributions are treated as Nonelective Contributions. See Section 7.01(C)(4)(d) if the Employer elects to use Prevailing Wage Contributions to offset other contributions. See Election 52 regarding In-Service Distributions of Rollover Contributions.]

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions based on age or participation except as to any of the following (if applicable): (i) RMDs under Section 6.02; (ii) Protected Benefits; and (iii) Designated IRA Contributions. Also see Section 7.01(C)(4)(e) with regard to Rollover Contributions, Employee Contributions and DEC's. (Skip to 46.2)
- (b) ☐ **Permitted.** In-Service Distributions based on age or participation are permitted as follows (For Money Purchase Pension Contributions, select one or more of (c), (d), (f), (h), and (k). For Profit Sharing Plans and 401(k) plans, select one or more of (c) through (k). Select Contribution Type as applicable.):

[NOTE: Unless the Employer elects otherwise in Option (k) below, Elective Deferrals under includes Pre-Tax and Roth Deferrals, Matching Contributions includes Additional Matching Contributions (irrespective of the Plan's ACP testing status).]

Criteria	(1) All Contrib.		(2) Elective Deferrals	(3) SH Contrib.	(4) QNECs	(5) QMACs	(6) Matching Contrib.	(7) Nonelective SIMPLE
(c) <input type="checkbox"/> None	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Age: _____ (at least 59 ½)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Age: _____ (can be less than 59 ½)	N/A	OR	N/A	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Normal Retirement Age	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Early Retirement Age	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Age and Participation: Age _____ (at least 59 ½) and _____ Years of Participation or _____ Years of Service for Vesting (complete whichever blank applies)	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> _____ year contributions (at least 2 years)	N/A	OR	N/A	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> _____ months of participation (at least 60 months)	N/A	OR	N/A	N/A	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Describe: _____								

[NOTE: The Employer under Option (k) may describe In-Service Distribution provisions from the Options otherwise available under this Election and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable at age 50. Fixed Nonelective Contribution Accounts are distributable at age 59 ½); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in

accordance with the terms of this Plan). An Employer's election under Option (k) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Sections 7.01(C)(4) and 10.02(C)(3).]

[NOTE: In a 401(k) plan, Options (f) and (g) do not apply to Elective Deferrals, Safe Harbor Contributions, QNECs, or QMACs unless the Participant has attained age 59 1/2.]

Limitations. (Select (l) and/or (m) as applicable.)

- (l) ☐ **100% vesting required.** A Participant may not receive an In-Service Distribution described above unless the Participant is 100% Vested in the distributing Account.
- (m) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution described above in an amount which is less than: \$_____ (specify amount not exceeding \$1,000).

46.2 OTHER IN-SERVICE DISTRIBUTIONS. A Participant may elect an In-Service Distribution based on any of the following events in accordance with Section 7.01(C) (Choose available distributions as applicable.)

(n) ☐ **Hardship distributions.** (Not available in Money Purchase Pension Plans. Complete (1). Select other Options as applicable.)

(1) Select the account(s) from which Hardship distributions are available:

- (A) ☐ All accounts
- (B) ☐ Pre-Tax Elective Deferrals
- (C) ☐ Roth Deferrals
- (D) ☐ Safe Harbor Contributions
- (E) ☐ QNECs
- (F) ☐ QMACs
- (G) ☐ Matching Contributions
- (H) ☐ Nonelective/SIMPLE
- (I) ☐ Rollover Contributions
- (J) ☐ Employee (after-tax) Contributions
- (K) ☐ Transferred Accounts
- (L) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)

(2) ☐ **100% vesting required.** A Participant may not receive a Hardship distribution unless the Participant is 100% Vested in the distributing Account.

(3) ☐ **Minimum amount.** A Participant may not receive a Hardship distribution in an amount which is less than: \$_____ (specify amount not exceeding \$1,000).

(4) ☐ **Former Employees.** Hardship distributions are not available to Former Employees.

(5) ☐ **Hardship needs.** Hardship distributions are limited to the deemed immediate and heavy financial needs described in Section 7.07(A)(1) unless otherwise specified below [Select one or more Options]

- (A) ☐ Distributions for non-deemed needs to Current Employees are available from Restricted 401(k) Accounts
- (B) ☐ Distributions for non-deemed needs to Former Employees are available from Restricted 401(k) Accounts
- (C) ☐ Distributions for non-deemed needs are available from Accounts other than Restricted 401(k) Accounts

(6) ☐ **Earnings.** Earnings on elective deferrals are not available for hardship distributions.

