

**FIS BUSINESS SYSTEMS LLC
DEFINED CONTRIBUTION PROTOTYPE PLAN AND TRUST**

**ADOPTION AGREEMENT #002
STANDARDIZED PROFIT SHARING PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes a retirement plan and trust (collectively "Plan") under the FIS Business Systems LLC Defined Contribution Prototype Plan and Trust (basic plan document #11). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Prototype Plan and Trust provisions. This Adoption Agreement, the basic plan document and any attached Appendices or agreements permitted or referenced therein, constitute the Employer's entire plan and trust document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer (without altering the content of any existing printed text) may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document. *The Employer should complete this Adoption Agreement in a manner which is consistent with the restrictions contained in Rev. Proc. 2011-49 as applicable to Standardized Plans. For example, all benefits, rights and features must be currently available to all Participants, allocation compensation must be nondiscriminatory, the eligibility requirements for HCEs may not be more favorable than for NHCEs and certain other conditions and limitations apply. Failure to observe these restrictions may result in loss of reliance on the Plan's Opinion Letter.*

**ARTICLE I
DEFINITIONS**

1. EMPLOYER (1.24).

Name: _____
 Address: _____
 Phone number: _____
 Taxpayer Identification Number (TIN): _____
 E-mail (optional): _____
 Employer's Taxable Year (optional): _____

2. PLAN (1.42).

Name: _____
 Plan number: _____ (3-digit number for Form 5500 reporting)
 Trust EIN (optional): _____

3. PLAN/LIMITATION YEAR (1.44/1.34). Plan Year and Limitation Year mean the 12 consecutive month period (except for a short Plan/Limitation Year) ending every:

[Note: Complete any applicable blanks under Election 3 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., May 1, 2014.]

Plan Year (Choose one of (a) or (b). Choose (c) if applicable.):

- (a) ☐ **December 31.**
 (b) ☐ **Fiscal Plan Year:** ending: _____.
 (c) ☐ **Short Plan Year:** commencing: _____ and ending: _____.

Limitation Year (Choose one of (d) or (e). Choose (f) if applicable.):

- (d) ☐ **Generally same as Plan Year.** The Limitation Year is the same as the Plan Year except where the Plan Year is a short year in which event the Limitation Year is always a 12 month period, unless the short Plan Year (and short Limitation Year) result from a Plan amendment.
 (e) ☐ **Different Limitation Year:** ending: _____.
 (f) ☐ **Short Limitation Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.20).** The Employer's adoption of the Plan is a (Choose one of (a) or (b). Complete (c) if new plan OR complete (c) and (d) if an amendment and restatement. Choose (e) if applicable.):

(a) ☐ **New Plan.**

(b) ☐ **Restated Plan.**

PPA RESTATEMENT (leave blank if not applicable)

(1) ☐ This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes.

Initial Effective Date of Plan (enter date)

(c) ☐ _____ (hereinafter called the "Effective Date" unless 4(d) is entered below)

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

(d) ☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws if the Plan is a PPA Restatement.) (hereinafter called the "Effective Date")

[Note: See Section 1.54 for the definition of Restated Plan. If this Plan is a PPA Restatement, the PPA restatement Effective Date may be a current date (as the basic plan document supplies the Effective Dates of various PPA and other provisions) or may be a retroactive date. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan documents, do not have the Effective Date stated in this Election 4, indicate as such in the election where called for in Appendix A.]

(e) ☐ **Restatement of surviving and merging plans.** The Plan restates two (or more) plans (Complete 4(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable. Unless otherwise noted, the restated Effective Date with regard to a merging plan is the later of the date of the merger or the restated Effective Date of this Plan.):

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

[See the Note under Election 4(d) if this document is the merging plan's PPA restatement.]

(2) ☐ **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan (Complete a. and b. as applicable.):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

5. **TRUSTEE (1.67).** The Trustee executing this Adoption Agreement is (Choose one or more of (a), (b), or (c). Choose (d) if applicable.):

(a) ☐ **A discretionary Trustee.** See Section 8.02(A).

(b) ☐ **A nondiscretionary (directed) Trustee or Custodian.** See Section 8.02(B).

(c) ☐ **A Trustee under the:** _____ (specify name of trust), a separate trust agreement the Trustee has executed and that the IRS has approved for use with this Plan. Under this Election 5(c) the Trustee is not executing the Adoption Agreement and Article VIII of the basic plan document does not apply, except as indicated otherwise in the separate trust agreement. See Section 8.11(C).

(d) ☐ **Use of non-approved trust.** A Trustee under the: _____ (specify name of trust), a separate trust agreement the Trustee has executed for use with this Plan. Under this Election 5(d) the Trustee is not executing the Adoption Agreement and Article VIII of the basic plan document does not apply, except as indicated otherwise in the separate trust agreement. See Section 8.11(C). [Caution: Election 5(d) will result in the Plan losing reliance on its Opinion Letter and the Plan will be an individually designed plan.]

6. **CONTRIBUTION TYPES (1.12).** The selections made below should correspond with the selections made under Article III of this Adoption Agreement. (If this is a frozen Plan (i.e., all contributions have ceased), choose (a) only.):

Frozen Plan. See Sections 3.01(J) and 11.04.

(a) ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

(1) ☐ **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

[Note: Elections 20 through 21 and Elections 25 through 27 do not apply to any Plan Year in which the Plan is frozen.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan/Trust (*Choose one or more of (b) through (e).*):

- (b) ☐ **Nonelective.** See Sections 1.38 and 3.04 and Elections 20-21.
- (c) ☐ **Employee (after-tax).** See Section 3.09 and Election 25.
- (d) ☐ **Matching.** See Sections 1.35 and 3.03 and Election 25.
- (e) ☐ **Designated IRA.** See Section 3.12 and Election 26.

7. **DISABILITY (1.16).** Disability means (*Choose one of (a) or (b).*):

- (a) ☐ **Basic Plan.** Disability as defined in Section 1.16(A).
- (b) ☐ **Describe:** _____

[*Note: The Employer may elect an alternative definition of Disability for purposes of Plan distributions. However, the use of an alternative definition may result in loss of favorable tax treatment of the Disability distribution.*]

8. **EXCLUDED EMPLOYEES (1.22(D)).** The following Employees are not Eligible Employees but are Excluded Employees (*Choose one of (a) or (b).*):

- (a) ☐ **No Excluded Employees.** There are no additional excluded Employees under the Plan (*skip to Election 9*).
- (b) ☐ **Exclusions.** The following Employees are Excluded Employees (*Choose one or more of (1) through (3).*):
 - (1) ☐ **Collective Bargaining (union) Employees.** As described in Code §410(b)(3)(A). See Section 1.22(D)(1).
 - (2) ☐ **Non-Resident Aliens.** As described in Code §410(b)(3)(C). See Section 1.22(D)(2).
 - (3) ☐ **HCEs.** See Section 1.22(E).

9. **COMPENSATION (1.11(B)).** The following base Compensation (as adjusted under Elections 10 and 11) applies in allocating Employer Contributions (or the designated Contribution Type) (*Choose one or more of (a) through (d) and specify Contribution Type as applicable.*):

[*Note: For this Election 9 all definitions include Elective Deferrals unless excluded under Election 11. See Section 1.11(D). In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 9 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 Wages for other Plan definitions of Compensation if the Employer has elected W-2 Wages for any Contribution Type under Election 9. If the Employer has not elected W-2 Wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.*]

- (a) ☐ **W-2 Wages (plus Elective Deferrals).** See Section 1.11(B)(1).
- (b) ☐ **Code §3401 Federal Income Tax Withholding Wages (plus Elective Deferrals).** See Section 1.11(B)(2).
- (c) ☐ **415 Compensation (simplified).** See Section 1.11(B)(3).

[*Note: The Employer may elect an alternative "general 415 Compensation" definition by electing 9(c) and by electing the alternative definition in Appendix B. See Section 1.11(B)(4).*]

- (d) ☐ **Describe Compensation by Contribution Type:** _____

[*Note: Under Election 9(d), the Employer may elect Compensation from the elections available under Elections 9(a), (b), or (c), or a combination thereof as to a Contribution Type (e.g., W-2 Wages for Matching Contributions and 415 Compensation for Nonelective Contributions). Any Compensation elected must be nondiscriminatory under Treas. §1.414(s).*]

10. **PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)/(I)).** Compensation under Election 9:

Pre-Entry Compensation (*Choose one of (a) or (b).*):

- (a) ☐ **Plan Year.** Compensation for the entire Plan Year which includes the Participant's Entry Date.
- (b) ☐ **Participating Compensation.** Only Participating Compensation. See Section 1.11(H)(1).

