

**ADOPTION AGREEMENT FOR  
FIS BUSINESS SYSTEMS LLC  
NON-STANDARDIZED  
GOVERNMENTAL ~~VOLUME SUBMITTER 401(a)~~ PRE-APPROVED PLAN**

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

**EMPLOYER INFORMATION**

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

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

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

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

Street

City

State

Zip

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

Taxpayer Identification Number (TIN): \_\_\_\_\_

Employer's Fiscal Year ends: \_\_\_\_\_

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a.  State government or state agency
- b.  County or county agency
- c.  Municipality or municipal agency
- d.  Indian tribal government (see Note below)
- e.  ~~Other: \_\_\_\_\_~~

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.~~38~~39). Will any other Employers adopt this Plan as Participating Employers?

- a.  No
- b.  Yes

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

- a.  No
- b.  Yes (Complete a Participation Agreement for each Participating Employer.)

**PLAN INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in ~~Questions 9. through 10~~ Question 9.)

4. PLAN NAME:

\_\_\_\_\_

5. PLAN STATUS

- a.  New Plan
- b.  Amendment and restatement of existing Plan

**PPA CYCLE 3 RESTATEMENT** (leave blank if not applicable)

- 1.  This is an amendment and restatement to bring a plan into compliance with the ~~Pension Protection Act of 2006 ("PPA") and other~~ legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement ~~); cycle~~).

- 6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
  - Initial Effective Date of Plan** (cannot be earlier than the first day of the current Plan Year)
    - a. \_\_\_\_\_ (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

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

- b. \_\_\_\_\_ (enter month day, year; ~~may enter a~~NOTE: The restatement date ~~that is~~may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

- 7. PLAN YEAR (Plan Section 1.4243) means, except as otherwise provided in d. below:
  - a.  the calendar year
  - b.  the twelve-month period ending on \_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.4647). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 20132020) and ending on \_\_\_\_\_ (enter month day, year).

- 8. VALUATION DATE (Plan Section 1.5253) means:
  - a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
  - b.  the last day of each Plan Year
  - c.  the last day of each Plan Year quarter
  - d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

**NOTE:** The Plan always permits interim valuations.

~~9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):~~

- ~~a.  Insurer. This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:
 
  - (1) \_\_\_\_\_ (2) \_\_\_\_\_ (if more than 2, add names to signature page).~~

- ~~b.  Individual Trustee(s). Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)~~

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

~~Address and telephone number~~

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

~~Address: \_\_\_\_\_ Street~~

~~\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip~~

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

e.  ~~Corporate Trustee(s)~~ (add additional Trustees as necessary)

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

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

Street

City

State

Zip

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

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

d.  ~~Directed Trustee exceptions~~ (leave blank if no exceptions):

~~Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)~~

1.  ~~The corporate Trustee will serve as Directed Trustee over the following assets:~~ \_\_\_\_\_

2.  ~~The individual Trustee(s) will serve as Directed Trustee over the following assets:~~ \_\_\_\_\_

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

3.  ~~over all Plan assets~~

e.  ~~Discretionary Trustee exceptions~~ (leave blank if no exceptions):

~~Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)~~

1.  ~~The individual Trustee(s) will serve as Discretionary Trustee over the following assets:~~ \_\_\_\_\_

2.  ~~The corporate Trustee will serve as Discretionary Trustee over the following assets:~~ \_\_\_\_\_

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

3.  ~~over all Plan assets~~

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

f.  ~~No~~

g.  ~~Yes~~

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

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

a.  Employer (use Employer address and telephone number)

~~b.  The Committee appointed by the Employer (use Employer address and telephone number)~~

c.  Other:

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

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

Street

City

State

Zip

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

10. TYPE OF PLAN (select one)

a.  Profit Sharing Plan.

b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

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

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

a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):

1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at ~~b. - f. - j.~~ (optional), skip questions 12-18 and 22-2930)

2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

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

CURRENT CONTRIBUTIONS

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

- b.  **Employer contributions other than matching** (Questions 24-25)  
 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)  
 c.  **Employer matching contributions** (Questions 26-28)  
 d.  **Mandatory Employee contributions** (Question ~~31~~30)  
 e.  **After-tax voluntary Employee contributions** (~~Question 32~~)  
 f.  **Rollover contributions** (Question ~~39~~36)