(7) ☐ **Loans.** Before a hardship distribution may be made, a Participant must obtain all nontaxable loans (determined at the time a loan is made) available under the Plan and all other plans maintained by the Employer.

(8) ☐ **Beneficiary's hardship need.** A Participant's hardship does not include an immediate and heavy financial need of the Participant's primary Individual Beneficiary under the Plan, as described in Section 7.07(G).

(9) ☐ **Describe additional limitations:** _____ (must be definitely determinable and not subject to discretion)

(o) ☐ **Disability.** (Complete (1). Select other Options as applicable.)

(1) Select the account(s) from which Disability distributions are available:

- (A) ☐ All accounts
- (B) ☐ Pre-Tax Elective Deferrals
- (C) ☐ Roth Deferrals
- (D) ☐ Safe Harbor Contributions
- (E) ☐ QNECs
- (F) ☐ QMACs
- (G) ☐ Matching Contributions
- (H) ☐ Nonelective/SIMPLE
- (I) ☐ Transferred Accounts
- (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)

(2) ☐ **100% vesting required.** A Participant may not receive a Disability distribution unless the Participant is 100% Vested in the distributing Account.

(3) ☐ **Minimum amount.** A Participant may not receive a Disability distribution in an amount which is less than: \$_____ (specify amount not exceeding \$1,000).

- (4) ☐ **Describe additional limitations:** _____
(must be definitely determinable and not subject to discretion)
- (p) ☐ **Qualified Reservist Distributions** are available from Elective Deferrals. (401(k) Plan only. Select (1) if applicable.)
- (1) ☐ **Minimum amount.** A Participant may not receive a Qualified Reservist Distribution in an amount which is less than:
 \$_____ (specify amount not exceeding \$1,000).
- (q) ☐ **Deemed Severance.** (Not available for Money Purchase Pension Plans. Complete (1). Select other Options as applicable.)
- (1) Select the account(s) from which Deemed Severance distributions are available:
- (A) ☐ All accounts
 - (B) ☐ Pre-Tax Elective Deferrals
 - (C) ☐ Roth Deferrals
 - (D) ☐ Safe Harbor Contributions
 - (E) ☐ QNECs
 - (F) ☐ QMACs
 - (G) ☐ Matching Contributions
 - (H) ☐ Nonelective/SIMPLE
 - (I) ☐ Transferred Accounts
 - (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)
- (2) ☐ **100% vesting required.** A Participant may not receive a Deemed Severance distribution unless the Participant is 100% Vested in the distributing Account.
- (3) ☐ **Minimum amount.** A Participant may not receive a Deemed Severance Distribution in an amount which is less than:
 \$_____ (specify amount not exceeding \$1,000).
- (r) ☐ **Qualified Disaster Distributions.** (Complete (1). Select other Options as applicable.)
- (1) Select the account(s) from which Qualified Disaster Distributions are available:
- (A) ☐ All accounts
 - (B) ☐ Pre-Tax Elective Deferrals
 - (C) ☐ Roth Deferrals
 - (D) ☐ Safe Harbor Contributions
 - (E) ☐ QNECs
 - (F) ☐ QMACs
 - (G) ☐ Matching Contributions
 - (H) ☐ Nonelective/SIMPLE
 - (I) ☐ Transferred Accounts
 - (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)
- (2) ☐ **100% vesting required.** A Participant may not receive a Qualified Disaster Distribution unless the Participant is 100% Vested in the distributing Account.
- (3) ☐ **Minimum amount.** A Participant may not receive a Qualified Disaster Distribution in an amount which is less than:
 \$_____ (specify amount not exceeding \$1,000).
- (s) ☐ **QBAD (Qualified Birth and Adoption Distribution).** (Complete (1) and (6). Select other Options as applicable. QBADs are not available from Money Purchase Pension Plans except for Participant who has attained the earlier of age 59 ½ or Normal Retirement Age, or those who have had a Severance from Employment)
- (1) Select the account(s) from which QBADs are available:
- (A) ☐ All accounts
 - (B) ☐ Pre-Tax Elective Deferrals
 - (C) ☐ Roth Deferrals
 - (D) ☐ Safe Harbor Contributions
 - (E) ☐ QNECs
 - (F) ☐ QMACs
 - (G) ☐ Matching Contributions
 - (H) ☐ Nonelective/SIMPLE
 - (I) ☐ Transferred Accounts
 - (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)
- (2) ☐ **100% vesting required.** A Participant may not receive a QBAD unless the Participant is 100% Vested in the distributing Account.
- (3) ☐ **Minimum amount.** A Participant may not receive a Qualified Disaster Distribution in an amount which is less than:
 \$_____ (specify amount not exceeding \$1,000).
- (4) ☐ **Former Employees.** QBADs are not available to Former Employees.
- (5) ☐ **Describe additional limitations:** _____
(must be definitely determinable and not subject to discretion)

