

**ADOPTION AGREEMENT #001
ERISA 403(b) PLAN
Without Retirement Income Account**

NOTE: This plan document is intended for use by a 403(b) plan that is subject to ERISA.

The undersigned Adopting Employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 403(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #007 (ERISA 403(b)) and any related appendix and addendum to the Adoption Agreement. Unless otherwise indicated, all section references are to sections in the Basic Plan Document.

ADOPTING EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-13 below.

1. Name of adopting employer (Plan Sponsor): Arizona's Children Association
2. Address: 3716 E. Columbia Street
3. City: Tucson
4. State: Arizona
5. Zip: 85714
6. Phone number: 520-622-7611
7. Fax number: _____
8. Plan Sponsor EIN: 86-0096772
9. Plan Sponsor fiscal year end: September 30
10. Plan Sponsor entity type:
 - a. Tax-Exempt Organization under Code section 501(c)(3)
 - b. Church or Qualified Church Controlled Organization (This option should only be chosen by a Plan Sponsor who is a Church or Qualified Church Controlled Organization that has made the irrevocable election to be covered by ERISA.)
11. State of organization of Plan Sponsor: Arizona
12. **Affiliated Service Groups**
 The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____
NOTE: Affiliated service group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.
NOTE: Listing affiliated service group members is for information purposes only and is optional.
13. **Controlled Groups**
 The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): Arizona's Children Foundation
NOTE: Controlled group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.
NOTE: Listing controlled group members is for information purposes only and is optional.

PLAN INFORMATION

A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 004
2. Plan name:
 - a. Arizona's Children Association Employee's 403(b) Savings and Retirement Plan
 - b. _____
3. **Effective Date**
 - a. Original effective date of Plan: July 01, 1991
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: January 01, 2010

A. GENERAL INFORMATION

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the Plan will be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement will be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, such stated specific effective date will apply to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

NOTE: The effective date of this restatement cannot be earlier than January 1, 2009.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on December 31 (e.g. December 31)
b. The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. Plan Year
b. calendar year
c. other (e.g., Employer's Fiscal Year): _____

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period. This includes a year with an annual period varying from 52 to 53 weeks, as long as the year satisfies the requirements of Code section 441 (f).

6. Frozen Plan

- The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee will become a Participant, no Participant will be eligible to further participate in the Plan, and no contributions will accrue as of and after the date specified.

Plan Features

7. Elective Deferrals

- a. Elective Deferrals are permitted.
i. Yes
ii. Formerly Allowed
iii. No
b. Roth Elective Deferrals are permitted.
i. Yes
ii. Formerly Allowed
iii. No

NOTE: If "No" is selected in A.7a, questions regarding Elective Deferrals and Safe Harbor Contributions are disregarded, and no Elective Deferrals Safe Harbor Contributions will be permitted.

8. Voluntary After-Tax Contributions

Voluntary After-Tax Contributions are permitted.

- a. Yes
b. Formerly Allowed
c. No

NOTE: If "No", questions regarding Voluntary After-Tax Contributions are disregarded.

9. Mandatory Contributions

- a. Mandatory After-Tax Contributions are permitted.
i. Yes
ii. Formerly Allowed
iii. No
b. Mandatory Pre-Tax Contributions are permitted.
i. Yes
ii. Formerly Allowed
iii. No

NOTE: If "No", questions regarding Mandatory Contributions are disregarded.

10. Safe Harbor Contributions

Safe Harbor Contributions are permitted.

- a. Yes
- b. Formerly Allowed
- c. No

NOTE: If "No", questions regarding Safe Harbor Contributions are disregarded.

11. Matching Contributions

Matching Contributions are permitted.

- a. Yes
- b. Formerly Allowed
- c. No

NOTE: If "No", questions regarding Matching Contributions are disregarded.

12. Non-Elective Contributions

Non-Elective Contributions are permitted.

- a. Yes
- b. Formerly Allowed
- c. No

NOTE: If "No", questions regarding Non-Elective Contributions are disregarded.

13. Plan Features Effective Dates

- a. There is a special effective date for one or more features specified in A.7 through A.13. The special effective date(s) that occur after the Effective Date specified in A.3 is/are: _____
- b. A previous Plan amendment eliminated one or more of the features specified in A.7 through A.13. Specify any provisions that apply to the eliminated Plan features: _____

NOTE: If A.13a is selected, indicate the feature (Elective Deferrals, Matching Contributions, etc.) and the effective date of the feature. The effective date must be after the Effective Date specified in A.3.

NOTE: Elective Deferrals will be effective as of the later of the date specified in A.13a or the execution of an amendment/restatement that first provides for Elective Deferrals.

Compensation

14. Compensation

- a. Compensation for purposes of allocations is defined as:
 - i. W-2
 - ii. Withholding Compensation
 - iii. Section 415 Safe Harbor
- b. Compensation is determined over the period specified below ending with or within the Plan Year:
 - i. Plan Year
 - ii. calendar year
 - iii. Limitation Year
 - iv. Other twelve-month period beginning on: _____ (enter month and day)

NOTE: If "Plan Year" is not selected in A.14b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year

15. Compensation Inclusions

- a. **Elective Deferrals**
 - Elective Deferrals are included in Compensation for the following purposes:
 - i. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - ii. Matching Contributions
 - iii. Non-Elective Contributions
- b. **Deemed Code section 125 Compensation**
 - Deemed Code section 125 Compensation is included in Compensation for the following purposes:
 - i. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - ii. Matching Contributions
 - iii. Non-Elective Contributions
- c. **Post Severance Compensation**
 - Post Severance Compensation is included in Compensation for the following purposes:
 - i. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.

- ii. Matching Contributions
- iii. Non-Elective Contributions

d. Post Year-End Compensation

- Post Year-End Compensation is included in Compensation for the following purposes:
- i. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - ii. Matching Contributions
 - iii. Non-Elective Contributions

NOTE: If "Yes" is selected, amounts earned during a Plan Year and paid during the first few weeks of the following Plan Year will be included in Compensation for the prior Plan Year.

e. Other Pay

Other pay is included in Compensation for the following purposes: (not otherwise included in A.15)(e.g., fringe benefits for all Participants):

- i. Describe other pay included in the definition of Compensation for Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
- ii. Describe other pay included in the definition of Compensation for Matching Contributions.
- iii. Describe other pay included in the definition of Compensation for Non-Elective Contributions.

NOTE: If other pay (A.15e) is selected, A.15e should indicate for which class of Participants the Compensation is included, must be objectively determinable, and may not be specified in a manner that is subject to Adopting Employer discretion. If the Plan is intended to be a safe harbor plan (C.1a is not "No"), the Compensation used to allocate the Safe Harbor Contributions must be non-discriminatory within the meaning of Treas. Reg. section 1.401(k)-3(b)(2).