PRIOR CONTRIBUTIONS

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

- g.  Employer matching contributions  
 h.  Employer contributions other than matching contributions  
 i.  Rollover contributions  
 j.  After-tax voluntary Employee contributions

**ELIGIBILITY REQUIREMENTS**

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a.  **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b.  **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1.  Union Employees (as defined in Plan Section 1.17)
  2.  Nonresident aliens (as defined in Plan Section 1.17)
  3.  Leased Employees (Plan Section 1. ~~28~~29)
  4.  Part-time ~~temporary/seasonal~~ Employees. A part-time, ~~temporary or seasonal~~ Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1. ~~54~~). ~~However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class. 55).~~
  5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
  6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  7.  Other: \_\_\_\_\_ (must be definitely determinable under Regulations Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name ~~nor result in only a finite group~~)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of individuals (e.g., excluding anyone hired after 12/31/12.) Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
- a.  **No age ~~or~~ and service required.** No age ~~or~~ and service required for all Contribution Types (skip to Question 14).
- b.  **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  **Age Requirement**
1.  No age requirement
  2.  Age 20 1/2
  3.  Age 21
  4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  **Service Requirement**
1.  No service requirement
  2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  3.  1 Year of Service
  4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  6.  \_\_\_\_\_ consecutive months of employment ~~from the Eligible Employee's employment commencement date.~~

7. [ ] Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

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

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

- e. [ ] If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1. [ ] service requirement (may let part-time Eligible Employees into the Plan)
  - 2. [ ] age requirement
  - 3. [ ] waiver is for: \_\_\_\_\_

Amendment or restatement to change eligibility requirements

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

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

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

- a. [ ] date such requirements are met
- b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
- c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met (~~Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.~~)
- f. [ ] first day of the Plan Year in which such requirements are met
- g. [ ] first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. [ ] other: \_\_\_\_\_ (must be definitely determinable)

SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.3940 and 1.5455)

- a. [ ] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. [ ] ~~Prior service~~ Service with the designated employers is recognized as follows (~~answer e. and~~ select ~~c.- e. and~~ one or more of ~~e. columns 1. - 3.; select d. - f. chose other options~~ as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

1. 2. 3.

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

**Limitations**

f.  The following provisions or limitations apply with respect to the \_\_\_\_\_  
 \_\_\_\_\_  
 recognition of prior service: \_\_\_\_\_  
 (e.g., credit service with X only on/following 1/1/~~19~~19)

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

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.~~39~~40 and 1.~~54~~55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.~~39~~40 and 1.~~54~~55)

**NOTE:** If ~~no selections are made in this Section~~ any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.~~54~~55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.~~54~~55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting ~~and~~, allocation, and distribution purposes, the computation period will be the Plan Year.
5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1.  all purposes (skip to Question 17)
2.  the following purposes (select one or more):
  - a.  eligibility to participate
  - b.  vesting
  - c.  ~~sharing in~~ allocations ~~or~~, distributions and contributions

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

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

Such method will apply to:

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

Hours of Service will be determined on the basis of:

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

4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:

- a.  all purposes
- b.  the following purposes (select one or more):
  - 1.  eligibility to participate
  - 2.  vesting
  - 3.  [allocations, distributions and contributions](#)

c.  **Alternative for counting all prior service.** [Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: \(select one\)](#)

- 1.  [all purposes](#)
- 2.  [the following purposes \(select one or more\):](#)
  - a.  [eligibility to participate](#)
  - b.  [vesting](#)
  - c.  [sharing in allocations or contributions](#)

d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service. NOTE: Must not list more than 1,000 hours in this Section.) [This servicing credit provision will be used for:](#)

- 1.  [All purposes](#)
- 2.  [The following purposes \(select one or more\):](#)
  - a.  [eligibility to participate](#)
  - b.  [vesting](#)
  - c.  [allocations, distributions and contributions](#)

