

Early Learning Coalition of Broward County, Inc.
VOLUME SUBMITTER 403(b) PLAN
ADOPTION AGREEMENT #001
For 501(c)(3) Organizations and Electing Churches
[Dual Status Code §501(c)(3)/Governmental Organizations should use AA #004]

By executing this Volume Submitter 403(b) Plan Adoption Agreement (the "Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. In addition, selections under the Deferral column apply to any Safe Harbor Contributions, unless designated otherwise under AA §6C, and also apply to any QNECs made under the Plan, unless designated otherwise under AA §6D. The selections under the Match column apply to Matching Contributions under AA §6B and selections under the ER column apply to Employer Contributions under AA §6.

Generally, this Plan is subject to the requirements under Title I of ERISA. However, if the Plan is funded solely through Salary Reduction Agreements with Employees, the Plan is not subject to the requirements under Title I of ERISA if it satisfies the safe harbor conditions of Department of Labor regulation §2510.3-2(f).

All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.

SECTION 1
EMPLOYER INFORMATION

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.

1-1 EMPLOYER INFORMATION:

Name: Early Learning Coalition of Broward County, Inc.

Address: 1475 W. Cypress Creek Rd. Suite 301

City, State, Zip Code: Ft. Lauderdale, Florida 33309

Telephone: (954) 377-2188

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 65-1060840

1-3 TYPE OF EMPLOYER: (Select (a) or (b))

(a) Organization exempt from tax under Code §501(c)(3)

Describe (optional): _____

(b) Electing Church (as defined in Section 1.43 of the Plan)

1-4 EMPLOYER'S TAX YEAR END: The Employer's tax year ends June 30

1-5 RELATED EMPLOYERS: Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan. The failure to cover the Employees of a Related Employer may result in a violation of the minimum coverage rules under Code §410(b).

[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.]

**SECTION 2
PLAN INFORMATION**

2-1 **PLAN NAME:** Early Learning Coalition of Broward County, Inc. Retirement Plan

2-2 **PLAN NUMBER:** 002

2-3 **TYPE OF PLAN:**

- (a) Custodial Account under Code §403(b)(7)
- (b) Annuity Contract under Code §403(b)(1)
- (c) Combination Custodial Account and Annuity Contract

[*Note: Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).*]

2-4 **PLAN YEAR:**

- (a) Calendar year.
- (b) The 12-consecutive month period ending on _____ each year.
- (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 **FROZEN PLAN:** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective _____.

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 **MULTIPLE EMPLOYER PLAN:** Is this Plan a Multiple Employer Plan as defined in Section 1.81 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- Yes
- No

2-7 **PLAN ADMINISTRATOR:**

- (a) The Employer identified in AA §1-1.

(b) Name: _____

Address: _____

Telephone: _____

[*Note: This AA §2-7 may be used to designate an individual who is acting as Plan Administrator under ERISA §3(16). To the extent an individual is named under this AA §2-7 and does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. See Section 1.93 of the Plan.*]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees (as defined in Section 1.28 of the Plan) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Student Employees (as defined in Section 1.130 of the Plan)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(e) Employees who normally work less than <u>20</u> (not more than 20) hours a week. (See Section 2.02(b)(4) of the Plan, especially for the application of this exclusion to plans covered by Title I of ERISA.)
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(f) Highly Compensated Employees (as defined in Section 1.66 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees eligible for a Code §401(k) plan sponsored by the Employer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Employees eligible for another 403(b) plan sponsored by the Employer
<input type="checkbox"/>	N/A	N/A	(i) Employees whose contribution would be \$200 or less.
N/A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(j) Other: <u>temporary employees</u>

[Note: Any election to exclude Employees from making Salary Deferrals must satisfy the universal availability requirements under Treas. Reg. §1.403(b)-5(b). A class of Employees excluded under the Plan must be defined in such a way that it precludes Employer discretion and may not provide for an exclusion designed to cover only Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service who may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b). If a Plan is covered by Title I of ERISA, the Plan must satisfy the minimum age and service requirements of ERISA §202(a) and an Employee otherwise excluded under AA §3-1 must enter the Plan no later than the first day of the Plan Year or 6 months (whichever is earlier) following the attainment of age 21 and completion of a Year of Service. For this purpose, an Employee is credited with a Year of Service if such Employee is credited with 1,000 Hours of Service in the 12-month period starting with the Employee's Employment Commencement Date or in any Plan Year commencing after the Employment Commencement Date. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]

3-2 EMPLOYEES OF AN EMPLOYER ACQUIRED AS PART OF A CODE §410(b)(6)(C) TRANSACTION. An Employee acquired as part of a Code §410(b)(6)(C) transaction will become an Eligible Employee as of the date of the transaction (unless otherwise excluded under AA §3-1 or this AA §3-2). (See Section 2.02(d) of the Plan.)

[Note: The Plan may not exclude Employees in violation of the universal availability rules under Treas. Reg. §1.403(b)-5(b).]

Employees of the following Employers acquired as part of a Code §410(b)(6)(C) transaction are not eligible to participate under the Plan.

- (a) Employees of an Employer acquired as part of a Code §410(b)(6)(C) transaction will not become an Eligible Employee until after the expiration of the transition period described in Code §410(b)(6)(C)(ii) (i.e., the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction). (See Section 2.02(d) of the Plan.)
- (b) All Employees of any Employer acquired as part of a Code §410(b)(6)(C) transaction are excluded.
- (c) The following acquired Employees are excluded/included under the Plan: _____

[Note: This subsection may be used to provide for the inclusion or exclusion of Employees with respect to specific Employers at a time other than provided under this AA §3-2.]

- (d) Describe any special rules that apply for purposes of applying the rules under this AA §3-2: _____

[Note: If this AA §3-2 is not completed, Employees acquired under a Code §410(b)(6)(C) transaction will become Eligible Employees as of the date of the transaction. However, see Section 2.02(c) of the Plan for rules regarding the coverage of Employees of a Related Employer and AA §4-5 for rules regarding the crediting of service with a Predecessor Employer. Any special rules are subject to the minimum coverage requirements under Code §410(b) and the nondiscrimination rules under Code §401(a)(4).]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

[Note: An Eligible Employee becomes eligible to make Salary Deferrals on such Employee’s first day of employment with the Employer. The Plan Administrator may establish reasonable administrative procedures to implement a Participant’s election to make Salary Deferrals, as described in Section 6.01(b) of the Plan.]

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	(2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ____ [<i>cannot exceed 1,000</i>] Hours of Service during the first ____ [<i>cannot exceed 12</i>] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).)
<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ____ [<i>cannot exceed 1,000</i>] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [<i>An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.</i>]
<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii). <ul style="list-style-type: none"> <input type="checkbox"/> (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan: <ul style="list-style-type: none"> <input type="checkbox"/> (A) There is no minimum service requirement for participation in the Plan. <input type="checkbox"/> (B) The completion of at least ____ [<i>cannot exceed 1,000</i>] Hours of Service during the first ____ [<i>cannot exceed 12</i>] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. <input type="checkbox"/> (C) Under the Elapsed Time method as defined in AA §4-3 below. <input type="checkbox"/> (D) Describe: _____

[Note: Any conditions provided under (D) must satisfy the requirements of Code §410(a).]

Match **ER**

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

- (A) ___ hours per week. [No more than 20 hours.]
- (B) ___ hours per month. [No more than 80 hours.]
- (C) ___ hours per year. [No more than 1,000 hours.]

- | | | |
|--|--|---|
| <input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <p>(6) Two (2) Years of Service. [Full and immediate vesting must be chosen under AA §8-2.]</p> <p>(7) Under the Elapsed Time method as defined in AA §4-3 below.</p> <p>(8) Describe eligibility conditions: _____</p> <p>Describe eligibility conditions: _____</p> |
|--|--|---|

[Note: Any conditions on eligibility must satisfy the requirements of Code §410(a). An eligibility condition under this AA §4-1 may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3). Also see Section 2.02(b)(8) and (9) for rules regarding the exclusion of certain "short-service" Employees and disguised service conditions.]

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Match **ER**

- | | | |
|---|---|---|
| <input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <p>(1) There is no minimum age for Plan eligibility.</p> <p>(2) Age 21.</p> <p>(3) Age 20½.</p> <p>(4) Age ___ (not later than age 21, but see Note below for certain educational organizations).</p> |
|---|---|---|

[Note: If the Employer is an educational organization described in Code §170(b)(1)(A)(ii) exempt from tax under Code §501(a), the maximum age may be up to age 26, provided the Plan does not require more than one Year of Service to participate and all Participants are immediately vested in their Accounts.]