Compensation Exclusions**16. Pay Before Participation**

- Compensation earned before participation in the Plan is excluded from Compensation for the following purposes:
- a. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - b. Matching Contributions
 - c. Non-Elective Contributions

NOTE: If selected, Compensation will include only those amounts that are actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation will include those amounts that are actually paid to the Participant during the period specified in A.14b.

17. 414(s) Safe Harbor Alternative Definition

- Certain fringe benefits are excluded from Compensation for the following purposes:
- a. Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - b. Matching Contributions
 - c. Non-Elective Contributions

NOTE: If selected, Compensation will exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)).

18. Other Pay

- a. Other pay excluded from Compensation for the following purposes (e.g., bonuses, commissions):
- i. Describe other pay excluded from the definition of Compensation for Elective Deferrals, Voluntary Contributions, Mandatory Contributions, and Safe Harbor Contributions.
 - ii. Describe other pay excluded from the definition of Compensation for Matching Contributions.
 - iii. Describe other pay excluded from the definition of Compensation for Non-Elective Contributions.
- b. **Other pay is excluded from Compensation for the following Participants:**
- i. Highly Compensated Employees only.
 - ii. All Participants

- iii. Other (e.g., owners) _____

NOTE: If All Participants (A.18a.ii) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).

NOTE: The pay specified above (A.18a) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: If the Plan is intended to be a safe harbor plan (C.1a is not "No"), the Compensation used to allocate the Safe Harbor Contributions must be safe harbor compensation within the meaning of Treas. Reg. section 1.401(k)-3(b)(2).

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

Definitions

19. Highly Compensated Employee

- a. Use top-paid group election in determining Highly Compensated Employees
 b. Use calendar year beginning with or within the preceding Plan Year in determining Highly Compensated Employees

NOTE: A.19b will only apply if the Plan Year end in A.4a is not December 31.

20. Disability

Definition of Disability

- a. Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.
 b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
 c. Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment will be supported by medical evidence.
 d. Pursuant to other Adopting Employer Disability Plan. The Participant is eligible to receive benefits under a disability plan sponsored by the Adopting Employer.
 e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written nondiscriminatory policy.
 f. Other: _____

NOTE: If A.20f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

21. Choice of Law

Name of state or commonwealth for choice of law (Section 14.05): Arizona

B. ELIGIBILITY

Exclusions - Elective Deferrals

1. For purposes of Elective Deferrals, the term "Eligible Employee" will not include (select all that apply):

- a. Employees whose maximum Elective Deferrals would not exceed \$200.
 b. Employees who are eligible to participate in an eligible governmental plan under section 457(b) that permits contributions or deferrals at the election of the employee.
 c. Employees who are eligible to participate in a plan of the Employer offering a qualified cash or deferred election under Code section 401(k) or a contract described in Code section 403(b).
 d. Employees who are non-resident aliens described in Code section 410(b)(3)(C).
 e. Employees who are students performing services described in Code section 3121(b)(10).
 f. Employees who normally work fewer than 20 hours per week.

NOTE: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that

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12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

NOTE: If the Plan elects to exclude either Employees who are students performing services or Employees who normally work fewer than 20 hours per week and fail to exclude an Employee who falls into one of those excluded classes as of the date the Employee was incorrectly allowed to participate in the plan all other Employees who fall into the same excluded class must be permitted to participate in the Plan.

Exclusions - Other Contributions

For purposes of the contributions specified below, the term "Eligible Employee" will not include:

2. Union Employees

- An Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan will be excluded from the Plan for the following purposes:
- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions

3. Leased Employees

- A Leased Employee will be excluded from the Plan for the following purposes:
- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions

4. Non-Resident Aliens

- An Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) that constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)) will be excluded from the Plan for the following purposes:
- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions

5. Other Employees

- Other Employees, as defined below, will be excluded from the Plan for the following purposes (e.g., Employees paid on a salary basis):
- a. Voluntary Contributions
Other Employee: _____
 - b. Mandatory After-Tax Contributions
Other Employee: _____
 - c. Mandatory Pre-Tax Contributions
Other Employee: _____
 - d. Safe Harbor Contributions
Other Employee: _____
 - e. Matching Contributions
Other Employee: _____
 - f. Non-Elective Contributions
Other Employee: _____

NOTE: If selected, the definition of "other Employee" provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Rules - Elective Deferrals

6. The frequency of entry dates for Elective Deferrals will be:

- a. immediate
- b. first day of each calendar month
- c. other: _____

NOTE: Under the universal availability rules an Eligible Employee must enter the Plan as soon as administratively feasible following their hire date (no more than 60 days following date of hire).

Eligibility - Other Contributions

Except as otherwise provided in B.6, an Eligible Employee will be eligible to make contributions other than Elective Deferrals (if permitted pursuant to A.8-A.12) at the time specified in B.8 upon meeting the requirements of B.7 and B.8.

7. Age Requirement

Minimum age requirement for Contributions other than Elective Deferrals: (leave blank or enter "0" if none)

- _____ Voluntary Contributions
- _____ Mandatory After-Tax Contributions
- _____ Mandatory Pre-Tax Contributions
- _____ Safe Harbor Contributions
- 0 Matching Contributions
- 0 Non-Elective Contributions

NOTE: The maximum age is 21. The maximum age is 26 in the case of any plan maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer that is exempt from tax under section 501(a) that provides that each participant having at least 1 year of service is fully vested.

NOTE: If the Plan provides for Safe Harbor Contributions, no age should be specified in B.6 unless the Plan is using the special Code section 410(b) disaggregation rules. If the Plan is using the special Code section 410(b) disaggregation rules, then the maximum age is 21.

8. Minimum service requirement

a. Minimum service requirement:

- i. None
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- ii. Completion of one Year of Eligibility Service
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- iii. Completion of two Years of Eligibility Service
 - a. Matching Contributions
 - b. Non-Elective Contributions
- iv. Completion of _____ Hours of Service (not to exceed 1,000) within a twelve-month period
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- v. Completion of _____ months of service (not to exceed 12)

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- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- vi. Completion of _____ months of service (not to exceed 24)
- a. Matching Contributions
 - b. Non-Elective Contributions
- vii. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12)
- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- viii. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 24)
- a. Matching Contributions
 - b. Non-Elective Contributions
- ix. Completion of _____ consecutive months of continuous service (not to exceed 12)
- a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- x. Completion of _____ consecutive months of continuous service (not to exceed 24)
- a. Matching Contributions
 - b. Non-Elective Contributions
- xi. Other: (e.g., 160 hours in each of three consecutive months)
- a. Voluntary Contributions
 - b. _____ Mandatory After-Tax Contributions
 - c. _____ Mandatory Pre-Tax Contributions
 - d. _____ Safe Harbor Contributions
 - e. _____ Matching Contributions
 - f. _____ Non-Elective Contributions

NOTE: Service taken into account for purposes of B.8 will be determined under the terms and conditions specified for determining a Year of Eligibility Service.

NOTE: If one or two Year of Eligibility Service (B.8a.ii or B.8a.iii) is selected, and no hours are specified, the Plan will use 1,000 Hours of Service.