[*Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.*]

- (c) ☐ **Describe Pre-Entry Compensation by Contribution Type:** _____

[*Note: Under Election 10(c), the Employer may elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Contribution Type (e.g., Participating Compensation for Matching Contributions, Plan Year Compensation for Nonelective Contributions). Any Compensation elected must be nondiscriminatory under Treas. §1.414(s).*]

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of (d) or (e).*):

[*Note: Under the basic plan document, if the Employer does not elect any adjustments, post-severance compensation includes regular pay, leave cashouts, and deferred compensation, and excludes military and disability continuation payments.*]

(d) ☐ **None.** The Plan includes post-severance regular pay, leave cashouts, and deferred compensation, and excludes post-severance military and disability continuation payments except as required under the basic plan document (*skip to Election 11*).

(e) ☐ **Adjustments.** The following adjustments to Post-Severance Compensation apply (*Choose one or more of (1) through (7).*):

(1) ☐ **Exclude All.** Exclude all Post-Severance Compensation.

[*Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation comprised of regular pay. See Section 4.05(F).*]

(2) ☐ **Regular Pay.** Exclude Post-Severance Compensation comprised of regular pay. See Section 1.11(I)(1)(a).

[*Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation comprised of regular pay. See Section 4.05(F).*]

(3) ☐ **Leave cash-out.** Exclude Post-Severance Compensation comprised of leave cash-out. See Section 1.11(I)(1)(b).

(4) ☐ **Deferred Compensation.** Exclude Post-Severance Compensation comprised of deferred compensation. See Section 1.11(I)(1)(c).

(5) ☐ **Salary continuation for military service.** Include Post-Severance Compensation comprised of salary continuation for military service. See Section 1.11(I)(2).

(6) ☐ **Salary continuation for disabled Participants.** Include Post-Severance Compensation comprised of salary continuation for disabled Participants. See Section 1.11(I)(3). (*Choose one of a. or b.*):

a. ☐ **For NHCEs only.**

b. ☐ **For all Participants.** The salary continuation will continue for the following fixed or determinable period:

_____ (*specify period*).

(7) ☐ **Describe Post-Severance Compensation by Contribution Type:** _____

[*Note: Under Election 10(e)(7), the Employer may elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Contribution Type (e.g., Include regular pay Post-Severance Compensation for Nonelective Contributions, no Post-Severance Compensation for Matching Contributions). Any Compensation elected must be nondiscriminatory under Treas. §1.414(s).*]

11. EXCLUDED COMPENSATION (1.11(G)). Apply the following Compensation exclusions to Elections 9 and 10 (*Choose one of (a) or (b).*):

(a) ☐ **No exclusions.** Compensation means Compensation as elected in Elections 9 and 10 (*skip to Election 12*).

(b) ☐ **Exclusions.** The following exclusions apply (*Choose one or more of (1) through (3).*):

(1) ☐ **Elective Deferrals.** See Section 1.21.

(2) ☐ **Fringe benefits.** As described in Treas. Reg. §1.414(s)-1(c)(3).

(3) ☐ **HCE Compensation exceeding \$_____.**

12. HOURS OF SERVICE (1.32). The Plan credits Hours of Service for the following purposes (and to the Employees described in Elections 12(d) or (e)) as follows (*Choose one or more of (a) through (e) as applicable.*):

	(1) All Purposes		(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) ☐ Actual Method. See Section 1.32(A)(1).	☐	OR	☐	☐	☐
(b) ☐ Equivalency Method: _____ (<i>e.g., daily, weekly, etc.</i>). See Section 1.32(A)(2).	☐	OR	☐	☐	☐
(c) ☐ Elapsed Time Method. See Section 1.32(A)(3).	☐	OR	☐	☐	☐
(d) ☐ Actual (hourly) and Equivalency (salaried). Actual Method for hourly paid Employees and Equivalency Method: _____ (<i>e.g., daily, weekly, etc.</i>) for salaried Employees.	☐	OR	☐	☐	☐

(e) ☐ **Describe method:** _____

[Note: Under Election 12(e), the Employer may describe Hours of Service from the elections available under Elections 12(a) through (d), or a combination thereof as to a Contribution Type.]

13. **ELECTIVE SERVICE CREDITING (1.59(C)).** The Plan must credit Related Employer Service under Section 1.24(C) and also must credit certain Predecessor Employer/Predecessor Plan Service under Section 1.59(B). The Plan also elects under Section 1.59(C) to credit as Service the following Predecessor Employer service (*Choose one of (a) or (b).*):

(a) ☐ **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b) ☐ **Applies.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (*Choose one or both of (1) and (2) as applicable. Complete (3). Choose (4) if applicable.*):

[Note: Any elective Service crediting under this Election 13 must be nondiscriminatory.]

- (1) ☐ **All purposes.** Credit as Service for all purposes, service with Predecessor Employer(s): _____
(insert as many names as needed).
- (2) ☐ **Designated purposes.** Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s):
- | | (1)
Eligibility | (2)
Vesting | (3)
Contribution Allocation |
|---------------------------|--------------------------|--------------------------|--------------------------------|
| a. Employer: _____ | ☐ | ☐ | ☐ |
| b. Employer: _____ | ☐ | ☐ | ☐ |
| c. Employer: _____ | ☐ | ☐ | ☐ |
- (3) **Time period.** Subject to any exceptions noted under Election 13(b)(4), the Plan credits as Service under Elections 13(b)(1) or (2) (*Choose one or more of a., b., and c. as applicable.*):
- a. ☐ **All.** All service, regardless of when rendered, but credit is limited to the 5-year period described in Section 1.59(D).
- b. ☐ **Service after.** All service, which is or was rendered after: _____ (*specify date*), but credit is limited to the 5-year period described in Section 1.59(D).
- c. ☐ **Service before.** All service, which is or was rendered before: _____ (*specify date*), but credit is limited to the 5-year period described in Section 1.59(D).
- (4) ☐ **Describe elective Predecessor Employer Service crediting:** _____
but credit is limited to the 5-year period described in Section 1.59(D).

[Note: Under Election 13(b)(4), the Employer may describe service crediting from the elections available under Elections 13(b)(1) through (3), or a combination thereof as to a Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Company applies only for purposes of Nonelective Contributions and not for Matching Contributions).]

ARTICLE II ELIGIBILITY REQUIREMENTS

14. **ELIGIBILITY (2.01).** To become a Participant in the Plan, an Eligible Employee must satisfy (*Choose one of (a) or (b).*):

- (a) ☐ **No conditions.** No eligibility conditions. Entry is on the Service Commencement Date (if that date is also an Entry Date), or if later, upon the next following Plan Entry Date (*skip to Election 16*).
- (b) ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of (1) through (7).*):
- (1) ☐ **Age** ____ (*not to exceed age 21*).
 - (2) ☐ **One Year of Service.** See Election 16(a).
 - (3) ☐ **Two Years of Service** (without an intervening Break in Service). 100% vesting is required.
 - (4) ☐ ____ **month(s)** (*not exceeding 24 months*). If more than 12 months, 100% vesting is required. Service need not be continuous (no minimum Hours of Service required, and is mere passage of time).

[Note: While satisfying a months of service condition without an Hours of Service requirement involves the mere passage of time, the Plan need not apply the Elapsed Time Method in Election 12(c) above, and still may elect the Actual Method in 12(a) above.]

- (5) ☐ ____ **month(s) with at least** ____ **Hours of Service in each month** (*not exceeding 24 months*). If more than 12 months, 100% vesting is required. If the Employee does not complete the designated Hours of Service each month during the specified monthly time period, the Employee is subject to the one Year of Service (or two Years of Service if elect

more than 12 months) requirement as defined in Election 16. The months during which the Employee completes the specified Hours of Service (*Choose one of a. or b.*):

- a. ☐ **Consecutive.** Must be consecutive.
 - b. ☐ **Not consecutive.** Need not be consecutive.
- (6) ☐ _____ **Hours of Service within the _____ time period following the Employee's Service Commencement Date** (*not exceeding 24 months*). If more than 12 months, 100% vesting is required. If the Employee does not complete the designated Hours of Service during the specified time period (if any), the Employee is subject to the one Year of Service (or two Years of Service if elect more than 12 months) requirement as defined in Election 16.

[*Note: The Employer may leave the time period option blank in Election 14(b)(6) if the Employer wishes to impose an Hour of Service requirement without specifying a time period within which an Employee must complete the required Hours of Service.*]

- (7) ☐ **Describe eligibility conditions:** _____

[*Note: The Employer may use Election 14(b)(7) to describe different eligibility conditions as to different Contribution Types (e.g., No eligibility requirements for Nonelective Contributions and one Year of Service as to Matching Contributions). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.*]

15. **SPECIAL ELIGIBILITY EFFECTIVE DATE (DUAL ELIGIBILITY) (2.01(E)).** The eligibility conditions of Election 14 and the entry date provisions of Election 17 apply uniformly to all Employees.

16. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (*Choose (a) and (b) as applicable.*):

[*Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition (including any requirement which defaults to such conditions under Elections 14(b)(5), (6), and (7)) or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete this Election 16. The Employer should not complete Election 16 if it elects the Elapsed Time Method for eligibility.*]

- (a) ☐ **Year of Service.** An Employee must complete _____ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article II. [*Note: The number may not exceed 1,000. If left blank, the requirement is 1,000 Hours of Service.*]
- (b) ☐ **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C)(2), the Plan measures Subsequent Eligibility Computation Periods as (*Choose one of (1) or (2).*):
 - (1) ☐ **Plan Year.** The Plan Year beginning with the Plan Year which includes the first anniversary of the Employee's Service Commencement Date.
 - (2) ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[*Note: To maximize delayed entry under a two Years of Service condition, the Employer should elect to remain on the Anniversary Year for such contributions.*]

17. **ENTRY DATE (2.02(D)).** Entry Date means the Effective Date and (*Choose one or more of (a) through (g).*):

- (a) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (b) ☐ **First day of Plan Year.**
- (c) ☐ **First day of each Plan Year quarter.**
- (d) ☐ **The first day of each month.**
- (e) ☐ **Immediate.** Upon Service Commencement Date or if later, upon satisfaction of eligibility conditions.
- (f) ☐ **First day of each payroll period.**
- (g) ☐ **Describe Entry Date(s):** _____

[*Note: Under Election 17(g), the Employer may describe Entry Dates from the elections available under Elections 17(a) through (f), or a combination thereof as to a Contribution Type or may elect additional Entry Dates (e.g., Immediate as to Nonelective Contributions and semi-annual as to Matching Contributions OR The earlier of the Plan's semi-annual Entry Dates or the entry dates under the Employer's medical plan). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.*]

18. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Employee after satisfying the eligibility conditions in Election 14 will become a Participant (unless an Excluded Employee under Election 8) on the Entry Date (if employed on that date) (*Choose one or more of (a) through (f).*):

[*Note: Unless otherwise excluded under Election 8, an Employee who remains employed by the Employer on the relevant date must become a Participant by the earlier of: (i) the first day of the Plan Year beginning after the date the Employee completes the age and service requirements of Code §410(a); or (ii) 6 months after the date the Employee completes those requirements.*]

- (a) ☐ **Immediately following or coincident with** the date the Employee completes the eligibility conditions.
- (b) ☐ **Immediately following** the date the Employee completes the eligibility conditions.
- (c) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (d) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
- (e) ☐ **Nearest** the date the Employee completes the eligibility conditions.
- (f) ☐ **Describe retroactive/prospective entry relative to Entry Date:** _____

[Note: Under Election 18(f), the Employer may describe the timing of entry relative to an Entry Date from the elections available under Elections 18(a) through (e) as to a Contribution Type (e.g., Nearest as to Nonelective Contributions and immediately following as to Matching Contributions). Eligibility requirements must satisfy Code §410(a) and must apply uniformly to all Employees.]

19. **BREAK IN SERVICE - PARTICIPATION (2.03).** The one year hold-out rule described in Section 2.03(C) (Choose one of (a), (b), or (c).):

- (a) ☐ **Does not apply.**
- (b) ☐ **Applies.** Applies to the Plan and to all Participants.
- (c) ☐ **Limited application.** Applies to the Plan, but only to a Participant who has incurred a Separation from Service.

[Note: The Plan does not apply the rule of parity under Code §410(a)(5)(D) unless the Employer in Appendix B specifies otherwise. See Section 2.03(D).]

ARTICLE III PLAN CONTRIBUTIONS AND FORFEITURES

20. **NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT) (3.04(A)).** The Employer Nonelective Contributions under Election 6(b) are subject to the following additional elections as to type and amount (Choose one or both of (a) and (b) as applicable.):

- (a) ☐ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☐ **Fixed.** (Choose one or more of (1) through (3) as applicable.):
 - (1) ☐ **Uniform %.** _____ % of each Participant's Compensation, per _____ (e.g., Plan Year, month).
 - (2) ☐ **Fixed dollar amount.** \$_____, per _____ (e.g., Plan Year, month, HOS, per Participant per month).
 - (3) ☐ **Describe:** _____
(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 20(b)(3) may specify any Fixed Nonelective Contribution formula not described under Elections 20(b)(1) or (2) (e.g., For each Plan Year, 2% of net profits exceeding \$50,000.).]

21. **NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)).** The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (Choose one or more of (a), (b), and (c) as applicable.):

- (a) ☐ **Pro rata.** As a uniform percentage of Participant Compensation.
- (b) ☐ **Permitted disparity.** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the following permitted disparity formula and definition of "Excess Compensation" apply (Complete (1) and (2).):
 - (1) **Formula** (Choose one of a., b., or c.):
 - a. ☐ **Two-tiered.**
 - b. ☐ **Four-tiered.**
 - c. ☐ **Two-tiered,** except that the four-tiered formula will apply in any Plan Year for which the Plan is top-heavy.
 - (2) **Excess Compensation.** For purposes of Section 3.04(B)(2), "Excess Compensation" means Compensation in excess of the integration level provided below (Choose one of a. or b.):

- a. ☐ **Percentage amount.** _____% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$_____ (not exceeding the Taxable Wage Base).
- b. ☐ **Dollar amount.** The following amount: \$_____ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).
- (c) ☐ **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 20(b) in accordance with the contribution formula the Employer adopts under that Election.

[Note: Any allocation under Election 21(c) must be a design-based safe harbor allocation under Treas. Reg. §1.401(a)(4)-2(b)(2) and (4) or must result in the same or a lower allocation rate to all HCEs versus any NHCEs.]

22. **ALLOCATION CONDITIONS (3.06(B)/(C)).** The Plan does not apply any allocation conditions to: (i) Employee Contributions; (ii) Rollover Contributions; or (iii) Designated IRA Contributions. To receive an allocation of Nonelective Contributions, Matching Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose one of (a) or (b).):

- (a) ☐ **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.
- (b) ☐ **501 HOS/terminees** (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).

23. **ALLOCATION CONDITIONS - APPLICATION/WAIVER/SUSPENSION (3.06(D)/(F)).** Under Section 3.06(D), in the event of Separation from Service as described below, apply or do not apply Election 22(b) allocation conditions to the specified contributions/forfeitures as follows (If the Employer elects 22(b), the Employer must complete Election 23. Choose one of (a) or (b).):

- (a) ☐ **Total waiver or application.** If a Participant incurs a Separation from Service on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (Choose one of (1) or (2).):
- (1) ☐ **Do not apply.** Do not apply elected allocation conditions to Nonelective Contributions, to Matching Contributions or to forfeitures.
- (2) ☐ **Apply.** Apply elected allocation conditions to Nonelective Contributions, to Matching Contributions and to forfeitures.
- (b) ☐ **Application/waiver as to events.** If a Participant incurs a Separation from Service, apply allocation conditions *except* such conditions are waived if Separation from Service is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified (Choose one or more of (1) through (4).):
- (1) ☐ **Death.**
- (2) ☐ **Disability.**
- (3) ☐ **Normal Retirement Age.**
- (4) ☐ **Early Retirement Age.**

24. **FORFEITURE ALLOCATION METHOD (3.07).** (Choose one or more of (a) through (f) as applicable. Choose (e) only in conjunction with at least one other election.):

[Note: Even if the Employer elects immediate vesting, the Employer should complete Election 24. See Section 7.07.]

- (a) ☐ **Additional Nonelective.** Allocate as additional Discretionary Nonelective Contribution.
- (b) ☐ **Additional Match.** Allocate as additional Matching Contribution.
- (c) ☐ **Reduce Nonelective.** Apply to Nonelective Contribution.
- (d) ☐ **Reduce Match.** Apply to Matching Contribution.
- (e) ☐ **Plan expenses.** Pay reasonable Plan expenses. (See Section 7.04(C).)
- (f) ☐ **Describe:** _____

(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)

[Note: Any allocation under Election 24(f) must be a design-based safe harbor allocation under Treas. Reg. §1.401(a)(4)-2(b)(2) and (4) or must result in the same or a lower allocation rate to all HCEs versus any NHCEs.]

25. **EMPLOYEE (AFTER-TAX) AND MATCHING CONTRIBUTIONS (3.09).** The following additional elections apply to Employee Contributions under Election 6(c) and to Matching Contributions under Election 6(d), if any. (Choose one or both of (a) and (b) if applicable.):

- (a) ☐ **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: _____

[Note: Any designated limitation(s) must be the same for all Participants and must be definitely determinable (e.g., Employee Contributions may not exceed the lesser of \$5,000 dollars or 10% of Compensation for the Plan Year and/or Employee Contributions may not be less than \$50 or 2% of Compensation per payroll period).]