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special eligibility rules must satisfy the requirements of Code §410(a) and the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Match **ER**

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <input checked="" type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <p>(a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).</p> <p>(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.</p> <p>(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.</p> <p>(d) Monthly. The first day of each calendar month.</p> <p>(e) Payroll period. The first day of the payroll period.</p> <p>(f) The first day of the Plan Year.</p> |
|---|---|--|

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

- | Match | ER | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (g) next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) coinciding with or next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) nearest the satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) preceding the satisfaction of the minimum age and service requirements. |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Match | ER | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ |

[Note: Any special rules must satisfy the requirements of Code §410(a), the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder and may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3).]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period.
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan.) If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) do NOT apply.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

- | Match | ER | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ [must be less than 1,000] Hours of Service during an Eligibility Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Eligibility Computation Period. The Plan will use Anniversary Years for all Eligibility Computation Periods. (See Section 2.03(a)(3) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time method. Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ___ period of service to participate in the Plan. (See Section 2.03(a)(6) of the Plan.) |

[Note: Under the Elapsed Time method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan. The period of service may not exceed 12 months for eligibility for After-Tax Employee Contributions. If a period greater than 12 months applies to Matching Contributions or Employer Contributions, 100% vesting must be selected under AA §8 for those contributions.]

- | Match | ER | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>(d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. <p>Hours of Service for eligibility will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>(e) Nonvested Participant Break in Service rule applies. Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the eligibility rules. (See Section 2.07(b) of the Plan.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>(f) One-Year Break in Service rule applies. The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>(g) Special eligibility provisions: _____</p> <p><i>[Note: Any conditions provided under this AA §4-3 must satisfy the requirements of Code §410(a), the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder and may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service.]</i></p> |

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | Match | ER | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):</p> <ul style="list-style-type: none"> <input type="checkbox"/> (a) the Effective Date of this Plan (as designated in the Employer Signature Page). <input type="checkbox"/> (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page). <input type="checkbox"/> (c) _____ <i>[insert date no earlier than the Effective Date of this Plan]</i>. <p>An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.</p> <ul style="list-style-type: none"> <input type="checkbox"/> (d) This AA §4-4 only applies to the minimum service condition. <input type="checkbox"/> (e) This AA §4-4 only applies to the minimum age condition. |

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

(f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____

(g) Describe special rules: _____

[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g). The provisions of this AA §4-4 may not violate the minimum age or service rules under Code §410 or violate the nondiscrimination requirements under Code §401(a)(4).]

4-5 SERVICE WITH PREDECESSOR EMPLOYER. If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

In addition, this AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

If this AA §4-5 is not completed, no service with a Predecessor Employer will be counted except as otherwise required under this AA §4-5.

(a) **Identify Predecessor Employer(s):**

(1) The Plan will count service with all Employers which have been acquired as part of a transaction under Code §410(b)(6)(C).

(2) The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) **Describe** any special provisions applicable to Predecessor Employer service: _____

[Note: Any special provisions may not violate the nondiscrimination requirements under Code §401(a)(4).]

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 TOTAL COMPENSATION. Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

(a) W-2 Wages

(b) Code §415 Compensation

(c) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.137(b) of the Plan.

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation:
- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

[Note: Plan Compensation (as defined in Section 1.94 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.]

- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation does not include continuation payments for disabled Participants.
- Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.137(c) of the Plan. For this purpose, disability continuation payments will be included for:
- (1) Nonhighly Compensated Employees only.
 - (2) All Participants.

5-3 **PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) “Deemed §125 compensation” as defined in Section 1.137(d) of the Plan.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.137(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any exclusions selected under this AA §5-3 that do not meet the safe harbor exclusions under Treas. Reg. §1.414(s)-1, as described in Section 1.94(a) of the Plan, may cause the definition of Plan Compensation to fail to satisfy a safe harbor definition of compensation under Code §414(s). Failure to use a definition of Plan Compensation that satisfies the nondiscrimination requirements under Code §414(s) will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or Safe Harbor 403(b) Plan safe harbors. Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable and preclude Employer discretion. See AA §6C-4 for the definition of Plan Compensation as it applies to

Safe Harbor Contributions. Any exclusions selected with respect to Salary Deferrals must satisfy the requirements with respect to nondiscrimination under Code §414(s) and universal availability under Treas. Reg. §1.403(b)-5(b).]

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. *[If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]*

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).
- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6
EMPLOYER CONTRIBUTIONS**

- 6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan (other than Safe Harbor Employer Contributions or QNECs)?

- Yes
 No *[If No, skip to Section 6A.]*

[Note: See AA §6C below for rules regarding Safe Harbor Employer Contributions.]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) ___% of each Participant's Plan Compensation.
- (2) \$___ for each Participant.
- (c) **Outside agreements, contracts or arrangements.**
- (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

- (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).
- (d) **Service-based contribution.** The Employer will make the following contribution:
 - (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
 - (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
 - (3) **Fixed dollar.** \$___ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- (4) Each Hour of Service.
- (5) Each week of employment.
- (6) Describe period: _____

The service-based contribution is subject to the following rules:

- (7) Describe any special provisions that apply to service-based contribution: _____

[Note: Any period described in subsection (6) must apply uniformly to all Participants and cannot exceed a 12-month period. Any special provisions under subsection (7) must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]

- (e) **Year of Service contribution.** The Employer will make an Employer Contribution based on Years of Service with the Employer.

	Years of Service	Contribution %
<input type="checkbox"/> (1)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (2)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (3)	For Years of Service between ___ and ___	___%
<input type="checkbox"/> (4)	For Years of Service ___ and above	___%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the Plan.]

- (f) **Describe special rules for determining contributions under the Plan:** _____

[Note: Any special rules must be described in a manner that precludes Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]

6-3 ALLOCATION FORMULA.

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:
 - (1) as a uniform percentage of Plan Compensation.
 - (2) as a uniform dollar amount.
- (b) **Fixed or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement Employer Contributions under AA §6-2.
- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below:

- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
 - (i) ___% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
 - (A) N/A
 - (B) \$1

(C) \$100 (D) \$1,000

(ii) \$_____ (not to exceed the Taxable Wage Base)

(iii) 20% of the Taxable Wage Base

[*Note: See Section 3.02(a)(1)(ii) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

(2) **Describe** special rules for applying permitted disparity allocation formula: _____

[*Note: Any special rules must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.*]

(d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

(1) ___ point(s) for each ___ year(s) of age (attained as of the end of the Plan Year).

(2) ___ point(s) for each \$___ (not to exceed \$200) of Plan Compensation.

(3) ___ point(s) for each ___ Year(s) of Service. For this purpose, Years of Service are determined:

(i) in the same manner as determined for eligibility.

(ii) in the same manner as determined for vesting.

(iii) points will not be provided with respect to Years of Service in excess of _____.

(e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

(1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

(2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount to all Participants within that allocation group.

Group 1: Date hired prior to October 1, 2017

[*Note: The allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii). See Section 3.02(a)(1)(iv)(b)(IV) of the Plan for restrictions that apply with respect to "short-service".*]

(3) **Special rules.** The following special rules apply to the Employee group allocation formula.

(i) **Benefiting Participants who do not receive Minimum Gateway Contribution.** In determining the separate groups under (2) above, Benefiting Participants who do not receive a Minimum Gateway Contribution are always in a separate allocation group.

(ii) **More than one Employee group.** Unless designated otherwise under this subsection (ii), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.

(A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

(B) **Describe:** _____

[*Note: Any language under this subsection (B) must be definitely determinable and may not violate the nondiscrimination requirements under Code §401(a)(4).*]

(f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

(1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5%

and 8.5%) in determining a Participant's Actuarial Factor.

(2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

(3) **Describe special rules applicable to age-based allocation:** _____

[Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Any alternative interest or mortality factors must meet the requirements for standard interest and mortality assumptions as defined in Treas. Reg. §1.401(a)(4)-12. Any special rules described under subsection (3) may not violate the nondiscrimination requirements under Code §401(a)(4).]

(g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.

(h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.

(i) **Describe special rules for determining allocation formula:** _____

[Note: Any special rules must be described in a manner that precludes Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

(a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned during the following period: *[The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.]*

(1) Plan Year quarter

(2) calendar month

(3) payroll period

(4) Other: _____

[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection. Any alternative period designated under subsection (4) may not exceed a 12-month period and will apply uniformly to all Participants.]

(b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

(1) ____% of Plan Compensation

(2) \$____

(3) Describe: _____

[Note: Any limitations under this subsection must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]

(c) **Offset of Employer Contribution.**

(1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ *[insert name of plan(s)].*

(2) In applying the offset under this subsection, the following rules apply: _____

[Note: Any language regarding the offset of benefits must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]

(d) **Other special rules relating to Employer Contributions:** _____

[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4).]

6-5 SPECIAL EMPLOYER CONTRIBUTIONS.

(a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below: [*Note: Contributions for former Employees must satisfy the nondiscrimination rules under Code §401(a)(4).*]

(b) **Contributions of accrued sick and/or vacation leave.**

(1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____

(2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____

6-6 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

(a) The following amounts will be contributed to the Plan as a Mandatory Contribution:

(1) _____ % of Plan Compensation.

(2) \$ _____ per pay period.

(3) Any amount from _____ % to _____ % of Plan Compensation, as designated by the Participant.

(4) The amount designated under an applicable Collective Bargaining Agreement, employment contract or other arrangement with the Employee.