- (6) **Effective date.** Participants can receive EPEDs on or after: _____ (Enter date after December 31, 2019)
- (t) ☐ **EPED (Emergency Personal Expense Distribution).** (Complete (1) and (7). Select other Options as applicable. EPEDs are not available from Money Purchase Pension Plans except for Participant who has attained the earlier of age 59 ½ or Normal Retirement Age, or those who have had a Severance from Employment.)
- (1) Select the account(s) from which EPEDs are available:
- (A) ☐ All accounts
- (B) ☐ Pre-Tax Elective Deferrals
- (C) ☐ Roth Deferrals
- (D) ☐ Safe Harbor Contributions
- (E) ☐ QNECs
- (F) ☐ QMACs
- (G) ☐ Matching Contributions
- (H) ☐ Nonelective/SIMPLE
- (I) ☐ Transferred Accounts
- (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)
- (2) ☐ **100% vesting required.** A Participant may not receive an EPED unless the Participant is 100% Vested in the distributing Account.
- (3) ☐ **Minimum amount.** A Participant may not receive an EPED in an amount which is less than: \$_____ (specify amount not exceeding \$1,000).
- (4) ☐ **Former Employees.** EPEDs are not available to Former Employees.
- (5) ☐ **Three year rule.** A Participant who has received an EPED may not receive another EPED from the Plan during the immediately following three calendar years.
- (6) ☐ **Describe additional limitations:** _____ (must be definitely determinable and not subject to discretion)
- (7) **Effective date.** Participants can receive EPEDs on or after: _____ (Enter date after December 31, 2023.)
- (u) ☐ **DAVD (Domestic Abuse Victim Distribution).** (Complete (1). Select other Options as applicable. EPEDs are not available from Money Purchase Pension Plans or from plans otherwise subject to the QJSA rules of Section 7.04(A).)
- (1) Select the account(s) from which DAVDs are available:
- (A) ☐ All accounts
- (B) ☐ Pre-Tax Elective Deferrals
- (C) ☐ Roth Deferrals
- (D) ☐ Safe Harbor Contributions
- (E) ☐ QNECs
- (F) ☐ QMACs
- (G) ☐ Matching Contributions
- (H) ☐ Nonelective/SIMPLE
- (I) ☐ Transferred Accounts
- (J) ☐ Describe: _____ (must be definitely determinable and not subject to Employer discretion)
- (2) ☐ **100% vesting required.** A Participant may not receive a DAVD unless the Participant is 100% Vested in the distributing Account.
- (3) ☐ **Minimum amount.** A Participant may not receive a DAVD in an amount which is less than: \$_____ (specify amount not exceeding \$1,000).
- (4) ☐ **Former Employees.** DAVDs are not available to Former Employees.
- (5) ☐ **Delay.** A Participant who has received a DAVD may not receive another DAVD from the Plan during the immediately following _____ calendar years.
- (6) ☐ **Describe additional limitations:** _____ (must be definitely determinable and not subject to discretion)
- (7) **Effective date:** Participants can receive DAVDs on or after: _____ (Enter date after December 31, 2023)

47 **IN-PLAN ROTH ROLLOVER CONTRIBUTIONS (Section 3.09(E))** (Valid only if Roth Deferrals selected at Election 13(b)(1) or Roth Employer Contributions selected at Election 36(b). Otherwise skip to Election 48.) In this Election “Conversion” refers to an IRR or IRT as appropriate.