- (b) ☐ **Apply Matching Contribution.** For each Plan Year, the Employer's Matching Contribution made as to Employee Contributions is: _____

[Note: The Employer Matching Contribution formula must be the same for all Participants and must be definitely determinable (e.g., A fixed Matching Contribution equal to 50% of Employee Contributions not exceeding 6% of Plan Year Compensation or A Discretionary Matching Contribution based on Employee Contributions).]

26. **DESIGNATED IRA CONTRIBUTIONS (3.12).** Under Election 6(e), a Participant may make Designated IRA Contributions. (Complete (a) and (b).):

- (a) **Type of IRA contribution.** A Participant's Designated IRA Contributions will be (Choose one of (1), (2), or (3).):
- (1) ☐ **Traditional.**
 - (2) ☐ **Roth.**
 - (3) ☐ **Traditional/Roth.** As the Participant elects at the time of contribution.
- (b) **Type of Account.** A Participant's Designated IRA Contributions will be held in the following form of Account(s) (Choose one of (1), (2), or (3).):
- (1) ☐ **IRA.**
 - (2) ☐ **Individual Retirement Annuity.**
 - (3) ☐ **IRA/Individual Retirement Annuity.** As the Participant elects at the time of contribution.

ARTICLE IV LIMITATIONS AND TESTING

27. **ANNUAL TESTING ELECTIONS (4.06(B)).** The Employer makes the following Plan specific annual testing elections under Section 4.06(B). (Complete (a) and (b) as applicable.):

- (a) **Nondiscrimination testing.** (Choose one or more of (1) and (2).):
- (1) ☐ **No ACP test.** The Plan does not permit Employee Contributions or Matching Contributions.
 - (2) ☐ **ACP test.** The Plan permits Employee Contributions and may also permit Matching Contributions. The following testing method applies (Choose one of a. or b.):
 - a. ☐ **Current Year Testing.**
 - b. ☐ **Prior Year Testing.**
- (b) ☐ **HCE determination.** The Top-Paid Group election and the calendar year data election are not used unless elected below (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **Top-paid group election applies.**
 - (2) ☐ **Calendar year data election (fiscal year Plan only) applies.**

ARTICLE V VESTING REQUIREMENTS

28. **NORMAL RETIREMENT AGE (5.01).** A Participant attains Normal Retirement Age under the Plan on the following date (Choose one of (a) or (b).):

- (a) ☐ **Specific age.** The date the Participant attains age _____. [Note: The age may not exceed age 65.]
- (b) ☐ **Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan. [Note: The age may not exceed age 65 and the anniversary may not exceed the 5th.]

29. **EARLY RETIREMENT AGE (5.01).** (Choose one of (a) or (b).):

- (a) ☐ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (b) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age ____; (ii) the date a Participant reaches his/her _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii), and (iii) which are not applicable.]

"Years of Service" under this Election 29 means (Choose one of (1) or (2) as applicable.):

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 16.

- (2) ☐ **Vesting.** Years of Service for vesting in Elections 32 and 33.

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution. However, a Participant becomes 100% vested at Early Retirement Age.]

30. **ACCELERATION ON DEATH OR DISABILITY (5.02).** Under Section 5.02, if a Participant incurs a Separation from Service as a result of death or Disability (Choose one of (a), (b), or (c).):

- (a) ☐ **Applies.** Apply 100% vesting.
- (b) ☐ **Not applicable.** Do not apply 100% vesting. The Participant's vesting is in accordance with the applicable Plan vesting schedule.
- (c) ☐ **Limited application.** Apply 100% vesting, but only if a Participant incurs a Separation from Service as a result of (Choose one of (1) or (2).):
- (1) ☐ **Death.**
- (2) ☐ **Disability.**

31. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in his/her Accounts attributable to: (i) Employee Contributions; (ii) Rollover Contributions; (iii) DEC's; and (iv) Designated IRA Contributions. The following vesting schedule applies to Nonelective Contributions and to Matching Contributions. (Choose (a) or choose one or both of (b) and (c) as applicable.):

- (a) ☐ **Immediate vesting.** 100% Vested at all times.

[Note: If the Employer elects immediate vesting under 31(a), the Employer should not complete the balance of Election 31 or Elections 32 and 33 (except as noted therein). The Employer must elect 31(a) if the eligibility Service condition under Election 14 as to all Contribution Types exceeds one Year of Service or more than 12 months.]

- (b) ☐ **Vesting schedules:** Apply the following vesting schedule (Choose one of (1) through (5).):

- (1) ☐ **6-year graded.**
- (2) ☐ **3-year cliff.**
- (3) ☐ **Modified schedule:**

<u>Years of Service</u>	<u>Vested %</u>
Less than 1	a. _____
1	b. _____
2	c. _____
3	d. _____
4	e. _____
5	f. _____
6 or more	100%

- (4) ☐ **2-year cliff.**
- (5) ☐ **Modified 2-year schedule:**

<u>Years of Service</u>	<u>Vested %</u>
Less than 1	a. _____
1	b. _____
2	100%

[Note: If the Employer does not elect 31(a), the Employer under 31(b) must elect one of the specified alternative vesting schedules. The modified top-heavy schedule of Election 31(b)(3) must satisfy Code §411(a)(2)(B). If the Plan's Effective Date is before January 1, 2007, the Employer may wish to complete the override elections in Appendix B relating to the application of non-top-heavy vesting.]

- (c) ☐ **Special vesting provisions:** _____

[Note: The Employer under Election 31(c) may describe special vesting provisions from the elections available under Election 31 and/or a combination thereof as to a Contribution Type (e.g., Full vesting applies as to Discretionary Nonelective Contributions. 6-year graded vesting applies to Fixed Nonelective Contributions). Any special vesting provision must satisfy Code §411(a) and must be nondiscriminatory.]

32. **YEAR OF SERVICE - VESTING (5.05).** (Complete both (a) and (b).):

[Note: If the Employer elects the Elapsed Time Method for vesting the Employer should not complete this Election 32. If the Employer elects immediate vesting, the Employer should not complete Election 32 or Election 33 unless it elects to apply a Year of Service for vesting under any other Adoption Agreement election.]

- (a) **Year of Service.** An Employee must complete at least _____ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article V. [Note: The number may not exceed 1,000. If left blank, the requirement is 1,000.]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period (*Choose one of (1) or (2).*):

- (1) ☐ **Plan Year.**
- (2) ☐ **Anniversary Year.**

33. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** (*Choose (a) or (b).*):

- (a) ☐ **None.** None other than as specified in Section 5.05(C)(1).
- (b) ☐ **Exclusions.** The Plan excludes the following Years of Service for purposes of vesting (*Choose one or more of (1) through (4).*):
 - (1) ☐ **Age 18.** Any Year of Service before the Vesting Computation Period during which the Participant attained the age of 18.
 - (2) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
 - (3) ☐ **Rule of Parity.** Any Year of Service excluded under the rule of parity. See Plan Section 5.06(C).
 - (4) ☐ **Additional exclusions.** The following Years of Service: _____

[*Note: The Employer under Election 33(b)(4) may describe vesting service exclusions provisions available under Election 33 and/or a combination thereof as to a Contribution Type (e.g., No exclusions apply as to Discretionary Nonelective Contributions. The age 18 exclusion applies to Fixed Nonelective Contributions). Any exclusion specified under Election 33(b)(4) must comply with Code §411(a)(4). Any exclusion must be nondiscriminatory.*]

ARTICLE VI DISTRIBUTION OF ACCOUNT BALANCE

34. **MANDATORY DISTRIBUTION (6.01(A)(1)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Separation from Service, as follows (*Choose one of (a) or (b). Choose (c) if applicable.*):

- (a) ☐ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution following Separation from Service.
- (b) ☐ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Separation from Service. (*Complete (1) and (2). Choose (3) unless the Employer elects to limit Mandatory Distributions to \$1,000 including Rollover Contributions under Elections 34(b)(1)b. and 34(b)(2)b.*):
 - (1) **Amount limit.** As to a Participant who incurs a Separation from Service and who will receive distribution before attaining the later of age 62 or Normal Retirement Age, the Mandatory Distribution maximum amount is equal to (*Choose one of a., b., or c.*):
 - a. ☐ **\$5,000.**
 - b. ☐ **\$1,000.**
 - c. ☐ **Specify amount:** \$_____ (*may not exceed \$5,000*).