(5) Describe amount: _____

[*Note: Amount may not exceed 100% of Plan Compensation.*]

(b) Special rules applicable to Mandatory Contribution: _____

[*Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.*]

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

[*Note: Any allocation conditions set forth under this AA §6-7 do not apply to Safe Harbor Employer Contributions under AA §6C, or QNECs under AA §6D, unless provided otherwise under those specific sections. See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6-7.*]

(a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

(b) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than:

(1) _____ (not to exceed 500) Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

(2) _____ (not more than 91) consecutive days of employment with the Employer during the Plan Year.

[*Note: Under this safe harbor allocation condition, an Employee will satisfy the allocation conditions if the Employee completes the designated Hours of Service or period of employment, even if the Employee is not employed on the last day of the Plan Year. See Section 3.07 of the Plan for rules regarding the application of this allocation condition to the minimum coverage test.*]

(c) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(d) **Minimum service condition.** An Employee must be credited with at least:

(1) _____ (not to exceed 1,000) Hours of Service during the Plan Year.

- (i) Hours of Service are determined using actual Hours of Service.
- (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
 - (A) Monthly
 - (B) Weekly
 - (C) Daily
 - (D) Semi-monthly
- (2) ____ (not more than 182) consecutive days of employment with the Employer during the Plan Year.
- (e) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.07(a) of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
 - (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
 - (i) Plan Year quarter
 - (ii) calendar month
 - (iii) payroll period
 - (iv) Other: _____
 - (2) **Application to allocation conditions.** If this subsection is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____
[Note: Any special rules under subsection (iii) must satisfy the nondiscrimination requirements of Code §401(a)(4).]
- (f) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if the Employee:
 - (i) dies during the Plan Year.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) terminates employment after attaining Normal Retirement Age.
 - (iv) terminates employment after attaining Early Retirement Age.
 - (v) is on an authorized leave of absence from the Employer.
 - (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
 - (3) The exceptions selected under subsection (1) will not apply to:
 - (i) an employment condition designated under this AA §6-7.
 - (ii) a minimum service condition designated under this AA §6-7.
 - (iii) a Discretionary Employer Contribution.
 - (iv) a Fixed Employer Contribution.
- (g) **Describe** any special rules governing the allocation conditions under the Plan: _____
[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4).]

**SECTION 6A
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

- Employees are **not** permitted to make Salary Deferrals under the Plan. [*Skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

- Describe any Plan limitations on Salary Deferrals: _____

[*Note: Any limits provided under this AA §6A-2 must satisfy the nondiscrimination requirements under Code §401(a)(4) and the universal availability requirements.*]

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
 (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.03(g) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

- (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [*Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.*]
 (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

- (1) **Distributions and withdrawals.**
- (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
 - (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
 - (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.
- (2) **Distribution of Excess Deferrals.**
- (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
 - (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
 - (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.
- (c) **IN-PLAN ROTH CONVERSIONS.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a) and this subsection (c) must be checked.
- (1) **Effective date.** Effective _____, a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[**Note:** The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

- (2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

- If this subsection (2) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

[**Note:** If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]

- (3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Deferrals
 (ii) Employer Contributions
 (iii) Matching Contributions
 (iv) Safe Harbor Contributions
 (v) QNECs
 (vi) After-Tax Contributions
 (vii) Rollover Contributions
 (viii) Describe: _____

[**Note:** Any contribution sources described in this subsection (viii) must be definitely determinable and not subject to Employer discretion.]

- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

[**Note:** If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion.]

- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$____.

- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[**Note:** If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]

- (iv) Describe: _____

[**Note:** Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]

- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.09 of the Plan.

[**Note:** If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals (including any QNECs or Safe Harbor contributions) prior to age 59½.]

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.
 - (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.
 - (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.
 - (iii) Describe distribution options: _____

[Note: This subsection (6) may not be used to eliminate an in-service distribution option that was otherwise available at the time of the In-Plan Roth Conversion. Thus, for example, if a Participant is permitted to make an In-Plan Roth Conversion of After-Tax Employee Contributions or Rollover Contributions, and such contributions are eligible for immediate distribution at the time of the In-Plan Roth Conversion, those amounts must continue to be available for distribution after the In-Plan Roth Conversion. To the extent a selection in this subsection (6) results in an improper elimination of a distribution right, the provisions of this subsection (6) will not apply.]

- (d) **Describe special rules applicable to Roth Deferrals:** _____

[Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A and the nondiscrimination requirements under Code §401(a)(4).]

6A-6 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **CHANGE OR REVOCATION OF DEFERRAL ELECTION.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. *[Note: An Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations.]*

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-8 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- (ii) _____ *[insert date no earlier than the Effective Date of this Plan as set forth under the Employer Signature Page].*
- (iii) As set forth under a prior Plan document.

[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. [*Note: Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.*]
- (i) **Automatic deferral percentage.**
- (A) ___% of Plan Compensation
- (B) \$___
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount: (See Section 3.03 of the Plan.)
- (A) ___% of Plan Compensation
- (B) \$___
- (C) Describe: _____
(not greater than 100% of Plan Compensation.)
- Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:
- (D) ___% of Plan Compensation
- (E) \$___
- (F) Describe: _____
(not greater than 100% of Plan Compensation.)
- (3) **Qualified Automatic Contribution Arrangement (QACA).** Check this subsection if the Plan is designated as a QACA under Section 6.04(b) of the Plan. [*Note: If this subsection (3) is checked, a QACA Safe Harbor Contribution must also be selected under AA §6C-2.*]
- (i) **Automatic deferral percentage.** ___% [must be at least 3% and no more than 10%] of Plan Compensation.
- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount:
- (A) ___% of Plan Compensation
- but not in excess of
- (B) ___% [not less than 6% or more than 10%] of Plan Compensation
- [*Note: If the percentage under subsection (i) is less than 6% of Plan Compensation, an automatic deferral of at least 1% must apply under subsection (A). If no percentage is entered under subsection (B), any automatic increase selected under subsection (ii) will not exceed 10% of Plan Compensation.*]
- (4) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) or (3), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (4).
- (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:
- (A) become Participants on or after the effective date of the automatic deferral provisions.
- (B) are hired on or after the effective date of the automatic deferral provisions.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) or (3)(i), as applicable. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount

unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.

- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [*Note: This subsection (C) may not be selected if the Plan is a QACA under subsection (3). Also see Section 3.03 of the Plan for the application of this subsection under an EACA.*]

- (D) Describe: _____

[*Note: Any special provisions under subsection (D) must comply with the nondiscrimination requirements under Code §401(a)(4).*]

- (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (iii).

- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

[*Note: Any Salary Deferral election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions. See Section 6.04(b)(1)(iii) of the Plan for the application of this provision to rehired Employees.*]

- (5) **Application of automatic increase.** Unless designated otherwise under this subsection (5), if an automatic increase is selected under subsection (2)(ii) or (3)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03 of the Plan.)

- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) or (3)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.

- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) or (3)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

[*Note: If this subsection (ii) is checked and the Plan is intended to qualify for the QACA safe harbor, the Plan must satisfy the minimum deferral requirements. See Section 6.04(b)(1)(i) of the Plan for special rules that apply if this subsection (ii) is checked for a QACA plan. Also see Rev. Rul. 2009-30.*]

- (iii) **Effective date.** The automatic increase described under subsection (2)(ii) or (3)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

- (A) The anniversary of the Participant's date of hire.

- (B) The anniversary of the Participant's first automatic deferral contribution.

- (C) The first day of each calendar year.

- (D) Other date: _____

[*Note: If this subsection (iii) is checked and the Plan is intended to qualify for the QACA safe harbor, the Plan must satisfy the minimum deferral requirements. See Section 6.04(b)(1)(i) of the Plan for special rules that apply if this subsection (iii) is checked for a QACA plan. Also see Rev. Rul. 2009-30.*]

- (iv) **Special rules:** _____

[*Note: Any special rules under this subsection (iv) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable, and must satisfy the nondiscrimination requirements under Code §401(a)(4).*]

- (6) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

- (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant’s affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)
- (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant’s minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan. (See Section 6.04(b)(1)(iii) of the Plan.)
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
 - (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the Plan) or a QACA (as set forth in Section 6.04(b) of the Plan), the permissible withdrawal provisions under Section 3.03(c) of the Plan apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c) of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.
 - (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA or QACA, the permissible withdrawal provisions under this subsection (b) are not available.
 - (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic deferral provisions:** _____
[Note: Any language added under this subsection must comply with the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]

6A-9 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9. [*Any election may not violate the universal availability requirements under Treas. Reg. §1.403(b)-5(b).*]

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
 - (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) _____ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection.*]

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

[Note: Any special rules must satisfy the requirements under Code §403(b) and Code §402A (if applicable), the universal availability requirements and the nondiscrimination requirements under Code §401(a)(4).]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.** [*Check this box if Matching Contributions may be made under the Plan, including Matching Contributions that satisfy the ACP safe harbor.*]
- No.** [*Check this box if there are no Matching Contributions. If “No” is checked, skip to Section 6C.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

[Note: See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6D-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
 - (1) ___% of Eligible Contributions made for each period designated in AA §6B-5 below.
 - (2) \$___ for each period designated in AA §6B-5 below.
 - (3) ___% of Eligible Contributions made for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ___% of Plan Compensation for such period.
 - (4) \$___ for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ___% of Plan Compensation for such period.
- (c) **Outside agreements, contracts or arrangements.**
 - (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
 - (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).
- (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions. *[Note: If the Plan is designed to satisfy the ACP safe harbor with respect to the Matching Contributions, the rate of Matching Contribution may not increase as the rate of Eligible Contributions increase.]*

(1) **Tiers as percentage of Plan Compensation.**

Eligible Contributions	Fixed Match	Discretionary Match
------------------------	-------------	---------------------

(i) Up to ___% of Plan Compensation ___%

[Note: Employer may add additional tiers.]