NOTE: If B.8a.xi is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: Hours of Service failsafe: if B.8a.iv - B.8a.xi is selected and the Plan uses the Hours of Service method, the service requirement under B.14 will be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided that the individual is an Eligible Employee on the applicable entry date.

NOTE: If 24 months is specified in B.8.vi, B.8.viii or B.8.x the applicable asset source must be immediately 100% vested.

- b. Enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Contributions other than Elective Deferrals: 1,000 (not more than 1,000)

9. Entry Dates

a. Frequency of entry dates for Contributions other than Elective Deferrals:

- i. immediate**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- ii. first day of each calendar month**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- iii. first day of each Plan quarter**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- iv. first day of the first month and seventh month of the Plan Year**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- v. first day of the Plan Year**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- vi. other: (e.g., first day of each pay period)**
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions

NOTE: The entry date specified above (B.8a.iv) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

b. Timing of Entry Dates

If B.9a.i and B.9a.vi (immediate entry/dates specified) are not selected, an Eligible Employee will become a Participant eligible to receive an allocation of Contributions other than Elective Deferrals on the entry date selected in B.9a that is _____ the date the requirements of B.7 through B.8 are met.

- i. coincident with or next following
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- ii. next following
 - a. Voluntary Contributions
 - b. Mandatory After-Tax Contributions
 - c. Mandatory Pre-Tax Contributions
 - d. Safe Harbor Contributions
 - e. Matching Contributions
 - f. Non-Elective Contributions
- iii. coincident with or immediately preceding
 - a. Safe Harbor Contributions
 - b. Matching Contributions
 - c. Non-Elective Contributions
- iv. immediately preceding
 - a. Safe Harbor Contributions
 - b. Matching Contributions
 - c. Non-Elective Contributions
- v. nearest to
 - a. Safe Harbor Contributions
 - b. Matching Contributions
 - c. Non-Elective Contributions

NOTE: The combination of B.9a and B.9b must meet the requirements of ERISA section 202(a). For instance, B.9a ("first day of the Plan Year") may not be selected with B.16b ("coincident with or next following") if two Years of Service is required under B.8.

10. Additional requirements, limitations, conditions, or other modifications to B.7 - B.9 (e.g., Participants part of a collectively bargained for agreement will be immediately eligible for Elective Deferrals and will enter the Plan for that purpose on their date of hire.):

- Voluntary Contributions
Other: _____
- Mandatory After-Tax Contributions
Other: _____
- Mandatory Pre-Tax Contributions
Other: _____
- Safe Harbor Contributions
Other: _____
- Matching Contributions
Other: _____
- Non-Elective Contributions
Other: _____

NOTE: The additional requirements, limitations, conditions, or other modifications specified above (B.10) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Computation Rules

11. Other Employer Service

- Count years of service with employers other than the Adopting Employer for eligibility purposes. List other employers and indicate for what purposes (e.g., Non-Elective, Matching, etc.) the service applies along with any limitations (e.g., service with ABC Inc. will be included for determining eligibility for Matching Contributions): all service performed with an acquired or merged organization will be counted for Participants that become employed by the Plan Sponsor as a direct result of and at the same time or immediately following such acquisition or merger, for purposes of all Employer Contributions

NOTE: The other employer service specified above (B.11) must be objectively determinable and may not be specified in a manner that is

subject to Adopting Employer discretion.

12. Break in Service

- a. Rule of parity. Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.
- b. One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- c. The following modifications will be made to the requirements specified in B.12a-b: _____

NOTE: B.12 applies for purposes of eligibility to receive Matching Contributions and Non-Elective Contributions only.

NOTE: B.12c could be used, for example, to require less than 500 hours of service (but not more than 500 hours) for a One-Year Break in Service under B.12a and/or B.12b, or to specify that the break in service rule(s) only apply to certain contributions.

13. Special Participation Date

- a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ will become eligible to participate in the Plan as of _____
- b. The Plan provides conditions or limitations on immediate participation (e.g., Employees employed under a union contract are not subject to special participation date): _____

NOTE: If B.13b applies (B.13a is selected) and is selected, describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Method

14. Eligibility Service Method

- a. Eligibility service computation method.
 - i. Hours of Service
 - Eligibility Computation Period will switch to Plan Year
 - Eligibility Computation Period will remain based on anniversary of date of hire
 - ii. Elapsed Time

NOTE: B.14.a.ii can only be chosen if B.8.a.ii, B.8.a.iii, B.8.a.v, B.8.a.vi, B.8.a.ix, or B.8.a.x (without an hours requirement specified) is chosen.

- b. Select hours equivalency for eligibility purposes:

- i. None

An Employee will be credited with the following service with the Employer:

- ii. 10 Hours of Service for each day or partial day
- iii. 45 Hours of Service for each week or partial week
- iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
- v. 190 Hours of Service for each month or partial month

- c. The hours equivalency will apply to:

- i. All Employees
- ii. Only Employees not paid on a per-hour basis

- d. The following modifications will be made to the requirements specified in B.14a-c: _____

NOTE: B.14c will not apply if B.14b.i is selected ("None").

NOTE: The responses to B.14 are used only to the extent that the Plan determines eligibility service by the Hour of Service method and will apply uniformly to B.8, wherever Hours of Service is elected unless otherwise provided in B.14d.

NOTE: If B.14d is selected, the modifications must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

Safe Harbor Contributions

NOTE: If A.10 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Safe Harbor Contributions during the applicable Plan Year.

C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

1. Safe Harbor Plan

- a. Is this a safe-harbor plan exempt from most testing:
- i. No
 - ii. Yes - traditional safe harbor
 - iii. Yes - QACA safe harbor
- b. Effective date of safe harbor provisions: _____
- c. Safe Harbor Contributions will be made to another plan. Name of other plan to which Safe Harbor Contributions are made: _____
- d. Safe Harbor Contributions will be made to:
- i. all Eligible Employees
 - ii. Eligible Employees who are not Highly Compensated Employees
- e. Allocation requirements for Highly Compensated Employees
- i. Require service for Highly Compensated Employees to receive a safe harbor contribution. Hours of Service required in the applicable Plan Year for Highly Compensated Employees to receive a safe harbor contribution: _____
 - ii. Require employment on the last day of Plan Year for Highly Compensated Employees to receive a safe harbor contribution
- f. Employer contributions will be offset by safe harbor contributions

NOTE: C.2d only applies if Highly Compensated Employees are not excluded from the Plan (C.1d.i is selected).

NOTE: C.2e.i may not be more than 1,000; if left blank, the Plan will use 1,000 Hours of Service.

NOTE: A safe harbor Plan Year must be twelve months long (unless it is the first Plan Year of a newly established plan or newly established Elective Deferral feature). If a cash or deferred arrangement is added to an existing plan, the cash or deferred arrangement (and safe harbor features) must be effective no later than three months prior to the end of the Plan Year. A safe harbor Plan Year may also be less than twelve months if the Plan is amended out of safe harbor status pursuant to Treas. Reg. section 1.401(k)-3(g).