[*Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see election 44(g)(6) in Appendix B.*]
 - (2) **Application of Rollovers to amount limit.** In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 34(b)(1), the Plan (*Choose one of a. or b.*):
 - a. ☐ **Disregards Rollover Contribution Account.**
 - b. ☐ **Includes Rollover Contribution Account.**
 - (3) ☐ **Amount of Mandatory Distribution subject to Automatic Rollover.** A Mandatory Distribution to a Participant before attaining the later of age 62 or Normal Retirement Age is subject to Automatic Rollover under Section 6.08(D) (*Choose one of a. or b.*):
 - a. ☐ **Only if exceeds \$1,000.** Only if the amount of the Mandatory Distribution exceeds \$1,000, which for this purpose must include any Rollover Contributions Account.
 - b. ☐ **Specify lesser amount.** Only if the amount of the Mandatory Distribution is at least: \$_____ (*specify \$1,000 or less*), which for this purpose must include any Rollover Contributions Account.
- (c) ☐ **Required distribution at Normal Retirement Age.** A severed Participant may not elect to delay distribution beyond the later of age 62 or Normal Retirement Age.

35. **SEPARATION DISTRIBUTION TIMING (6.01).** Subject to the timing limitations of Section 6.01(A)(1) in the case of a Mandatory Distribution, or in the case of any Distribution Requiring Consent under Section 6.01(A)(2), for which consent is received, the Plan Administrator will instruct the Trustee to distribute a Participant's Vested Account Balance as soon as is administratively practical following the time specified below (*Choose one or more of (a) through (i) as applicable; choose (j) if applicable.*):

[Note: If a Participant dies after Separation from Service but before receiving distribution of all of his/her Account, the elections under this Election 35 no longer apply. See Section 6.01(B) and Election 39.]

	(1) Mandatory Distribution	(2) Distribution Requiring Consent
(a) ☐ Immediate. Immediately following Separation from Service.	☐	☐
(b) ☐ Next Valuation Date. After the next Valuation Date following Separation from Service.	☐	☐
(c) ☐ Plan Year. In the _____ Plan Year following Separation from Service (<i>e.g., next or fifth</i>).	☐	☐
(d) ☐ Plan Year quarter. In the _____ Plan Year quarter following Separation from Service (<i>e.g., next or fifth</i>).	☐	☐
(e) ☐ Contribution Type Accounts. _____ (<i>specify timing</i>) as to the Participant's _____ Account(s) and _____ (<i>specify timing</i>) as to the Participant's _____ Account(s) (<i>e.g., As soon as is practical following Separation from Service as to the Participant's Employee Contribution Account and as soon as is practical in the next Plan Year following Separation from Service as to the Participant's Nonelective and Matching Accounts</i>).	☐	☐
(f) ☐ Vesting controlled timing. If the Participant's total Vested Account Balance exceeds \$_____, distribute _____ (<i>specify timing</i>) and if the Participant's total Vested Account Balance does not exceed \$_____, distribute _____ (<i>specify timing</i>).	☐	☐
(g) ☐ Distribute at Normal Retirement Age. As to a Mandatory Distribution, distribute not later than 60 days after the beginning of the Plan Year following the Plan Year in which the previously separated Participant attains the earlier of Normal Retirement Age or age 65. [Note: An election under column (2) only will have effect if the Plan's NRA is less than age 62.]	☐	☐
(h) ☐ No buy-back/vesting controlled timing. Distribute as soon as is practical following Separation from Service if the Participant is fully Vested. Distribute as soon as is practical following a Forfeiture Break in Service if the Participant is not fully Vested.	N/A	☐
(i) ☐ Describe Separation from Service distribution timing: _____		

[Note: The Employer under Election 35(i) may describe Separation from Service distribution timing provisions from the elections available under Election 35 and/or a combination thereof as to any: (i) Contribution Type (*e.g., Immediate distribution after Separation from Service applies as to Matching Contribution Accounts and distribution after the next Valuation Date following Separation from Service applies to Nonelective Contribution Accounts*); and/or (ii) merged plan account now held in the Plan (*e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan*). An Employer's election under Election 35(i) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) comply with Code §401(a)(14) timing requirements; (iv) be the same for all Participants; and (v) preserve Protected Benefits as required.]

(j) ☐ **Acceleration.** Notwithstanding any later specified distribution date in Election 35, a Participant may elect an earlier distribution following Separation from Service (*Choose (1) and (2) as applicable.*):

(1) ☐ **Disability.** If Separation from Service is on account of Disability or if the Participant incurs a Disability following Separation from Service.

(2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(B) following Separation from Service.

36. **IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(C)).** A Participant may elect an In-Service Distribution of the Nonelective Contribution and Matching Contribution Accounts based on any of the following events in accordance with Section 6.01(C) (*Choose one of (a) or (b).*):

[*Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.*]

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to any of the following (if applicable): (i) RMDs under Section 6.02; (ii) Protected Benefits; and (iii) Designated IRA Contributions. Also see Section 6.01(C)(4)(e) with regard to Rollover Contributions, Employee Contributions and DEC's.
- (b) ☐ **Permitted.** In-Service Distributions are permitted as follows (*Choose one or more of (1) through (7).*):
- (1) ☐ **Age** ____.
 - (2) ☐ **Hardship** (*Choose one of a. or b.*):
 - a. ☐ **Hardship (safe harbor).** See Section 6.07(A).
 - b. ☐ **Hardship (non-safe harbor).** See Section 6.07(B).
 - (3) ☐ **Disability.**
 - (4) ☐ ____ **year contributions.** (*specify minimum of two years*) See Section 6.01(C)(4)(a)(i).
 - (5) ☐ ____ **months of participation.** (*specify minimum of 60 months*) See Section 6.01(C)(4)(a)(ii).
 - (6) ☐ **Deemed Severance Distribution.** See Section 6.11.
 - (7) ☐ **Describe:** _____

[*Note: The Employer under Election 36(b)(7) may describe In-Service Distribution provisions from the elections available under Election 36 and/or a combination thereof as to any: (i) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 36(b)(7) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be the same for all Participants; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Sections 6.01(C)(4) and 11.02(C)(3).*]

37. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(C)).** The following additional conditions apply to In-Service Distributions under Election 36(b) (*Choose one of (a) or (b).*):

- (a) ☐ **Additional conditions.** (*Choose one or more of (1) through (3) as applicable.*):
- (1) ☐ **100% vesting required.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (*Choose one or more of a. or b.*):
 - a. ☐ **Hardship distributions.** Distributions based on hardship.
 - b. ☐ **Other In-Service.** In-Service distributions other than distributions based on hardship.
 - (2) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$____ (*specify amount not exceeding \$1,000*).
 - (3) ☐ **Describe other conditions:** _____

[*Note: An Employer's election under Election 37(a)(3) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be the same for all Participants; and (v) not permit an "early" distribution of any Restricted Pension Accounts. See Section 6.01(C)(4).*]

- (b) ☐ **No other conditions.** A Participant may elect to receive an In-Service Distribution upon any Election 36(b) event without further condition, provided that the amount distributed may not exceed the Vested amount in the distributing Account.

38. **POST-SEPARATION AND LIFETIME RMD DISTRIBUTION METHODS (6.03).** A Participant whose Vested Account Balance exceeds \$5,000 (or any lesser amount elected in Appendix B, Election 44(g)(6)): (i) who has incurred a Separation from Service and will receive a distribution; or (ii) who remains employed but who must receive lifetime RMDs, may elect distribution under one of the following method(s) of distribution described in Section 6.03 and subject to any Section 6.03 limitations. (*Choose one or more of (a) through (f) as applicable.*):

[*Note: If a Participant dies after Separation from Service but before receiving distribution of all of his/her Account, the elections under this Election 38 no longer apply. See Section 6.01(B) and Election 39.*]

- (a) ☐ **Lump-Sum.** See Section 6.03(A)(3).

- (b) ☐ **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount. See Sections 6.02(A) and 6.03(A)(4)(a).
- (c) ☐ **Installments.** See Section 6.03(A)(4).
- (d) ☐ **Alternative Annuity:** _____
See Section 6.03(A)(5).

[Note: Under a Plan which is subject to the joint and survivor annuity distribution requirements of Section 6.04 (Election 40(b)), the Employer may elect under 38(d) to offer one or more additional annuities (Alternative Annuity) to the Plan's QJSA, QPSA or QOSA. If the Employer elects under Election 40(a) to exempt Exempt Participants from the joint and survivor annuity requirements, the Employer should not elect to provide an Alternative Annuity under 38(d).]

- (e) ☐ **Ad-Hoc distributions.** See Section 6.03(A)(6).

[Note: If an Employer elects to permit Ad-Hoc distributions the option must be available to all Participants.]

- (f) ☐ **Describe distribution method(s):** _____

[Note: The Employer under Election 38(f) may describe Separation from Service distribution methods from the elections available under Election 38 and/or a combination thereof as to any: (i) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (ii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 38(f) must: (i) be objectively determinable; (ii) not be subject to Employer, Plan Administrator or Trustee discretion; (iii) be the same for all Participants; and (iv) preserve Protected Benefits as required.]