(2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
------------------------	-------------	---------------------

(i) Up to \$___ ___%

(ii) Above \$___ ___%

[Note: Employer may add additional tiers.]

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (4) Years of Service equal to and above ___	___%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[Note: Each separate rate of Matching Contribution must satisfy the nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-4 as a separate benefit, right or feature. Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the Plan.]

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

(1) **Designated Employee groups.**

- Group 1:** Date of hire Prior to October 1, 2017

[Note: Each Employee group must be defined in such a way that it precludes Employer discretion and may not be based on time or service (e.g., part-time Employees) and may not provide for a group designed to cover only Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service which may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b).]

(2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).
- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in **Group 1** will be: _____

[Note: Each separate rate of Matching Contribution must satisfy the nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-4 as a separate benefit, right or feature.]

- (g) **Describe special rules for determining allocation formula:** _____

[Note: Any special rules must be described in a manner that precludes Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]

6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”). Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

- (1) Pre-tax Deferrals
- (2) Roth Deferrals
- (3) Age 50 Catch-Up Contributions
- (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[Note: Any amounts excluded under this subsection do not apply to Safe Harbor Matching Contributions under AA §6C-2. See AA §6D-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.]

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.]

- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder. If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.]

6B-4 LIMITS ON MATCHING CONTRIBUTIONS. In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. (See AA §6D-2 for any limits that apply with respect to After-Tax Employee Contributions.)

- (a) **ACP safe harbor match.** The Matching Contribution formula(s) selected in AA §6B-2 are designed to satisfy the ACP Safe Harbor as described in Section 6.04(a) of the Plan. Therefore, any Matching Contribution selected in AA §6B-2 will only apply with respect to Eligible Contributions that do not exceed 6% of Plan Compensation and, to the extent any Matching Contribution formula is discretionary, the total amount of discretionary Matching Contributions will not exceed 4% of Plan Compensation for the Plan Year.

[Note: If this subsection (a) is checked, no allocation conditions should be selected under AA §6B-7. If allocation conditions are selected under AA §6B-7, the Matching Contributions under this AA §6B-2 may not qualify for the ACP safe harbor. See Section 6.04(a) of the Plan. Also, if this subsection (a) is checked, the Employer must complete AA§6C.]

- (b) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:
- (1) ___% of Plan Compensation.
- (2) \$____.
- (3) A discretionary amount determined by the Employer.

[Note: If both (1) and (2) are selected, the limit under this subsection is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]

- (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

- (1) ___% of Plan Compensation.
- (2) \$____.
- (3) Other limits on Matching Contributions: _____ (not greater than 100% of Plan Compensation.)

- (d) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):

- (1) Any limit on the amount of Eligible Contributions does not apply to:
- (i) Discretionary match
- (ii) Fixed match
- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

- (2) Any limit on Matching Contributions does not apply to:
- (i) Discretionary match
- (ii) Fixed match
- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

- (e) **Special limits applicable to Matching Contributions:** _____

[Note: Any special provisions under this subsection must comply with the nondiscrimination requirements under Code §401(a)(4).]

6B-5 PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS. The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period
 (b) Plan Year quarter
 (c) calendar month
 (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.]

[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5.]

6B-6 ACP TESTING. The ACP Test will be performed using the Current Year Testing Method, unless designated otherwise under this AA §6B-6.

- (a) **Prior Year Testing Method.** Instead of the Current Year Testing Method, the Plan will use the Prior Year Testing Method in running the ACP Test.

[Note: If the Plan is intended to be a Safe Harbor 403(b) Plan (as designated in AA §6C below), the Plan must use the Current Year Testing Method. Thus, for any year the Plan is a Safe Harbor 403(b) Plan, the Current Year Testing Method applies, regardless of any selection under this subsection.]

- (b) **Application of Current Year Testing Method.** The Current Year Testing Method has applied since the ____ Plan Year.

[Note: If the Plan has switched from the Prior Year Testing Method to the Current Year Testing Method, this subsection may be checked to designate the first Plan Year for which the Current Year Testing Method applies.]

- (c) **Special rule for first Plan Year.** If this is a new Plan, the testing method selected in this AA §6B-6 applies for purposes of applying the ACP Test for the first Plan Year of the Plan, unless designated otherwise under this subsection. If the Prior Year Testing Method applies, the ACP of the Nonhighly Compensated Employee Group for the first Plan Year is deemed to be 3%. (See Section 6.02(a)(3) of the Plan.)

- (1) **Instead of the Prior Year Testing Method,** the Plan will use the Current Year Testing Method for the first Plan Year for which the 401(m) Plan is effective.
 (2) **Instead of the Current Year Testing Method,** the Plan will use the Prior Year Testing Method for the first Plan Year for which the 401(m) Plan is effective.

6B-7 ALLOCATION CONDITIONS. A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

[Note: Any allocation conditions set forth under this AA §6B-7 do not apply to Safe Harbor Matching Contributions under AA §6C, unless provided otherwise under those specific sections. See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.]

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

- (b) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than:
- (1) ____ (not to exceed 500) Hours of Service during the Plan Year.
 - (i) Hours of Service are determined using actual Hours of Service.
 - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):
 - (A) Monthly (B) Weekly
 - (C) Daily (D) Semi-monthly
 - (2) ____ (not more than 91) consecutive days of employment with the Employer during the Plan Year.
- [Note: Under this safe harbor allocation condition, an Employee will satisfy the allocation conditions if the Employee completes the designated Hours of Service or period of employment, even if the Employee is not employed on the last day of the Plan Year. See Section 3.07 of the Plan for rules regarding the application of this allocation condition to the minimum coverage test.]*
- (c) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (d) **Minimum service condition.** An Employee must be credited with at least:
- (1) ____ Hours of Service (not to exceed 1,000) during the Plan Year.
 - (i) Hours of Service are determined using actual Hours of Service.
 - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):
 - (A) Monthly (B) Weekly
 - (C) Daily (D) Semi-monthly
 - (2) ____ (not more than 182) consecutive days of employment with the Employer during the Plan Year.
- (e) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.07(a) of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
 - (i) Plan Year quarter
 - (ii) calendar month
 - (iii) payroll period
 - (iv) Other: _____
 - (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____

[Note: Any special rules under subsection (iii) must satisfy the nondiscrimination requirements of Code §401(a)(4).]
- (f) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee:
 - (i) dies during the Plan Year.
 - (ii) terminates employment due to becoming Disabled.
 - (iii) terminates employment after attaining Normal Retirement Age.
 - (iv) terminates employment after attaining Early Retirement Age.

- (v) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
 - (i) an employment condition designated under this AA §6B-7.
 - (ii) a minimum service condition designated under this AA §6B-7.
 - (iii) the following Matching Contributions:
 - (A) Discretionary match
 - (B) Fixed match
 - (C) Tiered match
 - (D) Year of Service match
 - (E) Employee group match
- (g) **Describe** any special rules governing the allocation conditions under the Plan: _____
[*Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4).*]

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

[*Note: Any special rule applicable to matching contributions must satisfy the nondiscrimination requirements of Code §401(a)(4) and provide definitely determinable benefits.*]

SECTION 6C
SAFE HARBOR 403(b) CONTRIBUTIONS

6C-1 **SAFE HARBOR 403(b) PLAN.** Is the Plan intended to be a Safe Harbor 403(b) Plan?

- Yes
- No [*If "No" is checked, skip to Section 6D.*]

6C-2 **SAFE HARBOR CONTRIBUTIONS.** To qualify as a Safe Harbor 403(b) Plan, the Employer must make a Safe Harbor/QACA Safe Harbor Matching Contribution or Safe Harbor/QACA Safe Harbor Employer Contribution. The Safe Harbor Contribution elected under this AA §6C-2 will be in addition to any Employer Contribution or Matching Contribution elected in AA §6 or AA §6B above.

(a) **Safe Harbor/QACA Safe Harbor Matching Contribution.**

(1) **Safe Harbor Matching Contribution formula.**

- (i) **Basic match:** 100% of Salary Deferrals up to the first 3% of Plan Compensation, plus 50% of Salary Deferrals up to the next 2% of Plan Compensation.
- (ii) **Enhanced match:** ___% of Salary Deferrals up to ___% of Plan Compensation.
- (iii) **Tiered match:** ___% of Salary Deferrals up to the first ___% of Plan Compensation,
 - (A) plus ___% of Salary Deferrals up to the next ___% of Plan Compensation,
 - (B) plus ___% of Salary Deferrals up to the next ___% of Plan Compensation.