**VESTING**

17. VESTING OF PARTICIPANT'S INTEREST - EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a.  N/A (no Employer contributions; skip to Question 19)
- b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

**NOTE:** The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)
- d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than 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.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  - 5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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

\_\_\_\_\_%  
 \_\_\_\_\_%  
 \_\_\_\_\_%

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)
- g.  The schedule above will also apply to Employer matching contributions.
- h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer 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.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

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

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement Date.** 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.  Normal Retirement Age

**RETIREMENT AGES**

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.~~3233~~) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age \_\_\_\_\_ (~~may not exceed 65~~)
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ (~~may not exceed 65~~) or the \_\_\_\_\_ (~~may not exceed 10th~~) anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  Other: \_\_\_\_\_ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), 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 works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final



regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified ~~police or firefighters~~, public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

~~ed.~~  Age \_\_\_\_ (may not be less than 4050 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.~~33~~34) means, with respect to any Participant, the:

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

21. EARLY RETIREMENT DATE (Plan Section 1.15)

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

**Early retirement requirements**

- 4.  Participant attains age \_\_\_\_\_  
**AND**, completes.... (leave blank if not applicable)
  - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
  - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

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

**NOTE:** Plan Section 1.~~23~~10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

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

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  **No adjustments** (skip to ~~Question 23~~, below)
- h.  **Adjustments.** Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

~~**Military Differential Pay Special Effective Date** (leave blank if not applicable)~~

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

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)  
~~The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:~~

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

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
1.  Leave cash-outs will be **excluded**
  2.  Nonqualified unfunded deferred compensation will be **excluded**
  3.  Military Differential Pay will be **included** ~~(Plan automatically includes for Limitation Years beginning after December 31, 2008)~~
  4.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  5.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d.  **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1.  Exclude all post-severance compensation
  2.  Regular pay will be **excluded**
  3.  Leave cash-outs will be **excluded**
  4.  Nonqualified unfunded deferred compensation will be **excluded**
  5.  Military Differential Pay will be **included**
  6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_

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

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

- e.  ~~If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: \_\_\_\_\_ e.  Other: \_\_\_\_\_ (must be definitely determinable)~~

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas):

- a.  **Discretionary contribution (no groups):** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method):** (may not be elected if this Plan is a Money Purchase Pension Plan) \_\_\_\_\_ The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of ~~Reg. §1.401-1(b)(1)(ii)~~ Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1.  Each Participant constitutes a separate classification.
  2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_

The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which 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.

**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.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

c.  **Fixed contribution** equal to (only select one):

- 1.  \_\_\_\_\_% of each Participant's Compensation for each:
  - a.  Plan Year
  - b.  calendar quarter
  - c.  month
  - d.  pay period
  - e.  week

2.  \$ \_\_\_\_\_ per Participant.

3.  \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee

- a.  up to \_\_\_\_\_ hours (leave blank if no limit)

4.  other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):

- a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
- b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
- c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
- d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours

4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** ~~An~~ Except as provided below, the Employer will contribute an amount equal to 7.5% of ~~the~~ each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
- Include**  
AND, only part-time, seasonal and temporary ~~the following~~ Employees ~~(leave blank if not applicable)~~
1.  ~~Regardless of any other provision in this to the contrary, the contribution above will only NOT be made~~ eligible for part-time, seasonal, or temporary the Social Security Replacement Plan contribution: (select all that apply)
  2.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  3.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  4.  ~~Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.~~
  5.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
  6.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_ % of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under ~~Regulations~~ Regulation §1.401-1(b))- and if this is a Money Purchase Pension, it must not be a discretionary contribution formula. NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year**
  1.  A Participant must complete at least \_\_\_\_\_ (not to exceed ~~1,000~~500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed ~~123~~) months of service if the elapsed time method is selected).
  2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  3.  Participants will NOT share in the allocations, regardless of service.
  4.  Participants will share in the allocations, regardless of service.
  5.  Other: \_\_\_\_\_ (must be definitely determinable; and not subject to Employer discretion ~~and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected))-)~~

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ (~~not to exceed 1,000~~) Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable; and not subject to Employer discretion ~~and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).~~)