2. ACP Safe Harbor Contributions

ACP Safe Harbor Contributions will be allocated to Participants who have met the eligibility for Safe Harbor Contributions as specified below:

- a. Safe Harbor Matching Contributions will be allocated in an amount equal to:
- Rate One**
- _____ % of the Participant's Matched Employee Contributions that are not in excess of _____ % of the Participant's Compensation
- b. Safe Harbor Non-Elective Contributions, not less than _____ % of Compensation
- c. Safe Harbor Non-Elective Contributions, not less than _____ % of Compensation but only if the Plan Sponsor amends the Plan and provides a supplemental notice

NOTE: If Safe Harbor Non-Elective safe harbor is selected, the contribution amount must be at least 3% of Compensation.

NOTE: If Safe Harbor Non-Elective contribution with amendment is selected and the Plan is not amended for an applicable Plan Year, the Plan will not be subject to any of the conditions and/or limitations that apply to safe harbor plans and the Plan will be subject to the nondiscrimination requirements of Section 5.02 (Section 4.04(a)(2)).

NOTE: If the Plan is a traditional safe harbor plan making a Safe Harbor Matching Contribution, the formula must be completed so that it at least meets the following minimum formula: the Adopting Employer will contribute as a Safe Harbor Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 3% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 3% but that do not exceed 5% of the Participant's Compensation. The Adopting Employer may also elect a Safe Harbor Matching Contribution formula where: (i) the aggregate amount of Safe Harbor Matching Contributions at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Safe Harbor Matching Contributions that would have been made if the Safe Harbor Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.

NOTE: If the Plan is a QACA safe harbor plan making a Safe Harbor Matching Contribution, the formula must be completed so that it at least meets the following minimum formula: the Adopting Employer will contribute as a Safe Harbor Matching Contribution an amount equal to 100% of the Participant's Matched Employee Contributions that are not in excess of 1% of the Participant's Compensation; plus 50% of the amount of the Participant's Matched Employee Contributions that exceed 1% but that do not exceed 6% of the Participant's Compensation. The Adopting Employer may also elect a Safe Harbor Matching Contribution formula where: (i) the aggregate amount of Safe Harbor Matching Contribution at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Matching Contributions that would have been made if the Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Safe Harbor Matching Contribution Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.

3. Additional Safe Harbor Contributions

- a. **Discretionary Additional Safe Harbor Matching Contributions**

C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

- Permit discretionary Additional Safe Harbor Matching Contributions to be made in addition to the contributions described above.

NOTE: (i) the rate of Additional Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Additional Safe Harbor Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Additional Safe Harbor Matching Contributions subject to the Adopting Employer's discretion will not exceed four percent (4%) of Compensation.

NOTE: No Highly Compensated Employee can receive a greater rate of Additional Safe Harbor Matching Contributions than a Non-Highly Compensated Employee at the same rate of Matched Employee Contributions.

b. Fixed Additional Safe Harbor Matching Contributions

- Permit fixed Additional Safe Harbor Matching Contributions to be made in addition to the contributions described above: _____

NOTE: (i) the rate of Additional Safe Harbor Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Additional Safe Harbor Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Additional Safe Harbor Matching Contributions subject to the Adopting Employer's discretion will not exceed four percent (4%) of Compensation.

NOTE: No Highly Compensated Employee can receive a greater rate of Additional Safe Harbor Matching Contributions than a Non-Highly Compensated Employee at the same rate of Matched Employee Contributions.

4. Allocation Times Safe Harbor Contributions

- a.** ACP Safe Harbor Contributions are allocated to Participant Accounts at the following time(s):

- i.** End of Plan Year
- ii.** Semi-annually
- iii.** Quarterly
- iv.** Each calendar month
- v.** Each pay period
- vi.** At such times as may be determined by the Adopting Employer

- b.** Additional ACP Safe Harbor Matching Contributions are allocated to Participant Accounts at the following time(s):

- i.** End of Plan Year
- ii.** Semi-annually
- iii.** Quarterly
- iv.** Each calendar month
- v.** Each pay period
- vi.** At such times as may be determined by the Adopting Employer

Elective Deferrals

NOTE: If A.7 is "Yes" (Elective Deferrals are permitted), an Eligible Employee who has met the requirements of B.9 through B.12 will be eligible to make Elective Deferrals to the Plan in the following manner:

5. Maximum Deferral Amounts

Maximum Elective Deferral contribution: 100% of Compensation

6. Modifications of Elective Deferrals

- a.** Participants may modify/start/stop Elective Deferrals/Voluntary Contribution elections:

- i.** Each pay period
- ii.** Monthly
- iii.** Quarterly
- iv.** Semi Annually
- v.** Annually
- vi.** Pursuant to Plan Administrator procedures (at least once each calendar year)

- b.** Participants may stop an election to contribute at any time.

7. Catch-up Contributions

- a.** Participants may make Age 50 Catch-up Contributions (Section 5.01(c)).
- b.** Participants with fifteen years of service may make Special Long Service Catch-up Contributions (Section 5.01(b)).

C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

Automatic Enrollment

8. The Plan provides for traditional automatic enrollment

- a. Yes, traditional automatic contribution arrangement ("ACA")
- b. Yes, Eligible Automatic Contribution Arrangement ("EACA")
- c. Yes, Qualified Contribution Arrangement ("QACA")
- d. No

9. Automatic Enrollment - ACA or EACA

- a. The initial amount of the automatic enrollment (as a percentage of Compensation): three percent (3%)%
- b. The amount specified in C.9a will increase in the following manner (include amount and timing of increase): _____
- c. Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and after effective date of the addition of an automatic enrollment feature for current Participants).

NOTE: C.9 is not applicable if C.8.c is selected; see C.10 for QACA automatic contribution amounts.

NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.9a) and "increase by 1% on the first day of the Plan Year in the second through sixth year to a maximum of 8%" in the second blank (C.9b).

NOTE: The Plan must provide that the initial default contribution is a uniform percentage of Compensation; although the percentage may vary based on years of service.

NOTE: If the Plan is an EACA (C.8b is selected), the uniform percentage of Compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).

NOTE: C.9b is only applicable if C.9a.ii is selected.

NOTE: C.9c is only applicable if C.8a.or C.8b is selected. C.9c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).

10. Automatic Enrollment - QACA

- a. Enter the amount of the automatic election for the initial period as a percentage of Compensation (between 3 - 10%): _____%
- b. Enter the amount of the election for the first year after the initial period as a percentage of Compensation (between 4 - 10%): _____%
- c. Enter the amount of the election for the second year after the initial period as a percentage of Compensation (between 5 - 10%): _____%
- d. Enter the amount of the election for the third year after the initial period as a percentage of Compensation (between 6 - 10%): _____%
- e. The amount of the election increases after the third year in the following manner: _____

NOTE: C.10 only applies if C.8.c is selected.