[*Note: The enhanced match under subsection (ii) and the tiered match under subsection (iii) must provide a matching contribution that is at least equivalent at all deferral levels to the basic match described in subsection (i). If the enhanced match or tiered match applies to Salary Deferrals in excess of 6% of Plan Compensation or if the tiered match provides for a greater level of match at higher levels of Salary Deferrals, the Matching Contribution will be subject to ACP Testing. See Section 6.04(a)(1) of the Plan. The rate of Matching Contributions cannot increase as the rate of Salary Deferrals increases.*]

(2) **QACA Safe Harbor Matching Contribution formula.** [*Note: Also must select AA §6A-8.*]

- (i) **Basic match:** 100% of Salary Deferrals up to the first 1% of Plan Compensation, plus 50% of Salary Deferrals up to the next 5% of Plan Compensation.

- (ii) **Enhanced match:** ___% of Salary Deferrals up to ___% of Plan Compensation.
- (iii) **Tiered match:** ___% of Salary Deferrals up to the first ___% of Plan Compensation,
 - (A) plus ___% of Salary Deferrals up to the next ___% of Plan Compensation,
 - (B) plus ___% of Salary Deferrals up to the next ___% of Plan Compensation.

[Note: The enhanced match under subsection (ii) and the tiered match under subsection (iii) must provide a matching contribution that is at least equivalent at all deferral levels to the basic match described in subsection (i). If the enhanced match or tiered match applies to Salary Deferrals in excess of 6% of Plan Compensation or if the tiered match provides for a greater level of match at higher levels of Salary Deferrals, the Matching Contribution will be subject to ACP Testing. See Section 6.04(a)(1) of the Plan. The rate of Matching Contributions cannot increase as the rate of Salary Deferrals increases.]

- (3) **Period for determining Safe Harbor Matching Contributions.** Instead of the Plan Year, the Safe Harbor/QACA Safe Harbor Matching Contribution formula selected in (1) or (2) above is based on Salary Deferrals for the following period:
 - (i) payroll period
 - (ii) Plan Year quarter
 - (iii) calendar month
 - (iv) Other: _____

[Note: In determining the amount of Safe Harbor/QACA Safe Harbor Matching Contributions for a particular period, if the Employer actually makes Safe Harbor/QACA Safe Harbor Matching Contributions to the Plan on a more frequent basis than the period selected in this subsection (3), a Participant will be entitled to a "true-up" contribution to the extent he/she does not receive a Safe Harbor/QACA Safe Harbor Matching Contribution based on the Salary Deferrals and/or Plan Compensation for the entire period selected in subsection (3). Thus, for example, if Plan Year applies under this subsection (3), additional Safe Harbor/QACA Safe Harbor Matching Contributions may be required if the Safe Harbor/QACA Safe Harbor Matching Contributions are made on a more frequent basis than annually. If true-up contributions will not be made for any Participant under the Plan, payroll period should be selected under subsection (i).]

- (b) **Safe Harbor/QACA Safe Harbor Employer Contribution:** ___% (not less than 3%) of Plan Compensation.

[Note: If the Plan is designated as a QACA under AA §6A-8, the Safe Harbor/QACA Safe Harbor Employer Contribution will be a QACA Safe Harbor Contribution. If the Plan is not designated as a QACA under AA §6A-8, the Safe Harbor/QACA Safe Harbor Employer Contribution will be a regular Safe Harbor Employer Contribution.]

- (1) **Supplemental Safe Harbor notice.** Check this selection if the Employer will make the Safe Harbor/QACA Safe Harbor Employer Contribution pursuant to a supplemental notice, as described in Section 6.04(a)(4)(iii) of the Plan.

[Note: If this subsection (1) is checked, the Safe Harbor/QACA Safe Harbor Employer Contribution described above will be required for a Plan Year only if the Employer provides a supplemental notice (as described in Section 6.04(a)(4)(iii) of the Plan). If the Employer properly provides the Safe Harbor notice but does not provide a supplemental notice, the Employer need not provide the Safe Harbor/QACA Safe Harbor Employer Contribution described above. In such a case, the Plan will not qualify as a Safe Harbor 403(b) Plan for that Plan Year and will be subject to ACP testing, as applicable. See Section 6.04(a)(4)(iii) of the Plan for rules that apply in subsequent Plan Years.]

- (2) **Other plan.** Check this subsection (2) if the Safe Harbor/QACA Safe Harbor Employer Contribution will be made under another plan maintained by the Employer and identify the plan:

- (c) **Special rules:** The following special rules apply for purposes of applying the Safe Harbor provisions under the Plan: ___

[Note: Any special rules must satisfy the nondiscrimination requirements of Code §401(a)(4).]

6C-3 **ELIGIBILITY FOR SAFE HARBOR CONTRIBUTION.** The Safe Harbor Contribution selected in AA §6C-2 above will be allocated to all Participants who are eligible to make Salary Deferrals under the Plan, unless designated otherwise under this AA §6C-3.

- (a) **Availability of Safe Harbor Contributions.** Instead of being allocated to all eligible Participants, the Safe Harbor Contribution selected in AA §6C-2 will be allocated only to:
- (1) Nonhighly Compensated Participants
 - (2) Nonhighly Compensated Participants and any Highly Compensated Non-Key Employees
- (b) **Eligible Employees.** Any Excluded Employees will be determined under the Deferral column under AA §3-1. Note that a Safe Harbor 403(b) Plan is required to provide a Safe Harbor Contribution on behalf of any Employee who is eligible to make Salary Deferrals under the Plan.
- (c) **Minimum age and service conditions.** If this subsection is checked, the following minimum age and service conditions apply for Safe Harbor Contributions. [*Note: The addition of minimum age or service conditions under this subsection may require additional nondiscrimination testing. See Section 6.04(d) of the Plan.*]
- (1) **Minimum service requirement.**
- (i) No minimum service conditions apply.
 - (ii) The minimum service conditions applicable to Matching Contributions (as selected in AA §4).
 - (iii) The minimum service conditions applicable to Employer Contributions (as selected in AA §4).
 - (iv) One Year of Service using shifting Eligibility Computation Period. (See Section 2.03(a)(3)(i) of the Plan.)
 - (v) The completion of at least ____ [*cannot exceed 1,000*] Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
 - (vi) Describe: _____
- [*Note: For purposes of determining eligibility for Safe Harbor Contributions, an Employee may not be required to complete more than one Year of Service.*]
- (2) **Minimum age requirement.**
- (i) No minimum age requirement
 - (ii) Age 21
 - (iii) Age ____ (not later than age 21)
- (3) **Entry Date.**
- (i) Immediate
 - (ii) Semi-annual
 - (iii) Quarterly
 - (iv) Monthly
- (d) **Describe eligibility conditions:** _____
- [*Note: Any additional eligibility conditions must satisfy the requirements of Code §410(a) and may not violate the nondiscrimination requirements of Code §401(a)(4).*]

6C-4 **DEFINITION OF PLAN COMPENSATION.** Unless designated otherwise under this AA §6C-4, Plan Compensation is the same definition as selected under the Deferral column of AA §5-3 and AA §5-4. (See **Note** below for special rules applicable to definition of Plan Compensation.)

- (a) **Modification of Plan Compensation.** Instead of using the definition of Plan Compensation used for Salary Deferrals under AA §5-3, the following exclusions apply for Safe Harbor Contributions:
- (1) No exclusions.
 - (2) All fringe benefits, expense reimbursements, deferred compensation, moving expenses, and welfare benefits are excluded.
 - (3) Amounts received as a bonus are excluded.
 - (4) Amounts received as commissions are excluded.
 - (5) Overtime payments are excluded.
 - (6) Describe adjustments to Plan Compensation: _____
- [*Note: Any exclusions selected under subsections (3) – (6) may cause the definition of Plan Compensation to fail to satisfy a safe harbor definition of compensation under Code §414(s). Any modification under subsection (6) must be definitely determinable and preclude Employer discretion.*]

- (b) **Exclusions applicable only to Highly Compensated Employees.** If this subsection is checked, any non-safe harbor adjustments selected under AA §5-3 or under this AA §6C-4, to the extent the adjustments apply to Safe Harbor Contributions, will apply only to Highly Compensated Employees.

[Note: If this subsection is checked, the definition of Plan Compensation that applies for purposes of determining the amount of Safe Harbor Contributions under the Plan will be deemed to satisfy a safe harbor definition of compensation under Code §414(s). See Section 1.137 of the Plan for a description of non-safe harbor compensation adjustments.]

- (c) **Compensation while a Participant.** Instead of using the period of compensation designated under AA §5-4 for Salary Deferrals, the following Plan Compensation will be taken into account for Safe Harbor Contributions:
- (1) Only Plan Compensation earned while the Employee is eligible to receive a Safe Harbor Contribution.
 - (2) Plan Compensation for the entire Plan Year, including compensation earned while an individual is not eligible to receive the Safe Harbor Contribution.