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

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

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2)) ~~and Plan Section 4.12~~. (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. ~~Elective deferrals~~ Employee contributions taken into account. For purposes of applying the matching contribution provisions below, ~~elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral amounts are being matched (hereafter referred to as "matched Employee contributions being matched will be made" (select one or more):~~

- a.  Elective deferrals to a 457 plan(s). Enter Plan name(s): \_\_\_\_\_
- b.  Elective deferrals to a 403(b) plan(s). Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: \_\_\_\_\_ (specify amounts that are matched under this Plan name: \_\_\_\_\_ and are provided for within this Adoption Agreement)

~~NOTE: If selected at Question 32, after tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.~~

B. **Matching Formula.** (select one)

~~eg.~~  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's ~~elective deferrals,~~ "matched Employee contributions"

- 1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)

Additional matching contribution (select choose 2. ~~or leave blank if not~~ applicable):

- 2.  plus an additional matching contribution of a discretionary percentage determined by the Employer,
  - a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

~~df.~~  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's ~~elective deferrals,~~ "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

~~eg.~~  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's ~~elective deferrals,~~ "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

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

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1.  vesting purposes
- 2.  eligibility purposes

~~f. [ ] Discretionary. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's elective deferrals.~~

g. [ ] Flexible Discretionary Match. (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. [ ] Rigid Discretionary Match. A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

i. [ ] Discretionary - tiered. (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's ~~elective deferrals;~~ matched Employee contributions. to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's ~~elective deferrals;~~ matched Employee contributions or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

~~h.~~ NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First	%
Next	%
Next	%
Next	%

j. [ ] Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under ~~Regulations~~ Regulation §1.401-1(b))

) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a.  N/A (no Plan specific limit on the amount of matching contribution)
  - b.  \$\_\_\_\_\_.
  - c.  \_\_\_\_\_% of Compensation.

- B. **Period of determination.** ~~The~~Any matching contribution ~~formula~~other than a “Flexible Discretionary Match” will be applied on the following basis (and ~~elective deferrals~~“matched Employee contributions” and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period): ~~Skip if the only Matching Contribution is a Flexible Discretionary Match.:~~
- d.  the Plan Year (potential annual true-up required)
  - e.  each payroll period (no true-up)
  - f.  each month (potential monthly true-up required)
  - g.  each Plan Year quarter (potential quarterly true-up required)
  - h.  each payroll unit (e.g., hour) (no true-up)
  - i.  N/A (Plan only provides for discretionary matching contributions; i.e., f. or g. is selected above)

~~NOTE: For any discretionary match, the Employer will determine the calculation methodology at the time the matching contribution is determined.~~

~~True-up contributions. If e. - h. above is selected, does the Employer have the discretion to true up the matching contribution (i.e., apply the match on a Plan Year basis)? (leave blank if not applicable):~~

- j.  Yes
- i.  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.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS ~~FOR MATCHING CONTRIBUTIONS~~ (Plan Section 4.3): Select a. OR b. and all that apply of c. - h.

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**
  - 1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ ~~(not to exceed 12)~~ months of service if the elapsed time method is selected).
  - 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  - 3.  Participants will NOT share in the allocations, regardless of service.
  - 4.  Participants will share in the allocations, regardless of service.
  - 5.  Other: \_\_\_\_\_ (must be definitely determinable, ~~not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).~~)

**Conditions for Participants employed on the last day of the Plan Year**

- 6.  No service requirement.
- 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
- 8.  A Participant must complete at least \_\_\_\_\_ ~~(not to exceed 1,000)~~ Hours of Service during the Plan Year.
- 9.  Other: \_\_\_\_\_ (must be definitely determinable; and not subject to Employer discretion ~~and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).~~)

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

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

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f.  The Plan Year quarter.
- g.  Payroll period.
- h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES. ~~See (Plan Sections 1.21 and 4.3(e) regarding the timing and disposition of Forfeitures.)~~

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

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

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

Forfeitures will be (select one):

- d.  added to the Employer contribution and allocated in the same manner
- e.  used to reduce any Employer contribution
- f.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- g.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