NOTE: The initial period (C.10a) may begin on the Participant's date of initial participation and end on the last day of the first Plan Year that begins after the date of initial participation. The automatic enrollment amounts must meet the minimum percentage requirements provided under Treas. Reg. section 1.401(k)-3(j)(2) for the applicable Plan Year.

NOTE: Compensation must be a safe harbor definition of compensation as defined in Treas. Reg. section 1.401(k)-3(b)(2).

NOTE: The Plan Administrator may, on a uniform and nondiscriminatory basis, provide that applicable percentages will be based on the number of years (or portions of years) since the beginning of the initial period for an Eligible Employee pursuant to Treas. Reg. section 1.401(k)-3(j)(2)(iii)(A).

11. Automatic Enrollment - Covered Employees

- a. Indicate who will be a covered employee eligible to make automatic contributions:
 - i. Eligible Employees who have not made an Elective Deferral election
 - ii. All Eligible Employees to the extent that no election was made or their Elective Deferral elections are less than the automatic enrollment amount
 - iii. Other (e.g., Employees employed after 1/1/2016 who have not made an Elective Deferral election): _____
- b. If the Plan provides for automatic enrollment and Roth Elective Deferrals are allowed to the Plan, select whether automatic contributions will be pre- or after-tax:
 - i. Pre-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Pre-Tax Elective Deferrals.
 - ii. After-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Roth Elective Deferrals.

NOTE: C.11b only applies if A.8b is "Yes" (Roth contributions are allowed to the Plan).

NOTE: If C.8a.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

C. CONTRIBUTIONS - SAFE HARBOR, ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.8 is "Yes", an Eligible Employee who has met the requirements specified for Voluntary Contributions will be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

12. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____%
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: _____%
- d. Other limitations: _____

NOTE: C.12b and C.12c may not be more than 100% of Compensation.

NOTE: If C.12d is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Mandatory Contributions

NOTE: If A.9 is "Yes" (Mandatory Contributions are permitted), an Eligible Employee who has met the requirements specified for Mandatory Contributions will be eligible to make Mandatory Contributions to the Plan as follows (Section 4.01):

13. Mandatory Contribution Amount

- a. Mandatory After-Tax Contributions will be required in the following amount with the following limitations: _____
- b. Mandatory Pre-Tax Contributions will be required in the following amount with the following limitations: _____

Testing Elections

14. ACP Testing Elections

- a. Average Contribution Percentage of Non-Highly Compensated Employees are determined using:
 - i. Current year - no exceptions
 - ii. Current year - with exceptions for certain years: _____
 - iii. Prior year - no exceptions
 - iv. Prior year - with exceptions for certain years: _____
- b. If prior year testing is selected, for the first year the Plan is a 401(m) plan, the Non-Highly Compensated Employee percentage:
 - i. 3%
 - ii. Current year percentages

NOTE: If C.14a.i is not selected (the Plan is an actual contribution percentage (ACP) safe harbor plan), then the current year must be used for those Plan Years during which the Plan is subject to the ACP safe harbor requirements.

NOTE: The years entered in C.14a.ii or C.14a.iv may not be earlier than the Effective Date.

NOTE: C.14b only applies if C.14a.iii or C.14a.iv is selected.

NOTE: C.14b only applies for the first year the Plan is a 401(m) plan. If the Effective Date is after the first year a Plan is a 401(m) plan C.14b can be left blank.

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

Matching - Allocation Service

NOTE: If A.11 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.

1. Allocation Service Requirements for Matching Contributions

- a. In order to share in the allocation of Matching Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year _____
- b. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year
- c. In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on _____

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

the last day of the Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

- d. None

NOTE: D.1a and D.1b are inapplicable if D.1c is selected.

NOTE: D.1a and D.1c may not be more than 1,000.

2. Matching Allocation Service Computation Rules

- a. Computation method for Matching Allocation Service.

- i. Hours of Service
ii. Elapsed Time

- b. Select hours equivalency:

- i. None.

An Employee will be credited with the following service with the Employer:

- ii. 10 Hours of Service for each day or partial day
iii. 45 Hours of Service for each week or partial week
iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
v. 190 Hours of Service for each month or partial month

NOTE: D.2b is only applicable if D.2a.i is selected.

- c. The hours equivalency will apply to:

- i. All Employees
ii. Only Employees not paid on a per-hour basis

NOTE: D.2c is only applicable if D.2a.i is selected.

NOTE: D.2 is only applicable if D.1a or D.1c is selected.

3. Exceptions to Allocation Service Requirements for Matching Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:

- i. death
ii. Disability
iii. attainment of Normal Retirement Age
iv. Other: (e.g., attainment of Early Retirement Age) _____

- b. Any Hour of Service requirement and last day requirement will be modified as follows:

- i. Waive both the Hour of Service requirement and last day requirement
ii. Waive the Hour of Service requirement only
iii. Waive last day requirement only

- c. The following other modifications will be made to the requirements specified in D.1-3b: _____

- d. Method to fix Matching Contribution Code section 410(b)(1)(B) ratio percentage coverage failures:

- i. Do not automatically fix
ii. Add just enough Participants to meet the coverage requirements
iii. Add all non-excludable Participants

NOTE: D.3 is only applicable if D.1a, D.1b, or D.1c is selected.

NOTE: D.3c may only be used to make minor changes to the requirements specified in D.1-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Matching - Formula

4. Matched Employee Contribution Inclusions

The Adopting Employer will match:

- a. Elective Deferrals
b. Age 50 Catch-up Contributions
c. Special Long Service Catch-up Contributions
d. Roth Elective Deferrals
e. Voluntary Contributions
f. Mandatory After-Tax Contributions
g. Mandatory Pre-Tax Contributions

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

h. Other (e.g., Elective Deferrals made to Company 403(b) Plan #1): _____

NOTE: The other Matched Employee Contribution specified above (D.4h) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

5. Matching Contribution Formula

The Adopting Employer's Matching Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.1 through D.3 as follows:

- a. A discretionary amount and percentage of Matched Employee Contributions
b. Tiered Matching Formula. The Adopting Employer will contribute as a Matching Contribution an amount equal to:

Rate One

_____ % of the Participant's Matched Employee Contributions that are not in excess of _____ % of the Participant's Compensation

c. Years of service

i. The Matching contribution will be made according to the schedule below:

A. _____ Years of service _____ % of Matched Employee Contributions

ii. Only Matched Employee Contributions that are not in excess of _____ % of the Participant's Compensation will be matched.

iii. In determining years of service in this D.5d, the following service will be used:

A. Years of Eligibility Service

B. Years of Vesting Service

iv. Enter the number of Hours of Service necessary to earn a year of service described in D.5d.i: _____

NOTE: The first tier of Matching Contributions in D.5d.i.A will be available no later than the period described in 410(a)(1).

d. Special schedule. Matching Contributions shall be made according to the following fixed schedule: _____

NOTE: The discretionary formula in D.5a must meet the nondiscrimination requirements regarding benefits, rights, or features described in Treas. Reg. section 1.401(a)(4)-4.