[Note: In order to qualify as a Safe Harbor 403(b) Plan, the Plan must use a definition of Plan Compensation that satisfies a nondiscriminatory definition under Code §414(s). If the definition of Plan Compensation used for determining Safe Harbor Contributions under the Plan does not satisfy a nondiscriminatory definition under Code §414(s) for a given Plan Year, the Employer will be deemed to have elected to use Total Compensation for purposes of determining the Safe Harbor/QACA Safe Harbor Contribution for such Plan Year.]

6C-5 OFFSET OF ADDITIONAL EMPLOYER CONTRIBUTIONS. Any additional Employer Contributions under AA §6 will be allocated to all eligible Participants in addition to the Safe Harbor Employer Contribution, unless selected otherwise under this AA §6C-5.

- Check this AA §6C-5 to provide that the Safe Harbor Employer Contribution offsets any additional Employer Contributions designated under AA §6.

6C-6 DELAYED EFFECTIVE DATE. The Safe Harbor provisions under this AA §6C are effective as of the Effective Date of the Plan, as designated in the Employer Signature Page. To provide for a delayed effective date for the Safe Harbor provisions, check this AA §6C-6.

- The Safe Harbor provisions under this AA §6C are effective beginning _____. Prior to this delayed effective date, the provisions of this AA §6C do not apply. Thus, prior to the delayed effective date, the Employer is not obligated to make a Safe Harbor Contribution and the Plan is subject to ACP Testing, to the extent applicable.

SECTION 6D SPECIAL CONTRIBUTIONS

6D-1 SPECIAL CONTRIBUTIONS. The following Special Contributions may be made under the Plan:

- (a) No Special Contributions are permitted. *[Skip to Section 7.]*
- (b) After-Tax Employee Contributions.
- (c) Qualified Nonelective Contributions (QNECs).

[Note: Regardless of any elections under this AA §6D-1, the Employer may make additional QNECs to the Plan on behalf of the Nonhighly Compensated Employees and use such amounts to correct an ACP Test violation. See Section 6.02(b)(3) of the Plan for special rules regarding the allocation of QNECs under the Plan.]

6D-2 AFTER-TAX EMPLOYEE CONTRIBUTIONS. If After-Tax Employee Contributions are authorized under AA §6D-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the Plan), except as limited under this AA §6D-2.

- (a) **Eligibility for After-Tax Contributions.** If authorized under AA §6D-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: _____

[Note: Any exclusion of Eligible Participants must satisfy applicable coverage requirement under Code §410(b) and the nondiscrimination requirements of Code §401(a)(4).]

- (b) **Limits on After-Tax Employee Contributions.** If this subsection is checked, the following limits apply to After-Tax Employee Contributions:

- (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:
 - (i) ____% of Plan Compensation

- (ii) \$____
for the following period:
 - (iii) the entire Plan Year.
 - (iv) the portion of the Plan Year during which the Employee is eligible to participate.
 - (v) each separate payroll period during which the Employee is eligible to participate.
- (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
 - (i) ____% of Plan Compensation.
 - (ii) \$_____.
- (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
 - (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
 - (i) All Matching Contributions elected under AA §6B and AA §6C.
 - (ii) All Matching Contributions elected under AA §6B (other than Safe Harbor/QACA Safe Harbor Matching Contributions elected under AA §6C-2).
 - (iii) Only Safe Harbor/QACA Safe Harbor Matching Contributions under AA §6C-2.
 - (iv) All Matching Contributions designated under AA §6B-2 and/or AA §6C-2, except for the following Matching Contributions: _____
 - (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
 - (i) ____% of Plan Compensation.
 - (ii) \$_____.
 - (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant’s Entry Date under the Plan, a Participant’s election to change or resume an after-tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time.
- (e) **ACP Testing Method.** The same ACP Testing Method will apply to After-Tax Employee Contributions as applies to Matching Contributions, as designated under AA §6B-6. If no method is selected under AA §6B-6, the Current Year Testing Method will apply, unless designated otherwise under this subsection.
 - (1) Instead of the Current Year Testing Method, if no testing method is selected under AA §6B-6, the Plan will use the **Prior Year Testing Method** in running the ACP Test.
[Note: If the Plan is a Safe Harbor 403(b) Plan (as designated in AA §6C), the Plan must use the Current Year Testing Method.]
Special rule for first Plan Year. If this is a new 401(m) Plan, the testing method selected in this AA §6B-6 applies for purposes of applying the ACP Test for the first Plan Year of the Plan, unless designated otherwise under this subsection. If the Prior Year Testing Method applies, the ACP of the Nonhighly Compensated Employee Group for the first Plan Year is deemed to be 3%.
 - (2) **Instead of the Prior Year Testing Method,** the Plan will use the Current Year Testing Method for the first Plan Year for which the 401(m) Plan is effective.
 - (3) **Instead of the Current Year Testing Method,** the Plan will use the Prior Year Testing Method for the first Plan Year for which the 401(m) Plan is effective.
- (f) **Other limits:** _____
[Note: Any other limits must comply with the nondiscrimination requirements under Code §401(a)(4).]

6D-3 **QUALIFIED NONELECTIVE CONTRIBUTIONS (QNECs).** If QNECs are authorized under AA §6D-1, the Employer may make a discretionary QNEC to the Plan as a uniform percentage of Plan Compensation, a uniform dollar amount, or as a Targeted QNEC. (See Section 3.02(a)(6)(ii)(B) of the Plan for the description of a Targeted QNEC.) The Employer also may elect under

this AA §6D-3 to make a fixed QNEC to the Plan. If the Employer decides to make a discretionary QNEC, the Employer must designate the contribution as a QNEC prior to making such contribution to the Plan. (See Section 6.02(a)(4) of the Plan for a description of the amount of QNEC that may be used in the ACP Test.)

Unless provided otherwise under this AA §6D-3, any QNEC authorized under AA §6D-1 will be allocated to Nonhighly Compensated Employees who are eligible to make Salary Deferrals, without regard to the allocation conditions selected in AA §6-7. Any contribution designated as a QNEC will automatically be subject to the requirements for QNECs (as described in Section 3.02(a)(6) of the Plan). QNECs will be eligible for in-service distribution under the same conditions as elected for Salary Deferrals under AA §10 (other than hardship distributions), unless designated otherwise under AA §10.

To modify these default allocation provisions, complete the applicable provisions under this AA §6D-3.

- (a) **All Participants.** Any QNEC made pursuant to this AA §6D-3 will be allocated to all Participants who are eligible to defer, including Highly Compensated Employees.
- (b) **Fixed QNEC.**
- (1) The Employer will make a QNEC each Plan Year equal to ____% of Plan Compensation.
- (2) The Employer will make a QNEC each Plan Year equal to \$____.
- (c) **Allocation conditions.** Any QNEC made pursuant to this AA §6D-3 will be allocated only to Participants who have satisfied the following allocation conditions:
- (1) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than 500 Hours of Service. (See Section 3.07 of the Plan.)
- (2) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (3) **Minimum service condition.** An Employee must be credited with at least 1,000 Hours of Service during the Plan Year.
- (4) **Describe:** _____
- [*Note: The allocation conditions may not violate the nondiscrimination requirements of Code §401(a)(4).*]
- (d) **Eligibility for QNECs.** In determining eligibility for QNECs, only those Participants who are eligible for the following contributions will share in the allocation of QNECs (subject to the selections in this AA §6D-3):
- (1) **Employer Contributions**
- (2) **Matching Contributions**
- (3) **Describe:** _____
- [*Note: The allocation conditions may not violate the nondiscrimination requirements of Code §401(a)(4).*]
- (e) **Special rules:** _____
- [*Note: Any special provisions under this AA §6D-3 must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.*]

**SECTION 7
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

- (a) Age 65____ (not to exceed 65).
- (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of the Employee's:
- (1) Participation commencement date.
- (2) Employment date.
- (c) Describe Normal Retirement Age: _____
- [*Note: May not be later than the later of age 65 or the 5th anniversary of the Employee's participation commencement date.*]

7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

(a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:

(1) Attainment of age 55.

(2) The ___ anniversary of the date the Employee commenced participation in the Plan, and/or

(3) The completion of ___ Years of Service, determined as follows:

(i) Same as for eligibility.

(ii) Same as for vesting.

(b) Describe: _____

[Note: Any special rules under this subsection (b) must preclude Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6, Matching Contributions under AA §6B, or QACA Safe Harbor Contributions under AA §6C that are subject to vesting?

Yes

No [*If “No” is checked, skip to Section 9.*]

[Note: “Yes” should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. “No” should be checked if the only contributions under the Plan are Salary Deferrals and/or After-Tax Employee Contributions.]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the Plan for a description of the various vesting schedules under this AA §8-2.)