47.1 CONVERSIONS PERMITTED

- (a) ☐ Conversions are NOT permitted (Skip to Election 48).
- (b) ☐ Conversions are permitted according to the following provisions.
- (1) ☐ **IRR** (in-Plan Roth rollover contribution).
- (2) ☐ **IRT** (in-Plan Roth rollover transfer).

47.2 LIMITATIONS. The following restrictions apply to Conversions (Choose one or more of (c) – (h) below if applicable; also select one or both of columns (1) and/or (2) for each limitation selected at (c) – (g).)

Limitations

(1) IRR (2) IRT

- (c) ☐ **Former Employees.** Former Employees cannot make a Conversion ☐ ☐
- (d) ☐ **Vesting.** Conversions may only be made from accounts which are fully Vested. ☐ ☐
- (e) ☐ **Loans.** Loans may not be part of a Conversion. ☐ ☐
- (f) ☐ **Minimum amount.** The minimum amount that may be Converted is _____ (may not exceed \$1,000) ☐ ☐
- (g) ☐ **Number of rollovers.** No more than _____ Conversions can be made during a Plan Year. ☐ ☐
- (h) ☐ **Describe.** Conversions may be made subject to the following provisions: _____ ☐ ☐
- (Must be definitely determinable and not subject to Employer or Plan Administrator discretion; specify different provisions for IRR and IRT if desired.)*

47.3 SOURCE OF CONVERSIONS *(Select one of (i) or (j) and choose columns (1) and/or (2) as applicable.)*

- | Sources | (1) IRR | (2) IRT |
|--|--------------------------|--------------------------|
| (i) <input type="checkbox"/> All Sources. The Plan allows Conversions from all Sources | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) <input type="checkbox"/> Limited Sources. The Plan allows Conversions only from the following sources (select one of more of (1) – (8) below; also select one or both of columns (1) or (2) for each account selected at (1) – (8)) | <input type="checkbox"/> | <input type="checkbox"/> |
| (1) <input type="checkbox"/> Pre-Tax Elective Deferrals. | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> Pre-Tax Matching Contributions, including Safe Harbor Matching Contributions. | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> Pre-Tax Nonelective Contributions. | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> Pre-Tax QNECs and Safe Harbor Nonelective Contributions. | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) <input type="checkbox"/> Pre-Tax Rollovers. | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) <input type="checkbox"/> Pre-Tax Transfers. | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) <input type="checkbox"/> Employee (after-tax) Contributions. | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) <input type="checkbox"/> Describe. _____ | <input type="checkbox"/> | <input type="checkbox"/> |
- (Must be definitely determinable and not subject to Employer or Plan Administrator discretion; specify different provisions for IRR and IRT if desired.)*

47.4 LIMITED IN-SERVICE DISTRIBUTION PROVISIONS FOR IRRs *(May only be selected if IRRs are selected at (b)(1) above. Leave blank if not applicable.)*

- (k) ☐ The Plan permits IRRs and the Employer elects to permit in-service distributions as follows solely for purposes of making IRRs *(select one or more)*:
- (1) ☐ the Participant has attained age _____
- (2) ☐ the Participant has _____ months of participation (specify minimum of 60 months)
- (3) ☐ the amounts being distributed have accumulated in the Plan for at least _____ years *(at least 2)*
- (4) ☐ other *(describe)*: _____ *(must satisfy the definitely determinable requirement under Treas. Reg. §1.401-1(b); may not be subject to Employer discretion; must be nondiscriminatory.)*
- (5) **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:
- (A) ☐ A Participant must satisfy each condition
- (6) ☐ **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as IRR distributed solely for purposes of federal or state income tax withholding related to the IRR.

NOTE: Regardless of any election above to the contrary, IRRs are not permitted from a Participant's Restricted 401(k) Accounts or Restricted Pension Accounts except as permitted by Section 7.01(C)(4)(b) or (c).