39. BENEFICIARY DISTRIBUTION ELECTIONS (6.01(B)). Distributions following a Participant's death will be made as follows (Choose one of (a), (b), or (c); choose (d) if applicable.):

- (a) ☐ **Immediate.** As soon as practical following the Participant's death.
- (b) ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
- (c) ☐ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 6.02.
- (d) ☐ **Describe:** _____

[Note: The Employer under Election 39(d) may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under election 39(c), or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 39(d) must require distribution to commence no later than the Section 6.02 required date.]

40. JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04). The joint and survivor annuity distribution requirements of Section 6.04 (Choose one of (a) or (b).):

- (a) ☐ **Profit sharing exception.** Do not apply to an Exempt Participant, as described in Section 6.04(G)(1), but apply to any other Participants (or to a portion of their Account as described in Section 6.04(G)) (Complete (I).):
- (1) **One-year marriage rule.** Under Section 7.05(A)(3) relating to an Exempt Participant's Beneficiary designation under the profit sharing exception (Choose one of a. or b.):
- a. ☐ **Applies.** The one-year marriage rule applies.
- b. ☐ **Does not apply.** The one-year marriage rule does not apply.
- (b) ☐ **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants (Complete (I).):
- (1) **One-year marriage rule.** Under Section 6.04(B) relating to the QPSA (Choose one of a. or b.):
- a. ☐ **Applies.** The one-year marriage rule applies.
- b. ☐ **Does not apply.** The one-year marriage rule does not apply.

ARTICLE VII ADMINISTRATIVE PROVISIONS

41. ALLOCATION OF EARNINGS (7.04(B)). For each Contribution Type provided under the Plan, the Plan allocates Earnings using the following method (Choose one or more of (a) through (f) as applicable.):

[Note: Elections under Election 41 include Nonelective Contributions, Employee Contributions, Matching Contributions, Rollover Contributions, Transfers, DEC's and Designated IRA Contributions, unless described otherwise in Election 41(f).]

- (a) ☐ **Daily.** See Section 7.04(B)(4)(a).

- (b) ☐ **Balance forward.** See Section 7.04(B)(4)(b).
- (c) ☐ **Balance forward with adjustment.** See Section 7.04(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- (d) ☐ **Weighted average.** See Section 7.04(B)(4)(d). If not a monthly weighting period, the weighting period is: _____.
- (e) ☐ **Participant-Directed Account method.** See Section 7.04(B)(4)(e).
- (f) ☐ **Describe Earnings allocation method:** _____

[Note: The Employer under Election 41(f) may describe Earnings allocation methods from the elections available under Election 41 and/or a combination thereof as to any: (i) Contribution Type (e.g., Daily applies as to Nonelective Contribution Accounts. Participant-Directed Account applies to Matching Contribution Accounts); (ii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be subject to Earnings allocation in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 41(f) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) be nondiscriminatory.]

ARTICLE VIII TRUSTEE AND CUSTODIAN, POWERS AND DUTIES

42. **VALUATION OF TRUST (8.02(C)(4)).** In addition to the last day of the Plan Year, the Trustee (or Named Fiduciary as applicable) must value the Trust Fund on the following Valuation Date(s) (*Choose one or more of (a) through (d).*):

[Note: Elections under Election 42 include Nonelective Contributions, Employee Contributions, Matching Contributions, Rollover Contributions, Transfers, DEC's and Designated IRA Contributions, unless described otherwise in Election 42(d).]

- (a) ☐ **No additional Valuation Dates.**
- (b) ☐ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee is conducting business.
- (c) ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.
- (d) ☐ **Specified Valuation Dates:** _____

[Note: The Employer under Election 42(d) may describe Valuation Dates from the elections available under Election 42 and/or a combination thereof as to any: (i) Contribution Type (e.g., No additional Valuation Dates apply as to Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Matching Contribution Accounts); (ii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be subject to Trust valuation in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 42(d) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) be nondiscriminatory.]

EXECUTION PAGE

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

Employer: _____

Date: _____

Signed: _____

[print name/title]

The Trustee (and Custodian, if applicable), by executing this Adoption Agreement, hereby accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Prototype Plan and Trust. If the Employer under Elections 5(c) or 5(d) will use a separate Trust, the Trustee need not execute this Adoption Agreement.

Discretionary Trustee(s): _____

Date: _____

Signed: _____

[print name/title]

Nondiscretionary Trustee(s): _____

Date: _____

Signed: _____

[print name/title]

Custodian(s) (Optional): _____

Date: _____

Signed: _____

[print name/title]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

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.]

Prototype Plan Sponsor. The Prototype Plan Sponsor identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Prototype Plan or of any abandonment or discontinuance by the Prototype Plan Sponsor of its maintenance of this Prototype Plan. For inquiries regarding the adoption of the Prototype Plan, the Prototype Plan Sponsor's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Prototype Plan Sponsor, please contact the Prototype Plan Sponsor at the following address and telephone number: _____.

Reliance on Sponsor Opinion Letter. The Prototype Plan Sponsor has obtained from the IRS an Opinion Letter specifying the form of this Adoption Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Prototype Sponsor's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

43. **SPECIAL EFFECTIVE DATES (1.20).** The Employer elects or does not elect Appendix A special Effective Date(s) as follows.
(Choose (a) or one or more of (b) through (p) as applicable.):

[Note: If the Employer elects 43(a), do not complete the balance of this Election 43.]

(a) ☐ **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 4. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s); or (ii) the Restated Plan's general Effective Date under Election 4, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

(b) ☐ **Trustee (1.67).** The Trustee provisions under Election 5 or Appendix C are effective: _____.

(c) ☐ **Contribution Types (1.12).** The Contribution Types under Election(s) 6 _____ are effective: _____.

(d) ☐ **Excluded Employees (1.22(D)).** The Excluded Employee provisions under Election(s) 8 _____ are effective: _____.

(e) ☐ **Compensation (1.11).** The Compensation definition under Election(s) _____ *(specify 9-11 as applicable)* are effective: _____.

(f) ☐ **Hour of Service/Elective Service Crediting (1.32/1.59(C)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ *(specify 12-13 as applicable)* are effective: _____.

(g) ☐ **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ *(specify 14-19 as applicable)* are effective: _____.

(h) ☐ **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ *(specify 20-21 as applicable)* are effective: _____.

(i) ☐ **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ *(specify 22-23 as applicable)* are effective: _____.

(j) ☐ **Forfeitures (3.07).** The forfeiture allocation provisions under Election(s) 24 _____ are effective: _____.

(k) ☐ **Employee Contributions (3.09).** The Employee Contribution provisions under Election(s) 25 _____ are effective: _____.

(l) ☐ **Testing elections (4.06(B)).** The testing elections under Election(s) 27 _____ are effective: _____.

(m) ☐ **Vesting (5.03).** The vesting provisions under Election(s) _____ *(specify 28-33 as applicable)* are effective: _____.

(n) ☐ **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ *(specify 34-40 as applicable)* are effective: _____.

(o) ☐ **Earnings/Trust valuation (7.04(B)/8.02(C)(4)).** The Earnings allocation and Trust valuation provisions under Election(s) _____ *(specify 41-42 as applicable)* are effective: _____.

(p) ☐ **Special Effective Date(s) for other elections** *(specify elections and dates):* _____.

APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

44. **BASIC PLAN OVERRIDES.** The Employer elects or does not elect to override various basic plan provisions as follows (*Choose (a) or choose one or more of (b) through (k) as applicable.*):

[*Note: If the Employer elects 44(a), do not complete the balance of this Election 44.*]

(a) ☐ **Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election 43(p)) to specify a special Effective Date for any override provision the Employer elects in this Election 44. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) ☐ **Definition (Article I) overrides.** (*Choose one or more of (1) through (6) as applicable.*):

- (1) ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- (2) ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- (3) ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.
- (4) ☐ **Pre-Regulatory inclusion of Post-Severance Compensation (1.11(I) and 4.05(F)).** Prior to the first Limitation Year beginning on or after July 1, 2007 (the Effective Date of the final 415 regulations), the Plan includes Post-Severance Compensation within the meaning of Prop. Treas. Reg. §1.415(c)-2(e) as described in Sections 1.11(I) and 4.05(F) as follows (*Choose one or both of a. and b.*):
 - a. ☐ **Include for 415 testing.** Include for 415 testing and for other testing which uses 415 Compensation. This provision applies effective as of _____ (*specify a date which is no earlier than January 1, 2005*).
 - b. ☐ **Include for allocations.** Include for allocations as follows (*specify affected Contribution Type(s) and any adjustments to Post-Severance Compensation used for allocation*): _____
 This provision applies effective as of _____ (*specify a date which is no earlier than January 1, 2002*).
- (5) ☐ **Inclusion of Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. (*Choose one of a. or b.*):
 - a. ☐ **NHCEs only.** Apply only to disabled NHCEs.
 - b. ☐ **All Participants.** Apply to all disabled Participants. The Employer will make Employer Contributions for such disabled Participants for: _____
(specify a fixed or determinable period).
- (6) ☐ **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., and c. as applicable.*):
 - a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after _____ (*may not be earlier than December 31, 2008*).
 - b. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
 - c. ☐ **Other:** _____
(specify other Contribution Type Compensation which includes Differential Wage Payments)

(c) ☐ **Rule of parity - participation (Article II) override (2.03(D)).** For purposes of Plan participation, the Plan applies the "rule of parity" under Code §410(a)(5)(D).