~~30. ALLOCATION OF EARNINGS (Plan Section 4.3(e))~~

~~Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:~~

- a.  N/A. (all assets in the Plan are subject to Participant investment direction)
- b.  by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
- c.  by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
- d.  by using the method specified in Plan Section 4.3(e) (balance forward method)
- e.  other: \_\_\_\_\_ (must be a definite predetermined formula)

~~31~~30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

~~a~~

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a.  The mandatory Employee contribution is a condition of employment.
- b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c.  An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.
- ~~b~~d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.
- e.  Other: \_\_\_\_\_

Conditions of Mandatory Employee Contributions

- e.  Additional provisions and conditions: \_\_\_\_\_ (must be definitely determinable); e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- ~~f~~f.  The mandatory Employee contribution is not "picked-up" by the Employer.

~~32. AFTER TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after tax voluntary Employee contributions NOT selected at Question 11.e.)~~

~~Matching after tax voluntary Employee contributions.~~ There are no Employer matching contributions on after tax voluntary Employee contributions unless elected below.

- a.  After tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.



**DISTRIBUTIONS**

**3331. FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a.  lump-sums
- b.  substantially equal installments
- c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)
- d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following ~~(e.g., partial is not permitted for death benefits;~~ (leave blank if no exceptions):
  - 1.  ~~\_\_\_\_\_~~ 1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)
- f.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

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

**Cash or property.** Distributions may be made in:

- g.  cash only, except for (select all that apply; leave blank if none apply):
  - 1.  insurance Contracts
  - 2.  annuity Contracts
  - 3.  Participant loans
  - 4.  all investments in an open brokerage window or similar arrangement
- h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
  - 1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i.  Joint and Survivor Annuity applicable as normal form of distribution. The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j.  Joint and Survivor Annuity rules apply based on Participant election. Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1.  The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k.  Required for all distributions. A Spouse must consent to all distributions (other than required minimum distributions).
- l.  Beneficiary designations. A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 4.  The one-year marriage rule applies.

**3432. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

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

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.

g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with [3432.f.](#) and [3432.h.](#)):

l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

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

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

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

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

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

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

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

[3533.](#) **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))

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

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

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

[3634.](#) **OTHER PERMITTED DISTRIBUTIONS** (select all that apply; leave blank if none apply)

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

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more): [\(options 2. - 5. may only be selected with Profit Sharing Plans\):](#)
  - 1.  Age. The Participant has reached: [\(select one\)](#)
    - a.  Normal Retirement Age

- b.  age 62
- e.  age \_\_\_\_\_
- c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
- d.  age \_\_\_\_\_ (may not be less than age 62 for Money Purchase Pension Plans)
- 2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
- 3.  the amounts being distributed have accumulated in the Plan for at least 2 years
- 4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. – a.3. or a Participant's disability.)

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

- 5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a ~~money purchase pension plan~~ Money Purchase Pension Plan are not permitted prior to age 62.

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

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer AccountPermitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a ~~money purchase pension plan~~ Money Purchase Pension Plan)
  - 5.  Mandatory Employee Contribution Account
  - 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations Regulation §1.401-1(b) and is not subject to Employer discretion)

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

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$ \_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations Regulation §1.401-1(b) and not be subject to Employer discretion).

**B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)**

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - ee.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a ~~money purchase pension plan~~ Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

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

- e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations Regulation §1.401-1(b) and not be subject to Employer discretion).

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

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than August 17, 2006)
  - b.  eliminated effective as of \_\_\_\_\_.

~~C. AGE 62 IN SERVICE DISTRIBUTIONS FOR TRANSFERRED MONEY PURCHASE ASSETS (Plan Section 6.15)~~

~~In service distributions at age 62 will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (applies only for Transfer Accounts from a money purchase pension plan):~~

~~g.  In service distributions will be allowed for Participants at age 62.~~

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

~~1.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).~~

~~**Limitations.** The following limitations apply to these in service distributions:~~

~~2.  The Plan already provides for in service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in service distributions at age 62.~~

~~3.  N/A (no limitations)~~

~~4.  The following elections apply to in service distributions at age 62 (select one or more):~~