48 OTHER DISTRIBUTION PROVISIONS

- (a) ☐ **Definition of Spouse.** For the purposes defined in **Section 1.249**, "Spouse" means the following: _____.
- (b) ☐ **Automatic revocation of spousal designation (8.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
- (c) ☐ **Timing of QDRO payment. (7.05(A))** A distribution to an Alternate Payee shall not be permitted prior to the time the Participant reaches the earliest retirement age as defined in Code §414(p)(4)(B).
- (d) ☐ **Default Distribution Methods (7.03(B)(2)).** If a Participant or Beneficiary does not make a timely election as to distribution method and timing the Plan Administrator will direct the Trustee to distribute using the following method and timing: _____
(Describe, e.g., Installments sufficient to satisfy RMD beginning at the Required Beginning Date. The selected method and timing must not be discriminatory and must be an Option the plan makes available to participants and/or beneficiaries.)
- (e) ☐ **\$7,000.** All Plan references to "\$7,000" will be \$ _____. (Specify an amount less than \$7,000.)
- (f) ☐ **Roth In-Service.** A Participant may not receive an In-Service Distribution from the Participant's Designated Roth Account unless it is a qualified distribution as defined in Code §402A(d)(2). This applies to all Roth Contribution Types and all In-Service distributions except the following: _____ (Optional; list Contribution Types for which In-Service distributions are permitted without regard to whether the distribution is a qualified distribution, and/or distribution provisions for which the Roth limitation does not apply; e.g. Roth Deferrals or hardship distributions from Roth Matching Contributions)
- (g) ☐ **Maximum Number.** The maximum number of In-Service Distributions a Participant may receive during a Plan Year is _____, (Specify a number at least equal to 1. If this Option is not elected, the Plan Administrator, by policy, can impose a limitation.)
- (h) ☐ **Default Beneficiary (8.05(B)).** 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., Participant's estate; or Children per stirpes, parents, and then step-children.)
- (i) ☐ **Uniform RBD (1.215(C))** A Participant's RBD will be April 1 of the calendar year following the year the Participant attains RBD Age, without regard to whether the Participant has Separated from Service.
- (j) ☐ **Limitations on distribution of rollovers, etc.** A Participant will be entitled to receive an In-Service Distribution of Rollover Contributions, Employee Contributions and DEC's (Select one of (1) through (4)):
- (1) ☐ **Deferrals.** Under the same provisions which apply to Elective Deferrals. (only applies to 401(k) plans)
- (2) ☐ **Match.** Under the same provisions which apply to Matching Contributions.
- (3) ☐ **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
- (4) ☐ **Other:** _____
- [NOTE: The Employer under Option (4) may describe In-Service Rollover Distribution restrictions using the Options available for In-Service Distributions under Election 46 and/or a combination thereof as to all Participants or as to any Participant group (e.g., Division A Rollover Accounts are distributable at age 59 1/2 OR Rollover Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Rollover Distributions apply to Division B Employees OR to Employees hired after "x" date). An Employer's election under Option (4). must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Sections 7.01(C)(4) and 10.02(C)(3).]
- (k) ☐ **Spousal override. (7.02(B)(1)(a)).** The special RMD timing rule for spouses will not apply.
- (l) ☐ **Slayer cannot benefit. (8.05(F))** If the death of a Participant (or Beneficiary) is the result of a criminal act involving such Participant's (or Beneficiary's) Beneficiary, the individual convicted of such criminal act shall not be entitled to receive any undistributed amounts credited to the Account of the Participant (or Beneficiary) and shall be treated as having predeceased the Participant (or Beneficiary).

NONDISCRIMINATION TESTING

- 49 **HCE (1.125)** 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).
- 50 **ADP/ACP TESTS (4.10)** The Employer makes the following Plan specific annual testing elections under Section 4.10(B) (Select one or more of (a), (b), and (c). Plans without Elective Deferrals, Matching Contributions, or Employee Contributions may skip to Election 51.)
- (a) ☐ **Traditional 401(k) Plan/ADP/ACP test.** The following testing method(s) apply. [NOTE: The Plan may "split test."]
- ADP Test** (Select one of (1) or (2))
- (1) ☐ Current Year Testing.
- (2) ☐ Prior Year Testing.
- ACP Test** (Select one of (3), (4), or (5))