(d) ☐ **Contribution/allocation (Article III) overrides.** (*Choose one or more of (1) through (4) as applicable.*):

- (1) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** The Plan Administrator (*Choose one of a. or b.*):
 - a. ☐ **No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.
 - b. ☐ **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (2) ☐ **Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).

- (3) ☐ **Associated Match forfeiture timing (3.07(A)(1)(c)).** Forfeiture of associated matching contributions occurs in the Testing Year.
- (4) ☐ **HEART Act continued benefit accrual (3.11(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.11(K). The provisions are effective as of *(Choose one of a. or b.; and choose c. if the provisions no longer are effective.)*:
- a. ☐ **2007 Effective Date.** The first day of the 2007 Plan Year.
- b. ☐ **Other Effective Date.** _____ *(may not be earlier than the first day of the 2007 Plan Year).*
- c. ☐ **No longer effective.** The provisions no longer apply effective as of _____.
- (e) ☐ **Testing (Article IV) overrides.** *(Choose one or both of (1) and (2) as applicable.)*:
- (1) ☐ **First few weeks rule for Code §415 testing Compensation (4.05(F)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
- (2) ☐ **Post-Severance Compensation for Code §415 testing Compensation (4.05(F)).** The Employer elects the following adjustments to Post-Severance Compensation for purposes of determining 415 testing Compensation *(Choose one or more of a. through d.)*:
- [Note: Under the basic plan document, if the Employer does not elect any adjustments, post-severance compensation includes leave cashouts and deferred compensation, and excludes military and disability continuation payments.]
- a. ☐ **Exclude leave cash-outs.** See Section 1.11(I)(1)(b).
- b. ☐ **Exclude deferred compensation.** See Section 1.11(I)(1)(c).
- c. ☐ **Include salary continuation for military service.** See Section 1.11(I)(2).
- d. ☐ **Include salary continuation for disabled Participants.** See Section 1.11(I)(3). *(Choose one of (i) or (ii).)*:
- (i) ☐ **For Nonhighly Compensated Employees only.**
- (ii) ☐ **For all Participants.** In which case the salary continuation will continue for the following fixed or determinable period: _____.
- (f) ☐ **Vesting (Article V) overrides.** *(Choose one or more of (1) through (6) as applicable.)*:
- (1) ☐ **Application of non-top-heavy vesting and top-heavy vesting (5.03(A)(2)).** The Employer makes the following elections regarding the application of non-top-heavy vesting and top-heavy vesting *(Choose a., b., and c. as applicable.)*:
- a. ☐ **Election of non-top-heavy vesting.** As to Plan Years where permitted and in such Plan Years when the Plan is not top-heavy, the following vesting schedule(s) apply. See Section 5.03(B). *(Choose one or more of (i), (ii), or (iii) as applicable and complete (iv) and (v).)*:
- (i) ☐ **5-year cliff.**
- (ii) ☐ **7-year graded.**
- (iii) ☐ **Modified non-top-heavy.** A modified non-top-heavy schedule as follows: _____
- [Note: A modified non-top-heavy schedule must satisfy Code §411(a)(2).]
- (iv) **Application to Contribution Types.** Apply the elected non-top-heavy vesting schedule *(Choose one of A. or B.)*:
- A. ☐ **All.** To all Contribution Types subject to vesting.
- B. ☐ **Describe application to affected Contribution Type(s):** _____
- (v) **Application of top-heavy and non-top-heavy schedules.** *(Choose one of A. or B.)*:
- A. ☐ **Apply top-heavy schedule in all Plan Years once top-heavy.**
- B. ☐ **Apply top-heavy schedule only in top-heavy Plan Years.**
- b. ☐ **Election to eliminate HOS requirement post-EGTRRA or post-PPA for top-heavy vesting.** The top-heavy vesting schedule(s) apply *(Choose one or both of (i) and (ii).)*:
- (i) ☐ **No post-EGTRRA HOS requirement for Matching.** To all Participants even if they do not have one Hour of Service in a Plan Year beginning after December 31, 2001.
- (ii) ☐ **No post-PPA HOS requirement for affected other Employer Contributions.** To all Participants even if they do not have one Hour of Service in a Plan Year beginning after December 31, 2006.
- c. ☐ **Election to apply top-heavy vesting only as to post-EGTRRA or post-PPA contributions.** The top-heavy vesting schedule(s) apply *(Choose one or both of (i) and (ii).)*:

- (i) ☐ **Post-EGTRRA Matching Contributions.** Only to Matching Contributions made in Plan Years beginning after December 31, 2001 and to the associated Earnings.
- (ii) ☐ **Post-PPA other Employer Contributions.** Only to non-Matching Contributions made in Plan Years beginning after December 31, 2006, and to the associated Earnings.
- (2) ☐ **Alternative "grossed-up" vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
- (3) ☐ **Source of Cash-Out forfeiture restoration (5.04(B)(5)).** To restore a Participant's Account Balance as described in Section 5.04(B)(5), the Plan Administrator, to the extent necessary, will allocate from the following source(s) and in the following order (*Specify, in order, one or more of the following: Forfeitures, Earnings, and/or Employer Contribution*): _____.
- (4) ☐ **Deemed Cash-Out of 0% Vested Participant (5.04(C)).** The deemed cash-out rule of Section 5.04(C) does not apply to the Plan.
- (5) ☐ **Accounting for Cash-Out repayment; Contribution Type (5.04(D)(2)).** In lieu of the accounting described in Section 5.04(D)(2), the Plan Administrator will account for a Participant's Account Balance attributable to a Cash-Out repayment (*Choose one of a. or b.*):
 - a. ☐ **Nonelective rule.** Under the nonelective rule.
 - b. ☐ **Rollover rule.** Under the rollover rule.
- (6) ☐ **One-year hold-out rule - vesting (5.06(D)).** The one-year hold-out Break in Service rule under Code §411(a)(6)(B) applies.
- (g) ☐ **Distribution (Article VI) overrides.** (*Choose one or more of (1) through (8) as applicable.*):
 - (1) ☐ **Restriction on In-Service Rollover Distributions (6.01(C)).** A Participant shall be entitled to receive a distribution of Rollover Contributions, Employee Contributions and DEC's (*Choose one or more of a. or b. as applicable.*):
 - a. ☐ **Nonelective and Matching Contributions.** Under the same provisions which apply to Nonelective and Matching Contributions.
 - b. ☐ **Other:** _____

[Note: The Employer under Election 44(g)(1)b. may describe In-Service Rollover Distribution restrictions using the options available for In-Service Distributions under Election 36 and/or a combination thereof as to all Participants or as to any: (i) Participant group (e.g., Division A Rollover Accounts are distributable at age 59 1/2 OR Rollover Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Rollover Distributions apply to Division B Employees OR to Employees hired after "x" date). An Employer's election under Election 44(g)(1)b. must: (i) be objectively determinable; (ii) not be subject to Employer discretion; (iii) preserve Protected Benefits as required; (iv) be nondiscriminatory; and (v) not permit an "early" distribution of any Restricted 401(k) Accounts or Restricted Pension Accounts. See Sections 6.01(C)(4) and 11.02(C)(3).]
 - (2) ☐ **Elections related to Required Minimum Distributions.** (*Choose one or more of a. through c. as applicable.*):
 - a. ☐ **RMD overrides if Participant dies before DCD (6.02(B)(1)(e)).** If the Participant dies before the DCD and the Beneficiary is a designated Beneficiary, the RMD distribution rules are modified as follows (*Choose one of (i) through (iv).*):
 - (i) ☐ **Election of 5-year rule.** If a Designated Beneficiary does not make a timely election, the 5-year rule applies in lieu of the Life Expectancy rule.
 - (ii) ☐ **Life Expectancy rule.** The Life Expectancy rule applies to the Designated Beneficiary. See Section 6.02(B)(1)(d).
 - (iii) ☐ **5-year rule.** The 5-year rule applies to the Beneficiary. See Section 6.02(B)(1)(c).
 - (iv) ☐ **Other:** _____
(Describe, e.g., the 5-year rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)
 - b. ☐ **RBD definition (6.02(E)(7)(c)).** In lieu of the RBD definition in Section 6.02(E)(7)(a) and (b), the Plan Administrator (*Choose one of (i) or (ii).*):
 - (i) ☐ **SBJPA definition indefinitely.** Indefinitely will apply the pre-SBJPA RBD definition.
 - (ii) ☐ **SBJPA definition to specified date.** Will apply the pre-SBJPA definition until _____ (*the stated date may not be earlier than January 1, 1997*), and thereafter will apply the RBD definition in Sections 6.02(E)(7)(a) and (b).