6. Additional Discretionary Matching Contributions

Permit discretionary Matching Contributions to be made in addition to the contributions described in D.5b-d as a discretionary amount and percentage of Matched Employee Contributions

7. Additional Fixed Matching Contributions

Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.5b-d: _____

8. Maximum Allocations for Matching Contributions

Plan limits Matching Contributions to the following in each Plan Year:

- a. Maximum percentage of Compensation that applies to all Participants: _____ %
b. Maximum percentage of Compensation that applies to Highly Compensated Employees only: _____ %
c. Maximum dollar amount that applies to all Participants: \$ _____
d. Maximum dollar amount that applies to Highly Compensated Employees only: \$ _____
e. Other: _____
f. No Maximum

NOTE: If D.8e is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

9. Allocation Times for Matching Contributions

a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):

- i. End of Plan Year
ii. Semi-annually
iii. Quarterly
iv. Each calendar month
v. Each pay period
vi. At such times as may be determined by the Adopting Employer

b. Apply the dollar limit in D.8:

- i. On a Plan Year basis only
ii. Pro rata as of each period specified in D.9a

NOTE: D.9 will not apply if the Matching Contribution formula is discretionary (D.5a is selected).

NOTE: Any service requirements specified in D.1 through D.3 will be applied pro rata to the period selected in this D.9. Any last day rule specified in D.1 through D.3 will be applied as of the end of each period selected in this D.9.

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

NOTE: Discretionary Matching Contributions (if selected in D.5) may be allocated at a time other than that selected in D.9.

NOTE: D.9b will only apply if a maximum dollar amount (D.8c or D.8d) is selected and end of Plan Year (D.9a.i) is not selected.

Non-Elective Contributions - Allocation Service

NOTE: If A.12 is "Yes" an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Non-Elective Contributions during the applicable Plan Year.

10. Allocation Service Requirements for Non-Elective Contributions

- a. In order to share in the allocation of Non-Elective Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year 1,000
- b. In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Adopting Employer on the last day of Plan Year
- c. In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Adopting Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year
- d. None

NOTE: D.10a and D.10b are inapplicable if D.10c is selected.

NOTE: D.10a and D.10c may not be more than 1,000.

11. Non-Elective Allocation Service Computation Rules

- a. Computation method for Non-Elective Allocation Service.
 - i. Hours of Service
 - ii. Elapsed Time
- b. Select hours equivalency:
 - i. NoneAn Employee will be credited with the following service with the Employer:
 - ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month

NOTE: D.11b is only applicable if D.11a.i is selected.

- c. The hours equivalency will apply to:
 - i. All Employees
 - ii. Only Employees not paid on a per-hour basis

NOTE: D.11b is only applicable if D.11a.i is selected.

NOTE: D.11 is only applicable if D.10a or D.10c is selected.

12. Exceptions to Allocation Service Requirements for Non-Elective Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:
 - i. death.
 - ii. Disability
 - iii. attainment of Normal Retirement Age
 - iv. Other: (e.g., attainment of Early Retirement Age) _____
- b. Any Hour of Service requirement and last day requirement will be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- c. The following other modifications will be made to the requirements specified in D.10-11b: _____
- d. Method to fix Non-Elective Contribution Code section 410(b)(1)(B) ratio percentage coverage failures
 - i. Do not automatically fix
 - ii. Add just enough Participants to meet the coverage requirements
 - iii. Add all non-excludable Participants

NOTE: D.12 is only applicable if D.10a, D.10b, or D.10c is selected.

NOTE: D.12c may only be used to make minor changes to the requirements specified in D.10-12b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.12c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

attainment of Normal Retirement Age.

Non-Elective - Formula

13. Amount of Non-Elective Contributions

- a. Discretionary in an amount as determined by the Adopting Employer
- b. _____ % of total Participant Compensation for the Plan Year
- c. \$_____ for the Plan Year
- d. Other (e.g., 5% of Employer's profits): _____

NOTE: The Non-Elective Formula specified above (D.13d) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

14. Non-Elective Contribution allocation formula

The Adopting Employer's Non-Elective Contributions will be allocated to eligible Participants who have met the requirements of Section B and D.11 as follows (Section 4.03):

- a. Pro rata. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b. Integrated. See D.15.
- c. Points. See D.16.
- d. Fixed Amount. In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
- e. Age Weighted. In the ratio that such Participant's points bears to the points of all eligible Participants for such Plan Year. The points awarded to each Participant will be equal to the product of the Participant's Compensation multiplied by the factor in the Age Weighted Appendix determined using the Participant's age as of the end of the Plan Year.
- f. New Comparability - Defined Groups. See D.17.
- g. New Comparability - One Group per Participant. In an amount designated by the Adopting Employer to be allocated to each group. For purposes of this D.14g, there will be one group created for each Participant eligible to receive allocations of Non-Elective Contributions. The contribution will be allocated to each group in a manner determined by the Adopting Employer. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Adopting Employer will notify the Plan Administrator and/or the Trustee in writing of the amount of contributions allocated to each group.
- h. Other: _____

NOTE: Options D.14e-h are not safe harbor formulas within the meaning of Treas. Reg. section 1.401(a)(4)-2(b)(2). These allocations will need to pass 401(a)(4) nondiscrimination testing.

NOTE: If New Comparability (D.14f or D.14g) is selected, see Sections 3.06(d) and 4.03(b)(1) for rules regarding the gateway test.

NOTE: The Non-Elective Contribution allocation formula specified above (D.14h) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

15. Non-Elective - Integration

Integration level for determining Excess Compensation:

- a. Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- b. 20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- c. 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- d. 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
- e. _____ % (no more than 100%) of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- f. Fixed dollar amount: \$ _____ (not more than the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year)

NOTE: The amount of permitted disparity will be determined in accordance with the following table:

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

16. Non-Elective - Points

- a. Points will be computed on the basis of:
- i. Age, service, and Compensation
 - ii. Age and service
 - iii. Age and Compensation
 - iv. Service and Compensation
 - v. Age only
 - vi. Service only
- b. Points awarded for \$100 of Compensation: _____
- c. Points awarded for each year of service within the meaning of Treas. Reg. section 1.401(a)(4)-11(d)(3): _____
- d. Points awarded for each year of age: _____

NOTE: While the "Points" formula is a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(3), the Plan must be tested each year to ensure that the average of the allocation rates for eligible Highly Compensated Employees does not exceed the average of the allocation rates for eligible Non-Highly Compensated Employees.

NOTE: D.16b, D.16c and D.16d apply to the extent that D.16a provides points for Compensation, Years of Service and/or age; respectively.

17. Non-Elective - New Comparability

New Comparability - Defined Groups

If D.14f is selected, the Adopting Employer's Non-Elective Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.11 in an amount designated by the Adopting Employer to be allocated to each group described in D.17. The contribution for a group will then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in D.17 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. In the event that an eligible Participant is included in more than one group, the Participant's share of the contribution allocated to each group will be based upon either the amount of service or the Compensation for the part of the year the Participant was in the group.