- (3) ☐ **Not applicable.** The Plan does not permit Matching Contributions or Employee Contributions, and the Plan Administrator will not recharacterize Elective Deferrals as Employee Contributions for testing.
- (4) ☐ **Current Year Testing.**
- (5) ☐ **Prior Year Testing.**
- (b) ☐ **Safe Harbor Plan/No testing or ACP test only.** (select one of (1) or (2)):
- (1) ☐ **No testing.** ADP test safe harbor applies and if applicable, ACP test safe harbor applies. If the Plan permits Employee Contributions, current year ACP testing will apply to Employee Contributions unless otherwise elected below (Choose a. if applicable.).
- (A) ☐ Prior Year Testing applies to Employee Contributions.
- (2) ☐ **ACP test only.** ADP Safe Harbor applies, but Plan will perform ACP test as follows (select one of a. or b.):
- (A) ☐ Current Year Testing.
- (B) ☐ Prior Year Testing.
- (c) ☐ **Delayed year-by-year election under the maybe notice.** (See Election 33(d)(3) and Section 3.05(I). Do not use with retroactive Safe Harbor Nonelective under Election 33(d)(4).)

[NOTE: When maintaining a traditional 401(k) plan, select (a); when maintaining a safe harbor 401(k) plan, select (b). Skip if SIMPLE 401(k) plan. The Employer may make elections under both the Traditional 401(k) Plan and Safe Harbor Plan elections, in order to accommodate a Plan that applies both testing elections (e.g., Safe Harbor Includible Employees group and tested Otherwise Excludible Employees group). In the absence of an election regarding ADP or ACP tested contributions, Current Year Testing applies.]

OTHER ELECTIONS

51 PARTICIPANT LOANS (Section 8.07. The availability of Participant loans is described in the Plan's loan policy established under Section LOANS except as otherwise specified in (a) or (b))

- (a) ☐ New loans are NOT permitted.
- (b) ☐ New loans ARE permitted.
- (c) ☐ The availability of Participant loans is described in the Plan's loan policy established under Section 8.07

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.

52 ROLLOVERS

52.1 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 or if Election 13(f) is not selected):

- (a) ☐ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant.
- (b) ☐ Participants who are Former Employees,
- (c) ☐ The availability of rollovers to Employees is determined by the Plan's rollover policy established under Section 3.08

52.2 DISTRIBUTIONS. When may distributions be made from a Participant's Rollover Account? (Skip if neither Election 13(f) nor Election 13(o) is selected.)

- (d) ☐ At any time
- (e) ☐ Only when the Participant is otherwise entitled to any distribution under the Plan
- (f) ☐ Only when the Participant is otherwise entitled to a distribution of Elective Deferrals under the Plan.
- (g) ☐ Only when the Participant is otherwise entitled to a distribution of Matching Contributions under the Plan.
- (h) ☐ Only when the Participant is otherwise entitled to a distribution of Nonelective Contributions under the Plan.
- (i) ☐ Other: _____

[NOTE: The Employer under Option (i). may describe In-Service Rollover Distribution restrictions using the Options available for In-Service Distributions under Election 46 and/or a combination thereof as to all Participants or as to any Participant group (e.g., Division A Rollover Accounts are distributable at age 59 1/2 OR Rollover Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Rollover Distributions apply to Division B Employees OR to Employees hired after "x" date). An Employer's election under Option (i) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Sections 7.01(C)(4) and 10.02(C)(3).]

EXECUTION PAGE

The Employer, by executing this Adoption Agreement, hereby agrees to the provisions of this Plan.

Employer: _____

Date: _____

Signed: _____

[print name/title]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one. A Money Purchase Pension Plan must be a separate plan (with a separate Adoption Agreement) from a Profit-Sharing Plan or 401(k) Plan.

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.]

Provider. 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. 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.

Provider Name: _____

Address: _____

Telephone Number: _____

Email address (Optional): _____

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this Adoption Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2023-37. 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. 2023-37 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.

APPENDIX A SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

53 SPECIAL EFFECTIVE DATES (Choose (a) or select the special effective date provisions as applicable. Specified dates may be retroactive or prospective.)