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

ER Match

 (1) Full and immediate vesting

 (2) 3-year cliff vesting schedule

 (3) 5-year graded vesting schedule

 (4) 6-year graded vesting schedule

 (5) Modified vesting schedule

100 % after 1 Year of Service

100 % after 2 Years of Service

100 % after 3 Years of Service

100 % after 4 Years of Service

100 % after 5 Years of Service

100% after 6 Years of Service

 (6) Describe additional modifications applicable to Employer Contributions: _____

 (7) Describe additional modifications applicable to Matching Contributions: _____

[Note: If a modified vesting schedule is selected under this subsection (a), the vested percentage for every Year of Service must satisfy the vesting requirements under the 6-year graded vesting schedule, unless 100% vesting occurs after no more than 3 Years of Service.]

(b) **Special vesting schedule for QACA Safe Harbor Contributions.** Unless designated otherwise under this subsection, any QACA Safe Harbor Contributions will be 100% vested. However, if this subsection is checked, the following

vesting schedule applies for QACA Safe Harbor Contributions. [*Note: This subsection may be checked only if a QACA Safe Harbor Contribution is selected under AA §6C-2.*]

Instead of being 100% vested, QACA Safe Harbor Contributions are subject to the following vesting schedule:

- (1) 2-year cliff vesting
- (2) 1-year cliff vesting
- (3) Graduated vesting
 - ____% after 1 Year of Service
 - 100% after 2 Years of Service

(c) **Special provisions applicable to vesting schedule:** _____

[*Note: Any special provisions must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the vesting requirements under Code §411.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's ____ (not to exceed 18th) birthday is excluded.

[*Note: See Section 7.06 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.*]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if the Employee:

- (a) dies while employed with the Employer.
- (b) terminates employment due to becoming Disabled.
- (c) reaches Early Retirement Age while employed with the Employer.
- (d) N/A. No vesting increase applies.

[*Note: This AA §8-4(d) should not be completed if the Plan provides for 100% vesting for all contribution sources.*]

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER | Match | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Vesting Computation Period. Instead of the Plan Year: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods. <input type="checkbox"/> (2) Describe: _____ |

[*Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]

- | ER | Match | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection is checked, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 7.04 of the Plan. |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. Hours of Service for vesting will be determined under the following Equivalency Method: <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) Nonvested Participant Break in Service rule applies. Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07 of the Plan.) <ul style="list-style-type: none"> <input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) One-Year Break in Service rule applies. The One-Year Break in Service rule (as defined in Section 7.07 of the Plan) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service. <ul style="list-style-type: none"> <input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Special rules: _____
[Note: Any special rules must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.] |

8-6 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

- | ER | Match | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-6.] |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c), forfeitures will be applied:

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

ER Match

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- (h) Forfeitures are not subject to any allocation conditions.
- (i) Forfeitures are subject to a last day of employment allocation condition.
- (j) Forfeitures are subject to a ___ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- (k) Describe: _____
[Note: Any language added under this subsection (k) may not result in a discriminatory allocation of forfeitures in violation of the requirements of Code §401(a)(4).]

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 7.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur upon the completion of ___ [cannot exceed 5] consecutive Breaks in Service.

**SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant’s vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan. [This annuity distribution option is in addition to any QJSA distribution required under AA §9-2.]
- (c) **Describe distribution options:** A Participant may take a partial distribution of less than their entire vested Account Balance.

[Note: Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 **QUALIFIED JOINT AND SURVIVOR ANNUITY RULES.** This Plan is not subject to the Qualified Joint and Survivor Annuity rules, except to the extent required under Section 9.01 of the Plan (e.g., if the Plan is a transferee plan). Upon termination of employment, a Participant may receive a distribution from the Plan, in accordance with the provisions of AA §9-3, in any form allowed under AA §9-1. (If any portion of this Plan is subject to the Qualified Joint and Survivor Annuity rules, the QJSA and QPSA provisions will automatically apply to such portion of the Plan.)

To override this default provision, complete the applicable sections of this AA §9-2.

(a) **Qualified Joint and Survivor Annuity rules.** Check this subsection to apply the Qualified Joint and Survivor Annuity rules to the entire Plan. If this subsection is checked, all distributions from the Plan must satisfy the QJSA requirements under Section 9 of the Plan, with the following modifications:

(1) **No modifications.**

(2) **Modified QJSA benefit.** Instead of a 50% survivor benefit, the Spouse's survivor benefit is:

(i) 100% (ii) 75% (iii) 66-2/3%

(b) **Modified QPSA benefit.** Instead of a 50% QPSA benefit, the QPSA benefit is 100% of the Participant's vested Account Balance.

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the completion of ___ Breaks in Service (*no more than 5*).
- (5) the end of the calendar quarter following the date the Participant terminates employment.
- (6) attainment of Normal Retirement Age, death or becoming Disabled.
- (7) Describe: _____

[Note: Any distribution event under this subsection (a) will apply uniformly to all Participants under the Plan, may not be subject to the discretion of the Employer or Plan Administrator and may not violate the nondiscrimination requirements of Code §401(a)(4).]

(b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the end of the calendar quarter following the date the Participant terminates employment.
- (5) Describe: _____

[Note: Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator and may not violate the nondiscrimination requirements of Code §401(a)(4).]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

- (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
- (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

(3) **Describe:** _____

[Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator. The event can be no later than the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.]

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

(1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

(2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

(3) Alternative definition of Disabled: _____

[Note: Any alternative definition described above will apply uniformly to all Participants under the Plan. In addition, any alternative definition of Disabled may not discriminate in favor of Highly Compensated Employees.]

9-5 DETERMINATION OF BENEFICIARY.

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows:

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.]

9-6 SPECIAL RULES.

(a) **Availability of Involuntary Cash-Out Distributions.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.06 of the Plan.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following terminated Participants:

(1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.03(b) of the Plan for special rules upon Plan termination.)

- (2) **Lower Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant’s vested Account Balance is less than or equal to:
- (i) \$1,000
 - (ii) \$___ (must be less than \$5,000)
- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.06 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000 (to the extent available under the Plan).
- To override this default provision, check this subsection (b).
- The Automatic Rollover provisions under Section 8.06 of the Plan apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (c) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (c), Rollover Contributions will be excluded in determining whether a Participant’s vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and Section 8.04(a) of the Plan. To include Rollover Contributions for purposes of applying the Plan’s distribution rules, check below.
- In determining whether a Participant’s vested Account Balance exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be included.
- (d) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.04 of the Plan apply for distributions occurring prior to attainment of the Participant’s required beginning date as defined in Code §401(a)(9).
- To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.
- Subject to the spousal consent requirements under Section 9.04 of the Plan, a distribution from the Plan may be made to a terminated Participant without the Participant’s consent, regardless of the value of such Participant’s vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

SECTION 10
IN-SERVICE DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

[Note: In-service distributions must satisfy the distribution restrictions applicable to Custodial Accounts.]

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Attainment of age <u>59½</u> . <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan). <i>[Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account, or QNECs.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. <i>[Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account, or QNECs.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(g) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(h) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) Completion of ___ months of service. <i>[This election is not available with respect to amounts held in a Custodial Account.]</i>

Deferral Match ER

(j) Describe: _____

[Note: Unless designated otherwise under (j), any selection(s) in the Deferral column also apply to Roth Contributions and QNECs. Distributions from a Participant’s Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59 ½. Distributions from a Participant’s Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j). Any event described in (j) may not violate the permissible distribution events under the Plan.]

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under AA §10-1.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions, and/or Safe Harbor Contributions:

Rollover	After-Tax	SH	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age _____. <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	N/A	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	N/A	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	N/A	(h) Completion of ____ months of service.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

[Note: Any distribution event described in this AA §10-2 may not discriminate in favor of Highly Compensated Employees. No in-service distribution of Safe Harbor/QACA Safe Harbor Contributions is permitted prior to age 59½, except upon Participant’s Disability.]

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$_____.
- (d) A Participant may not take an in-service distribution of more than \$_____.
- (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the Plan: _____

[*Note: This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.*]

- (g) Other distribution rules: The Plan does not permit distributions pursuant to the HEART Act on account of deemed severance of employment as described in section 8.03(b)(4) of the Plan.

[*Note: Any other distribution rules described in this subsection may not discriminate in favor of Highly Compensated Employees. This subsection may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral Match ER

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) Monthly. The Plan is valued at the end of each month of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) Quarterly. The Plan is valued at the end of each Plan Year quarter. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) Describe: _____ |

[Must be at least on an annual basis.]

[*Note: The Employer may elect operationally to perform interim valuations, provided such valuations do not result in discrimination in favor of Highly Compensated Employees.*]

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

[*Note: This subsection may be used to describe special rules for different investment options. Any special rules may not violate the nondiscrimination rules under Code §401(a)(4).*]

11-2 **DEFINITION OF HIGHLY COMPENSATED EMPLOYEE.** In determining which Employees are Highly Compensated (as defined in Section 1.66 of the Plan), the Top-Paid Group Test does not apply, unless designated otherwise under this AA §11-2.

- (a) The **Top-Paid Group Test** applies.
- (b) The **Calendar Year Election** applies. [*Note: This subsection may be chosen only if the Plan Year is not the calendar year. If this subsection is not selected, the determination of Highly Compensated Employees is based on the Plan Year. See Section 1.66 of the Plan.*]

11-3 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-3 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the Plan.