The groups and allocations will be determined as follows:

- a. Group One: _____ An amount equal to:
- i. A percentage of Compensation
 - ii. A fixed dollar amount
 - iii. the greater i. or ii.

NOTE: D.17 applies if "New Comparability - Defined Groups" (D.14f) is selected.

NOTE: Groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. section 1.401-1(b)(1)(ii) and is objectively determined with no Adopting Employer discretion. The groups cannot be designed in such a manner which could result in the group of Non-Highly Compensated Employees participating being only those Non-Highly Compensated Employees with the lowest amounts of compensation and /or the shortest period of service and who may represent the minimum number of these employees necessary to satisfy coverage under IRC 410(b).

NOTE: The employer must notify the vendor or plan administrator in writing of the amount of the contribution for each group.

18. Allocation of Non-Elective Contributions

- a. Non-Elective Contributions are allocated to Participant Accounts at the following time(s):
- i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Non-Elective Contributions
- i. Allocations of Non-Elective Contributions for a Participant will be subject to a minimum amount: _____
 - ii. Allocations of Non-Elective Contributions for a Participant will be subject to a maximum amount: _____
- c. Apply the dollar limit in D.18b:
- i. On a Plan Year basis only
 - ii. Pro rata as of each period specified in D.18a

NOTE: Any service requirements specified in D.10 through D.12 will be applied pro rata to the period selected in this D.18a. Any last day rule specified in D.10 through D.12 will be applied as of the end of each period selected in this D.18a.

NOTE: Selection of D.18a.ii through D.18a.v may result in the Plan not meeting a Code section 401(a)(4) safe harbor allocation formula within the meaning of Treas. Reg. section 1.401(a)(4)-2(b)(2).

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

19. Non-Elective - Disability

- Allocate Non-Elective Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(e)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(e).

NOTE: D.19 will not be more than "tenth."

NOTE: Allocations under D.19 may occur after Termination.

20. Non-Elective - Former Participants

- a. Non-Elective Contributions will be allocated to former Participants until the last day of the _____ (no more than fifth) tax year following the tax year in which the date of Termination occurs.
- b. Age and Service Requirements. Former Participants must meet the following requirements to be eligible to receive Non-Elective Contributions.
- i. Former Participants must be at least _____ years old.
- ii. Former Participants must meet the following service requirement: _____.
- iii. Former Participants must meet the following requirement: _____.
- c. The following modifications will apply to D.20b: _____.

21. Qualified Non-Elective Contributions ("QNEC")

The Adopting Employer's discretionary Qualified Non-Elective Contribution will be allocated in the following manner:

- a. Pro rata. In the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.
- b. Fixed Amount. In an amount equal to the total additional Qualified Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.

NOTE: A Qualified Non-Elective Contribution of a Non-Highly Compensated Employee will not be taken into account in satisfying the requirements of Section 5.02 to the extent it is a disproportionate contribution within the meaning of Treas. Reg. sections 1.401(k)-2(a)(6)(iv) and/or 1.401(m)-2(a)(6)(v).

22. Rollovers

Rollover Contributions are permitted:

- a. No
- b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. Yes - Only active Participants may make a Rollover Contribution
- d. Yes - _____ may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of rollover contributions accepted by the Plan and must use that discretion in a consistent and nondiscriminatory manner.

23. Death or Disability During Qualified Military Service

- For benefit accrual purposes, a Participant that dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Adopting Employer on the day preceding death or Disability and terminated employment on the day of death or Disability.

24. 415 Additional Language

- Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

E. VESTING

Vesting Service Rules

1. Vesting service computation method

- a. Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: 1,000
- b. Elapsed Time

NOTE: Unless E.1.b (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If E.1.b is selected, questions E.2 through E.3 are disregarded.

NOTE: E.1a may not be more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.

2. Vesting Service Equivalencies

- a. Select equivalency for vesting purposes:
- i. None.

An Employee will be credited with the following service with the Employer:

- ii. 10 Hours of Service for each day or partial day
 - iii. 45 Hours of Service for each week or partial week
 - iv. 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
 - v. 190 Hours of Service for each month or partial month
- b. The hours equivalency selected in E.2a will apply to:
- i. All Employees
 - ii. Only Employees not paid on a per-hour basis

NOTE: E.2b does not apply if E.2a.i is selected.

3. Vesting Computation Period

- a. Calendar year
- b. Plan Year
- c. The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period will commence on the anniversary of such date
- d. Other (must be a 12 month period): _____.

NOTE: E.3d must be a twelve-consecutive month period.

4. Other Employer Service

- Count years of service with employers other than the Adopting Employer for vesting purposes. List other employers and indicate for what purposes (e.g., Matching, Non-Elective, etc.) the service applies along with any limitations: (e.g., service with ABC Inc. will be included for determining vesting for Matching Contributions limited to three Years of Vesting Service) _____

NOTE: The other service specified must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

5. Vesting Exceptions

- a. Death. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to death while an Employee.
- b. Disability. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to Disability while an Employee.
- c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

- a. Exclude Years of Vesting Service earned before age 18
- b. Exclude Years of Vesting Service earned before the Adopting Employer maintained this Plan or a predecessor plan
- c. One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Adopting Employer.
- d. Rule of parity. If an Employee does not have a nonforfeitable right to the Account balance derived from Adopting Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

7. Special Vesting Provisions

- Provide for special vesting provisions (e.g., Participants who are employed under a union contract are always 100% vested in all contributions): _____

NOTE: Any special provisions must satisfy Code section 411.

Vesting Schedules

8. Matching Contribution Account

Vesting Schedule for Matching Contributions:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded
- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Match Schedule - less than 1 year: 0%

- ii. Other Match Schedule - 1 year but less than 2 years: 0%
- iii. Other Match Schedule - 2 years but less than 3 years: 25%
- iv. Other Match Schedule - 3 years but less than 4 years: 50%
- v. Other Match Schedule - 4 years but less than 5 years: 75%
- vi. Other Match Schedule - 5 years but less than 6 years: 100%
- vii. Other Match Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.8g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.8g.vii will be deemed to be 100%.

NOTE: E.8 is not applicable to any Safe Harbor Matching Contributions.

9. Non-Elective

Non-Elective Contribution Account Vesting Schedule:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded
- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Non-Elective Schedule - less than 1 year: 0%
 - ii. Other Non-Elective Schedule - 1 year but less than 2 years: 0%
 - iii. Other Non-Elective Schedule - 2 years but less than 3 years: 25%
 - iv. Other Non-Elective Schedule - 3 years but less than 4 years: 50%
 - v. Other Non-Elective Schedule - 4 years but less than 5 years: 75%
 - vi. Other Non-Elective Schedule - 5 years but less than 6 years: 100%
 - vii. Other Non-Elective Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.9g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.9g.vii will be deemed to be 100%.