~~a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).~~

~~b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.~~

~~c.  Distributions may only be made from Accounts which are fully Vested.~~

~~d.  In service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).~~

~~37. HEART ACT PROVISIONS (Plan Section 6.17)~~

~~**Continued benefit accruals:**~~

~~a.  Continued benefit accruals will NOT apply~~

~~b.  Continued benefit accruals will apply~~

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

~~e.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year)~~

~~**Distributions for deemed severance of employment**~~

~~d.  The Plan does NOT permit distributions for deemed severance of employment~~

~~e.  The Plan permits distributions for deemed severance of employment~~

~~**Special effective date** (may be left blank if same as Plan or Restatement Effective Date)~~

~~1.  \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)~~

**MISCELLANEOUS**

~~38~~35. LOANS TO PARTICIPANTS (Plan Section 7.64)

a.  New loans are NOT permitted.

b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

~~39~~36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

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

a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant

b.  Participants who are Former Employees

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

- c.  At any time
- d.  Only when the Participant is otherwise entitled to any distribution under the Plan

**PPA TRANSITION RULES**

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

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

~~40. WRERA RMD WAIVERS FOR 2009~~

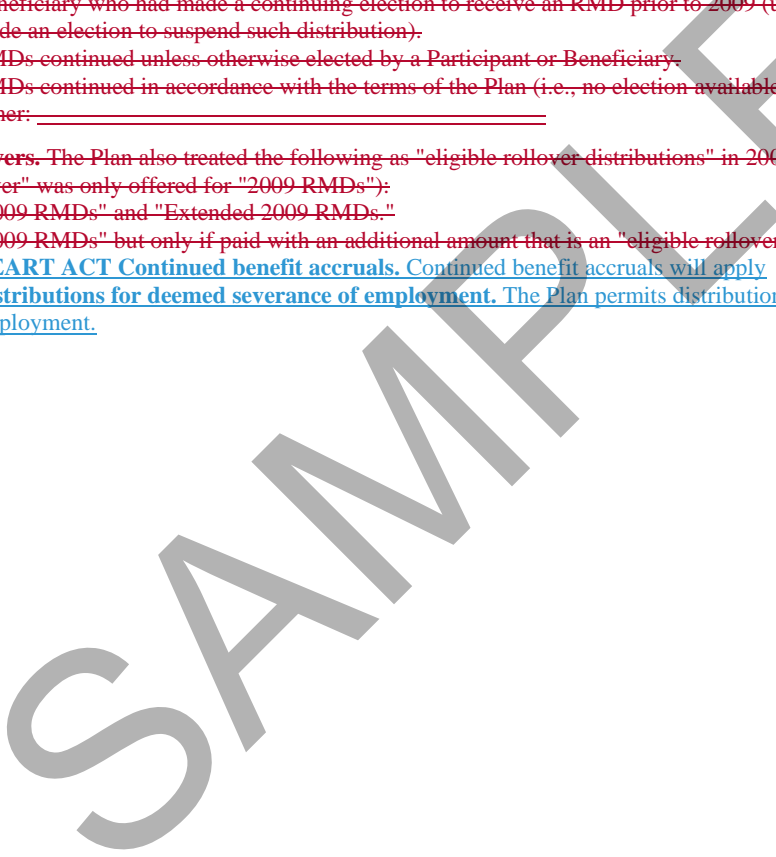
37. HEART ACT (Plan Section ~~6.8(f)~~4.11) (select one or more)

~~Suspension/continuation of RMDs.~~ Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

- a.  RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
- b.  RMDs continued unless otherwise elected by a Participant or Beneficiary.
- c.  RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
- d.  Other: \_\_\_\_\_

~~Direct rollovers.~~ The Plan also treated the following as "eligible rollover distributions" in 2009 (if no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

- e.  "2009 RMDs" and "Extended 2009 RMDs."
- f.  "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to
- a.  HEART ACT Continued benefit accruals. Continued benefit accruals will apply
- b.  Distributions for deemed severance of employment. The Plan permits distributions for deemed severance of employment.



Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401~~(a)(9)(H)~~.