- (a) ☐ **There are no special effective dates.** (Skip to Election 54)
- (b) ☐ **Other Employers.** Options under Election(s) _____ (specify 3 or 4 as applicable) are effective _____.
- (c) ☐ **Plan Specifications.** Options under Elections(s) _____ (specify one or more of 8 – 13 as applicable) are effective _____.
- (d) ☐ **Eligibility.** Options under Elections(s) _____ (specify one or more of 14 – 21 as applicable) are effective _____.
- (e) ☐ **Vesting.** Options under Elections(s) _____ (specify one or more of 22 – 26 as applicable) are effective _____.
- (f) ☐ **Compensation.** Options under Elections(s) _____ (specify one or more of 27 – 29 as applicable) are effective _____.
- (g) ☐ **Elective Deferrals.** Options under Elections(s) _____ (specify one or more of 30 – 32 as applicable) are effective _____.
- (h) ☐ **Safe Harbor.** Options under Election 33 are effective _____.
- (i) ☐ **Matching Contributions.** Options under Elections 34 are effective _____.
- (j) ☐ **Nonelective Deferrals.** Options under Elections 35 are effective _____.
- (k) ☐ **Other Contribution/Allocation provisions.** Options under Elections(s) _____ (specify one or more of 36 – 41 as applicable) are effective _____.
- (l) ☐ **Distributions.** Options under Elections(s) _____ (specify one or more of 42 – 48 as applicable) are effective _____.
- (m) ☐ **Testing.** Options under Elections(s) _____ (specify one or more of 49 or 50 as applicable) are effective _____.
- (n) ☐ **Loans/Rollovers.** Options under Elections(s) _____ (specify one or more of 51 or 52 as applicable) are effective _____.
- (o) ☐ **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 §411(d)(6) and the regulations thereunder, and only if such features are permissible in a “Cycle 4” preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2023-37 (or any superseding guidance)).
- (p) ☐ **Describe.** Describe other special effective dates: _____.
- (q) ☐ **Other Mergers.** The following additional plans were or will be merged into this surviving Plan (Complete applicable entries. May list additional plans in an addendum.):
- | | Name of merging plan | Merger date | Restated effective date | Original effective date |
|-----|----------------------|-------------|-------------------------|-------------------------|
| (1) | _____ | _____ | _____ | _____ |
| (2) | _____ | _____ | _____ | _____ |
| (3) | _____ | _____ | _____ | _____ |

54 OTHER ELECTIONS (Choose (a) or select the other elections as applicable.)

- (a) ☐ No other permitted elections
- The following elections apply (select one or more):**
- (b) ☐ **Section 411(d)(6) protected benefits (10.02(C)).** 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 4” preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2023-37 (or any superseding guidance)).
- (c) ☐ **Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply:** _____ (Specify such language as necessary to satisfy §415, e.g., the Employer will reduce Additional Additions to this plan before reducing Annual Additions to other plans.)
- (d) ☐ **Recognition of Service with other employers.** Service with the following employers (in addition to those specified at Election 18(b)) will be recognized as follows (select one or more; if more than 6 employers, attach an addendum to the Adoption Agreement):
- | Other Employer | (1)
Eligibility | (2)
Vesting | (3) Contribution
Allocation |
|---|--------------------------|--------------------------|--------------------------------|
| (1) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) <input type="checkbox"/> Employer name: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Limitations