- c. ☐ **2009 RMD waiver elections (6.02(F)).** In lieu of the 2009 RMDs suspension (subject to a Participant or Beneficiary election to continue), as provided in Section 6.02(F) (*Choose one of (i) through (iii) if applicable. Choose (iv) or (v) if applicable.*):
- (i) ☐ **RMDs continued unless election.** 2009 RMDs are continued as provided in Section 6.02(F)(2), unless a Participant or Beneficiary otherwise elects.
 - (ii) ☐ **RMDs continued - no election.** 2009 RMDs are continued as provided in Section 6.02(F)(3), without regard to a waiver. No election is available to Participants or Beneficiaries.
 - (iii) ☐ **Other:** _____
(Describe, e.g., the Plan suspended 2009 RMDs and did not offer an election or the Plan changed from one treatment of 2009 RMDs to another treatment during 2009.)

Treatment as Eligible Rollover Distribution. For purposes of 2009 RMDs, the Plan also will treat the following distributions as Eligible Rollover Distributions (*Choose (iv) or (v), if applicable. If the Employer elects neither (iv) nor (v), then a direct rollover for 2009 will be offered only for distributions that would be Eligible Rollover Distributions without regard to Code §401(a)(9)(H).*):

- (iv) ☐ 2009 RMDs and Extended 2009 RMDs, both as defined in Section 6.02(F).
 - (v) ☐ 2009 RMDs, as defined in Section 6.02(F), but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(H).
- (3) ☐ **Distribution Methods (Choose one or both of a. and b. if applicable.):**
- a. ☐ **Default Distribution Methods (6.03(B)(2)).** If a Participant or Beneficiary does not make a timely election as to distribution method and timing the Plan Administrator will direct the Trustee to distribute using the following method and timing: _____
(Describe, e.g., Installments sufficient to satisfy RMD beginning at the Required Beginning Date. The selected method and timing must not be discriminatory and must be an option the plan makes available to participants and/or beneficiaries.)
 - b. ☐ **Beneficiary Distribution Methods (6.03(A)(2)).** The Plan will distribute to the Beneficiary under the following distribution method(s). If more than one method is elected, the Beneficiary may choose the method of distribution:
 - (i) ☐ **Lump-Sum.** See Section 6.03(A)(3).
 - (ii) ☐ **Installments sufficient to satisfy RMD.** See Section 6.03(A)(4)(a).
 - (iii) ☐ **Ad-Hoc sufficient to satisfy RMD.** See Section 6.03(A)(6).
 - (iv) ☐ **Other:** _____
(Describe, e.g., Lump-Sum or Installments for surviving spouse Beneficiaries, Lump-Sum only for all other Beneficiaries.)
- (4) ☐ **Annuity Distributions (6.04).** (*Choose one or both of a. and b. if applicable.):*
- a. ☐ **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be ____%. (*Specify a percentage between 50% and 100%.*)
 - b. ☐ **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be ____%. (*Specify a percentage between 50% and 100%.*)
- (5) ☐ **Hardship Acceleration (6.07).** The existence of a hardship occurring after Separation from Service will be determined under the non-safe harbor rules of Section 6.07(B).
- (6) ☐ **Replacement of \$5,000 amount (6.09).** All Plan references (except in Sections 3.02(D), 3.10 and 3.12(C)(2)) to "\$5,000" will be \$____. (*Specify an amount less than \$5,000.*)
- (7) ☐ **Beneficiary's hardship need (6.07(H)).** Effective _____ (*Specify date not earlier than August 17, 2006*), a Participant's hardship includes an immediate and heavy financial need of the Participant's primary Designated Beneficiary under the Plan, as described in Section 6.07(H).
- (8) ☐ **Non-spouse beneficiary rollover not permitted before required (6.08(G)).** For distributions after December 31, 2006, and before _____ (*Specify a date not later than January 1, 2010*), the Plan does not permit a Designated Beneficiary other than the Participant's surviving spouse to elect to roll over a death benefit distribution.
- (h) ☐ **Administrative overrides (Article VII).** (*Choose one or more of (1) through (7) as applicable.):*
- (1) ☐ **Contributions prior to accrual or precise determination (7.04(B)(5)(b)).** The Plan Administrator will allocate Earnings described in Section 7.04(B)(5)(b) as follows (*Choose one of a., b., or c.):*
 - a. ☐ **Treat as contribution.** Treat the Earnings as an Employer Matching or Nonelective Contribution and allocate accordingly.

- b. ☐ **Balance forward.** Allocate the Earnings using the balance forward method described in Section 7.04(B)(4)(b).
 - c. ☐ **Weighted average.** Allocate the Earnings on Matching Contributions using the weighted average method in a manner similar to the method described in Section 7.04(B)(4)(d).
 - (2) ☐ **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 - (3) ☐ **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. *(Specify a period of time, e.g., 90 days OR 12 months.)*
 - (4) ☐ **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: _____ *(Specify a definition.)*
 - (5) ☐ **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: _____ *(Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)*
 - (6) ☐ **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order _____ *(Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Trust Fund Earnings.)*
 - (7) ☐ **State law (7.10(H)).** The law of the following state will apply: _____ *(Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)*
 - (i) ☐ **Trust and insurance overrides (Articles VIII and IX).** *(Choose one or both of (1) and (2) if applicable.):*
 - (1) ☐ **Employer securities/real property in Profit Sharing Plans (8.02(A)(13)(a)).** The Plan limit on investment in qualifying Employer securities/real property is ____%. *(Specify a percentage which is less than 100%.)*
 - (2) ☐ **Provisions relating to insurance and insurance company (9.08).** The following provisions apply: _____ *(Specify such language as necessary to accommodate life insurance Contracts the Plan holds.)*
- [Note: The provisions in this Election 44(i)(2) may override provisions in Article IX of the Plan, but must be consistent with all other provisions of the Plan.]*
- (j) ☐ **Code Section 415 (Article XI) override (11.02(A)(1), 4.02(F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____ *(Specify such language as necessary to satisfy §415, e.g., the Employer will reduce Additional Additions to this plan before reducing Annual Additions to other plans.)*
 - (k) ☐ **Code Section 416 (Article XI) override (11.02(A)(1), 10.03(D)).** Because of the required aggregation of multiple plans, to satisfy Code §416, the following overriding provisions apply: _____ *(Specify such language as necessary to satisfy §416, e.g., If an Employee participates in this Plan and another Plan the Employer maintains, the Employer will satisfy any Top-Heavy Minimum Allocation in this Plan and not the other plan.)*

APPENDIX C
LIST OF GROUP TRUST FUNDS/PERMISSIBLE TRUST AMENDMENTS

[Note: An Employer maintaining its Plan under a Standardized Adoption Agreement only may amend its Adoption Agreement (as it relates to the Trust) to specify: (i) the names of the Plan, the Employer, the Trustee, the Custodian or other Plan fiduciaries; (ii) the Trust (Plan)Year; or the names of any pooled trust in which the Plan's Trust will participate. Do not use election 45 to substitute another pre-approved trust for the Trust. See Election 5(c) as to a substitute trust.]

45. ☐ **INVESTMENT IN GROUP TRUST FUND (8.09).** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds under Section 8.02(A)(3)), may invest in any of the following group trust funds: _____. *(Specify the names of one or more group trust funds in which the Plan can invest.)*

[Note: A discretionary or nondiscretionary Trustee also may invest in any group trust fund authorized by an independent Named Fiduciary.]

46. ☐ **DUTY TO COLLECT (8.02(D)(1)).** _____ is hereby appointed as a Trustee for the Plan, and is referred to as the Special Trustee. The sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee will execute a form accepting its position and agreeing to its obligations hereunder.

PARTICIPATION AGREEMENT (1.24(D))
[Standardized Adoption Agreement]

[Note: See Section 1.24(D)(1) as to participation by the Employees of Related Employers even where such Employers do not become Participating Employers. However, a Related Employer should execute a Participation Agreement to make clear that its Employees are Eligible Employees and to insure deductibility of its Employer Contributions.]

Agreement as to Signatory Employer control. The undersigned Related Employer, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory Employer. *The Participating Employer also hereby consents to the Signatory Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A) as applicable.*

Plan Status. (Choose one.):

☐ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☐ _____ (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

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

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Participating Employer: _____

Date: _____

Signed: _____

[print name/title]

Participating Employer's TIN: _____

Acceptance by Signatory Employer and Trustee/Custodian.

Signatory Employer: _____

Date: _____

Signed: _____

[print name/title]

Trustee(s)/Custodian(s): _____

Date: _____

Signed: _____

[print name/title]