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.

[*Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.*]

- (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Includible Compensation includes imputed compensation for a Nonhighly Compensated Participant who terminates employment on account of becoming Disabled.

- (c) **Special rules:** _____

[*Note: Any special rules under this subsection must be consistent with the requirements of Code §415 and the regulations thereunder and must comply with the nondiscrimination requirements under Code §401(a)(4).*]

11-4 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the Plan apply.

To modify the default provisions under Section 5.03(e) of the Plan, designate how such rules will apply.

- Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: _____

11-5 **DELEGATION OF ADMINISTRATIVE FUNCTIONS:** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-6 **FAIL-SAFE COVERAGE PROVISION.** If the Plan fails the minimum coverage test under Code §410(b) due to the application of an allocation condition under AA §6-7 or AA §6B-7, the Employer must amend the Plan in accordance with the provisions of Section 14.02(a) of the Plan to correct the coverage violation.

Alternatively, the Employer may elect under this AA §11-6 to apply a Fail-Safe Coverage Provision that will allow the Plan to automatically correct the minimum coverage violation.

- The Fail-Safe Coverage Provision (as described under Section 14.02(b)(1) of the Plan) applies.

[*Note: If the Fail-Safe Coverage Provision applies, the Plan may not perform the average benefit test to demonstrate compliance with the coverage requirements under Code §410(b), except as provided in Section 14.02 of the Plan.*]

11-7 **ELECTION NOT TO PARTICIPATE.** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

- An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan. [*Note: Use of this provision could result in a violation of the minimum coverage rules under Code §410(b).*]

11-8 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.

- The following special rules apply with respect to Multiple Employer Plans: _____

[*Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).*]

11-9 **CLAIMS PROCEDURES.** Section 11.10 of the Plan provides procedures for Participants to file a claim for benefits. Unless designated otherwise under this AA §11-9, the claims procedures under Section 11.10 of the Plan apply.

- The following special rules apply with respect to claims procedures under Section 11.10 of the Plan: _____

[*Note: Any special rules must satisfy the requirements under ERISA Reg. §2560.503-1 and any other applicable guidance.*]

11-10 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS:** _____

[*Note: Any special rule must satisfy the applicable requirements under Code §403(b), in particular the nondiscrimination requirements of Code §401(a)(4).*]

11-11 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers.

- (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.05 of the Plan.
- (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.06 of the Plan.
- (c) **Describe special rules applicable to contract exchanges and plan-to-plan transfers:** _____

11-12 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

- Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-13 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan: _____

[Note: Any special rule must satisfy the requirements under Code §403(b) and the applicable regulations, including the nondiscrimination requirements under Code §401(a)(4).]

APPENDIX A
SPECIAL EFFECTIVE DATES

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

- A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:

- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-7 **Safe Harbor 403(b) Plan provisions.** The Safe Harbor 403(b) Plan provisions under AA §6C are effective as follows:

- A-8 **Special Contributions.** The Special Contribution provisions under AA §6D are effective as follows:

- A-9 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-10 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-11 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-12 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:

- A-13 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- A-14 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply as follows:

- A-15 **Other special effective dates:**

- A-16 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-15) to memorialize these changes or they may use this A-16. If the adopting employer uses A-16, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

(a) Yes

(b) No

If B-1 (a) is elected, loans will be provided under a separate written loan policy.

**APPENDIX C
ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 RESERVED

C-2 ROLLOVER CONTRIBUTIONS. Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

- No
 Yes

- (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)
- (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.
- (c) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in subsection (c) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 QDRO PROCEDURES. Do the default QDRO procedures under Section 11.09 of the Plan apply?

- No
 Yes

- The provisions of Section 11.09 are modified as follows: _____

[Note: Any modification must satisfy the requirements of Code §414(p) and related IRS guidance.]

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective _____ [*insert Effective Date of Plan*]. [**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) An **amendment or restatement** of the Plan. If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: 1-1-2020
[**Note:** Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]
- (2) Name of plan being amended/restated: Early Learning Coalition of Broward County, Inc. Retirement Plan
- (3) The original effective date of the plan being amended/restated: 9-1-2002
- (4) If Plan is being amended, identify Adoption Agreement sections being amended: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): AIG Retirement Services Company
Address: 2919 Allen Parkway L-10 Houston, Texas 77019
Telephone number: (888) 478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Early Learning Coalition of Broward County, Inc.
(Name of Employer)

(Name of authorized representative)

(Title)

ADDENDUM A
ALLOCATION OF ADMINISTRATIVE FUNCTIONS

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective 1-1-2020.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

Administrative functions are specified in a separate service agreement.

**ADDENDUM B
 VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2020.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

A. Vendors authorized to receive contributions and, subject to the terms of the Plan, exchanges, and/or transfers:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):	
			<u>Approved for hardship distributions</u> (Yes or No)	<u>Approved for loans</u> (Yes or No)

Note: If not otherwise specified, to the extent permitted by the Plan and the applicable Investment Arrangement, hardships and loans shall be permitted from the approved Vendors identified above.

B. Vendors included in the Plan (in accordance with applicable law) but which are not authorized to receive new contributions under the Plan:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):		
			<u>Approved for hardship distributions</u> (Yes or No)	<u>Approved for loans</u> (Yes or No)	<u>Exchanges and/or transfers- in permitted, subject to terms of the Plan?</u> (Yes or No)

Note: Unless otherwise specified above, hardships and loans shall not be available from the Vendors identified in B above. In addition, unless otherwise specified above, exchanges and/or transfers to a Vendor identified in B shall not be permitted.

C. Vendors that may receive exchanges/transfers under the Plan pursuant to an information sharing agreement (never approved to receive contributions under the Plan):

Name of Vendor	Contact Name	Contact Phone

Note: With respect to exchanges and transfers generally, subject to the Plan, exchanges from all Vendors on the Appendix A are permitted to a Vendor (i) authorized to receive contributions and identified in Section A, (ii) Vendors specifically identified as approved for transfers and exchanges under Section B, or (iii) Vendors authorized to receive exchanges and/or transfers pursuant to an information sharing agreement and identified in Section C.

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved 403(b) Plan Provider has Defaults as indicated by the items checked under the Provider Default column under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer does not need to execute the Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign the Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below. All elections are subject to the terms governing the applicable Investment Arrangements.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

(a) **Source accounts (not including earnings).** [*Note: Not applicable to amounts held in Custodial Accounts and to Plans sponsored by Governmental entities and certain Churches, other than NQCCOs, that are not subject to the nondiscrimination rules.*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(7) or HD-1(a)(8) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.09(e) of the Plan (Section 8.08(e) of the Retirement Income Account Plan), as amended by this interim amendment, with respect to the following sources:

- (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- (2) *Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (3) *Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (4) *Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (5) *QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (6) *QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (7) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (8) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

(b) **Earnings on source accounts.** [*Note: Earnings on Salary Deferrals, except for grandfathered earnings, are not available for Hardship distribution (see Section 8.09(e)(5) (Section 8.08(e)(5) for Retirement Income Account Plans).*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(1) or HD-1(b)(2) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on all available sources.

- (1) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (2) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- (c) Describe any special requirements with respect to the need to first obtain all available loans: _____
- (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply. _____

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the Hardship distribution suspension rule.)

[*Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.*]

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.

- (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
 - Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS.
(Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: _____
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-5 OTHER APPLICABLE RULES. Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: _____

HD-6 MEMORIALIZATION OF PRIOR OPERATION. The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: _____

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedures 2013-22 and 2019-39 and Section 14.01(a) of the Plan, this Hardship Distribution Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

Early Learning Coalition of Broward County, Inc. _____
(Name of Employer)

(Name of Authorized Representative, if applicable) (Title)

(Signature) (Date)

**ACTION BY THE GOVERNING BOARD
RESTATEMENT OF 403(b) RETIREMENT PLAN**

The undersigned, on behalf of the Governing Board, hereby certifies that at a meeting of the Governing Board of Early Learning Coalition of Broward County, Inc. ("Employer"), the following resolutions were approved:

WHEREAS, the Employer has maintained the Early Learning Coalition of Broward County, Inc. Retirement Plan ("Plan") since 9-1-2002 for the benefit of eligible employees; and

WHEREAS, the Employer is restating the above-referenced Plan to comply with the final Section 403(b) regulations and to continue to receive the tax benefits of an IRS pre-approved plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Early Learning Coalition of Broward County, Inc. Retirement Plan as a complete restatement of the prior Plan, to be effective on 1-1-2020;

RESOLVED FURTHER that the undersigned representative of the Employer is authorized to execute the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan restatement. The Employer may designate any other authorized person to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the Governing Board, along with a copy of the prior plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan.

The undersigned hereby certifies that he/she is an Authorized Representative of the Employer and that the foregoing is a true record of a resolution duly adopted at a meeting of the Governing Board and that said meeting was held in accordance with state law and the Bylaws of the above-named Employer.

IN WITNESS WHEREOF, I have executed my name below as an Authorized Representative of the Employer.

Name of Authorized Representative

Signature

Date