41. ~~NON SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective as of the date is selected at a below:~~
- a. ~~[ ] Non-spousal rollovers are allowed effective \_\_\_\_\_ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)~~

SAMPLE

Non-Standardized Governmental 401(a) Plan

~~The of the Opinion Letter. An~~ adopting Employer may rely on ~~an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401~~ the Provider's IRS Opinion Letter only to the extent provided in Rev. Proc. ~~2011-49~~2017-41 or subsequent guidance. The Employer may not rely on the ~~advisory letter~~Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the ~~advisory letter issued with respect to the Plan~~Opinion Letter and in Rev. Proc. ~~2011-49~~2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, ~~application~~the Employer must apply for a determination letter ~~must be made~~ to Employee Plans Determinations of the ~~Internal Revenue Service~~IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #0903. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Non-Standardized Governmental ~~Volume Submitter~~ 401(a) Pre-Approved Plan #0903-001.

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

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

The Provider, \_\_\_\_\_ will notify the Employer of any ~~amendments made~~amendment to the ~~this Pre-approved~~ Plan or of ~~the any abandonment or discontinuance or abandonment by the Provider of their maintenance of this Pre-approved~~ Plan. ~~Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address.~~ In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: [name of Employer]

By: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

TRUSTEE (OR INSURER):

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

OR (add additional Trustee signature lines as necessary)

{name of Trustee}

---

---

TRUSTEE OR INSURER      DATE SIGNED

SAMPLE



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

**A. Special effective dates** (leave blank if not applicable):

- a.  **Special effective date(s):** \_\_\_\_\_ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance))

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

- a.  **No other permitted elections**

**The following elections apply** (select one or more):

- b.  **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.

~~ec.~~  **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan (select 1. or 2.)

1.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(~~de~~)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):

- ~~1a.~~  eligibility purposes  
~~2b.~~  vesting purposes

2.  **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)

- a.  all Break-in-Service rules set forth in such Sections.  
b.  only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)

- d.  **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(~~ef~~)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(~~ef~~), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).

~~e.~~  ~~**Common, collective or pooled trust funds** (Plan Sections 7.2(e)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): \_\_\_\_\_~~

e.  **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)

1.  **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)

- a.  joint and 100% survivor annuity  
b.  joint and 75% survivor annuity  
c.  joint and 66 2/3% survivor annuity

2.  **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)

- a.  100% of a Participant's interest in the Plan.  
b.  \_\_\_\_\_ % (may not be less than 50%) of a Participant's interest in the Plan.

- f.  **Limitation Year** (Plan Section 1.~~29~~30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.

- g.  **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(1)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:

1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_

- h.  **Recognition of Service with other employers** (Plan Sections 1.~~39~~40 and 1.~~54~~55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

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

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/~~13~~19)

i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

- 1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
- 2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. - d. ~~AND complete e.~~):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A). Must be definitely determinable.

**Vesting schedule**

e. ~~The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:~~

<del>Years (or Periods) of Service</del>	<del>Percentage</del>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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

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

The "required beginning date" for a Participant is:

- 1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
- 2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    - 1.  N/A (annuity distributions are not permitted)
    - 2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    - 3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The

option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:

1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

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

1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following:

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

l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.4950, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).

\_\_\_\_\_ (must be definitely determinable).

n.  ~~Permissible Trust (or Custodian) modifications.~~  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer ~~makes the~~ does not exclude Reclassified Employees subject to the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below): (leave blank if not applicable):

**NOTE:** Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1.  ~~Investments.~~ The Employer amends the Trust provisions relating to Trust investments as follows:

2.  ~~Duties.~~ The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3.  ~~Other administrative provisions.~~ The Employer amends the other administrative provisions of the Trust as follows:

o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.

1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).

2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_ (specify which provisions apply and/or modified)

p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)

In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)

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

1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.

2.  N/A (no limitations)

3.  The following elections apply to in-service distributions at age 62 (select one or more):

a.  The minimum amount of a distribution is \$ \_\_\_\_\_ (may not exceed \$1,000).

b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.

c.  Distributions may only be made from Accounts which are fully Vested.

d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).

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

SAMPLE