- (e) ☐ The following provisions or limitations apply with respect to the recognition of Service with other employers: _____ (e.g., credit service with X only on or after 1/1/2023, or credit all service with entities the Employer acquires after 1/1/2024.) ☐ ☐ ☐
- (f) ☐ The following provisions or limitations apply with respect to the recognition of Service with other employers: _____ (e.g., credit service with X only on or after 1/1/2023, or credit all service with entities the Employer acquires after 1/1/2024.)
- (g) ☐ **Disregard one year leased employee requirement.** The definition of Leased Employee shall be applied by disregarding the requirement of performing services for at least one year, for the following contributions (*Select (1) or all that apply of (2). Elective Deferrals include Roth Deferrals, "ADP test safe harbor contributions" (including those made pursuant to a QACA) and SIMPLE 401(k) contributions, after-tax voluntary Employee contributions, and rollover contributions; Matching includes QMACs; and Nonelective Contributions include QNECs.*):
- (1) ☐ All contributions
 - (2) ☐ The following contributions (select all that apply)
 - (A) ☐ Elective Deferrals
 - (B) ☐ Matching contributions
 - (C) ☐ Nonelective Contributions
- (h) ☐ **Disability.** In lieu of the definition provided a Section 1.72, A Participant is Disabled or has a Disability if (*select one*):
- (1) ☐ **SSA/RRB.** The Social Security Administration or Railroad Retirement Board determines that the Participant is totally disabled.
 - (2) ☐ **Insurance.** The applicable insurance company providing disability insurance to the Participant under an Employer sponsored disability program determines that a Participant is disabled under the insurance contract definition of disability.
 - (3) ☐ **Describe:** _____
- [NOTE: The Employer may elect an alternative definition of disability for purposes of Plan distributions (e.g., Participants covered under the Employer's disability insurance program are Disabled if the applicable insurance company providing insurance pursuant to that program determines that the Participant is disabled under the insurance contract definition of disability. Other Participants are disabled if the Social Security Administration or Railroad Retirement Board determines that the Participant is totally disabled.).]
- (i) ☐ **Optional Provisions related to claims (8.06(D)).** The following provisions related to claims will apply: (*Choose a., b. or c.*)
- (1) ☐ Actions related to claims are subject to binding arbitration. The procedures specified in Section 8.06(D)(1) apply unless otherwise specified: _____
 - (2) ☐ In lieu of the one-year period described in Section 8.06(D)(2), actions related to claims must be commenced within _____ (indicate limitations period), or, if later, 180 days after denial.
 - (3) ☐ Actions related to claims must be commenced in the district court in the following jurisdiction: _____
 _____. If no court is specified, then actions must be commenced in the district court for the judicial district in which the Plan is administered
- (j) ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 8.11(H), the Plan will be governed by the laws of: _____.
- (k) ☐ **Contributions prior to accrual or precise determination (8.04(B)(5)(b)).** The Plan Administrator will allocate Earnings described in Section 7.04(B)(5)(b) as follows (*select one of a., b., or c.*):
- (1) ☐ **Treat as contribution.** Treat the Earnings as an Employer Matching or Nonelective Contribution and allocate accordingly.
 - (2) ☐ **Balance forward.** Allocate the Earnings using the balance forward method described in Section 7.04(B)(4)(b).
 - (3) ☐ **Weighted average.** Allocate the Earnings on Matching Contributions using the weighted average method in a manner similar to the method described in Section 8.04(B)(4)(d).
- (l) ☐ **Limitation on frequency of Beneficiary designation changes (8.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. (*Specify a period of time, e.g., 90 days OR 12 months.*)
- (m) ☐ **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order (*Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Trust Fund Earnings.*)
- (n) ☐ **Fee Recapture Account (8.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: (*select one of (1), (2), or (3)*):
- (1) ☐ Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
 - (2) ☐ The excess funds will be allocated pro rata based on account balance.
 - (3) ☐ The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (o) ☐ **Employer securities/real property in Profit Sharing Plans/401(k) Plans (8.05(A)).** The Plan limit on investment in qualifying Employer securities/real property is %. (*Specify a percentage which is less than 100%.*)
- (p) ☐ **Provisions relating to insurance and insurance company (9.08).** The following provisions apply: (*Specify such language as necessary to accommodate life insurance Contracts the Plan holds.*) _____

[NOTE:

The provisions in this Option may override provisions in Section 8.14 but must be consistent with all other provisions of the Plan.]

55 OVERRIDING PROVISIONS (*Skip unless applicable*) The Plan Sponsor may include provisions from a prior Pre-Approved Defined Contribution Plan or individually designed plan that were approved by the Internal Revenue Service in a prior determination, advisory or Opinion Letter with respect to such provisions. If there is conflict between the provision(s) described in this Election and other provisions of the Plan, the provision(s) described in this Election will govern. The Plan Sponsor will continue to have reliance on the determination, advisory or Opinion Letter for such provisions described in this Election until such time the wording of such provisions is modified from the approved language. Using this Election will not impact reliance on the Opinion letter unless the Plan Sponsor adds a provision that is expressly prohibited to be included in a Pre-Approved Defined Contribution Plan under Revenue Procedure 2023-37. The provisions must be definitely determinable, nondiscriminatory, and not subject to Employer discretion. Use (a) to specify generally applicable provisions. Use (b) to specify grandfathered provisions applicable to specific participants or under specific conditions.

- (a) ☐ Describe overriding provision(s): _____
- (b) ☐ Describe grandfathered provisions: The following provision shall be available to the Participants described below who satisfy the requirements described below: _____

APPENDIX B
ONLY APPLICABLE IF ELECTION 35(j) 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