10. Discretionary Additional Safe Harbor Matching Contributions

Vesting Schedule for Discretionary Additional Safe Harbor Matching Contributions:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded
- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Discretionary Additional Safe Harbor Matching Schedule - less than 1 year: _____%
 - ii. Other Discretionary Additional Safe Harbor Matching Schedule - 1 year but less than 2 years: _____%
 - iii. Other Discretionary Additional Safe Harbor Matching Schedule - 2 years but less than 3 years: _____%
 - iv. Other Discretionary Additional Safe Harbor Matching Schedule - 3 years but less than 4 years: _____%
 - v. Other Discretionary Additional Safe Harbor Matching Schedule - 4 years but less than 5 years: _____%
 - vi. Other Discretionary Additional Safe Harbor Matching Schedule - 5 years but less than 6 years: _____%
 - vii. Other Discretionary Additional Safe Harbor Matching Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.10g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.10g.vii will be deemed to be 100%.

11. Fixed Additional Safe Harbor Matching Contributions

Vesting Schedule for Fixed Additional Safe Harbor Matching Contributions:

- a. 100%
- b. 2-6 Year Graded
- c. 1-5 Year Graded
- d. 1-4 Year Graded

- e. 3 Year Cliff
- f. 2 Year Cliff
- g. Other:
 - i. Other Fixed Additional Safe Harbor Matching Schedule - less than 1 year: _____%
 - ii. Other Fixed Additional Safe Harbor Matching Schedule - 1 year but less than 2 years: _____%
 - iii. Other Fixed Additional Safe Harbor Matching Schedule - 2 years but less than 3 years: _____%
 - iv. Other Fixed Additional Safe Harbor Matching Schedule - 3 years but less than 4 years: _____%
 - v. Other Fixed Additional Safe Harbor Matching Schedule - 4 years but less than 5 years: _____%
 - vi. Other Fixed Additional Safe Harbor Matching Schedule - 5 years but less than 6 years: _____%
 - vii. Other Fixed Additional Safe Harbor Matching Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

NOTE: Any vesting schedule described in E.11g must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule and E.11g.vii will be deemed to be 100%.

12. QACA Vesting

QACA Safe Harbor Contribution Vesting Schedule. Specify the vesting schedule for contributions made pursuant to C.1a.v or C.1a.vi:

- a. 100%
- b. 2 Year Cliff
- c. Other:
 - i. Other QACA Schedule - less than 1 year: _____%
 - ii. Other QACA Schedule - 1 year but less than 2 years: _____%
 - iii. Other QACA Schedule - 2 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

13. Other Vesting Schedule

- a. The Plan has another vesting schedule (e.g., transferred Matching Contribution assets from merger are subject to a 3 year cliff vesting schedule): _____
- b. Describe the Participants to which the other vesting schedule applies: _____

NOTE: The vesting schedule in E.13 is in addition to the vesting schedules in E.8 through E.12.

NOTE: E.13b must be applied in a consistent and nondiscriminatory manner. For example, E.13b could be used to describe a prior vesting schedule, vesting for a transfer account, or a vesting schedule that applies to Participants covered by a collective bargaining agreement provided retirement benefits were the subject of good faith bargaining.

NOTE: The vesting schedule must satisfy the applicable minimum vesting requirements of Code section 411(a)(2) at every point in time, for all Participants' years of service.

14. Forfeitures

Forfeitures will be used in the following manner:

- a. Any permissible method (restore forfeitures, reduce Adopting Employer contributions (or reallocate as Adopting Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
- b. Other: _____

NOTE: E.14b is limited to one or a combination of the options described in E.14a. E.14b may be used to further restrict the uses of forfeiture and must be applied in a consistent and nondiscriminatory manner.

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

Definitions

1. Normal Retirement

- a. Normal Retirement Age means:
 - i. Attainment of age 65
 - ii. Later of attainment of age _____ and the service specified in F.1b
 - iii. Other: _____
- b. Select the type and length of service used to measure Normal Retirement Age:
 - i. Eligibility. _____ Years of Eligibility Service
 - ii. Vesting. _____ Years of Vesting Service
 - iii. Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

NOTE: The age entered in F.1a may not be more than 65.

NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

NOTE: The Normal Retirement Age will be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

2. Early Retirement

a. Early Retirement Age means:

- i. None. The Plan does not have an early retirement feature.
- ii. Attainment of age _____
- iii. Later of attainment of age _____ and the service specified in F.2b
- iv. Other: _____

b. Select the type and length of service used to measure Early Retirement Age:

- i. Eligibility. _____ Years of Eligibility Service
- ii. Vesting. _____ Years of Vesting Service
- iii. Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

NOTE: The age entered in F.2a may not be more than 65.

NOTE: F.2b is only applicable if F.2a.iii is selected.

NOTE: See related selections E.5c (vesting upon Early Retirement Age) and G.2b (in-service distributions upon Early Retirement Age).

3. Required Beginning Date

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in F.3a; provided that a Participant may elect to begin distributions pursuant to either F.3a or F.3b

NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).

Time & Form of Payment

4. REA Safe Harbor

This Plan meets the safe harbor requirements to be exempt from the Retirement Equity Act (REA.)

- a. Yes - all assets in the Plan are exempt from the REA requirements.
- b. No - all assets in the Plan are subject to the REA requirements. The default form of payment will be a Qualified Joint and _____ % Survivor Annuity (not less than 50% and not more than 100%).
- c. No - certain assets in the Transfer Account are subject to the REA requirements. The default form of payment for those Transfer Account assets that are subject to the REA requirements will be a Qualified Joint and _____ % Survivor Annuity (not less than 50% and not more than 100%).

5. Time of Payment

Distributions after Severance from Employment for reasons other than death will commence (Section 7.02):

- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Severance from Employment
- b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. Normal Retirement Age.
- d. Other (e.g., as soon as administratively feasible following the next Valuation Date): _____

NOTE: Any entry in F.5d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Form of Payment - Severance from Employment

a. Medium of distribution from the Plan:

- i. Cash only
- ii. Cash or in-kind
- iii. Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____

b. Distributions from the Plan after Severance from Employment for reasons other than death may be made in the following forms (select all that apply):

- i. Lump sum
- ii. Substantially equal installments

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- iii. Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
- iv. Other(e.g., Periodic Payment that are set at least quarterly): _____

NOTE: F.6b.iii and any entry in F.6b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

c. Participants may take distributions in the form of an annuity:

- i. Yes - entire account
- ii. Yes - entire account except single life annuities will not be allowed
- iii. Yes - the following conditions and/or limitations will apply: _____
- iv. No

NOTE: If F.6c.i, F.6c.ii, F.6c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan and any annuity contract will be nontransferable.

NOTE: F.6c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

NOTE: If the Plan is exempt from the REA requirements, the Plan cannot offer a single life annuity as an optional form of benefit. If the Plan is exempt from the REA requirements, the distribution used to purchase a single life annuity will be subject to the REA requirements.

Payments on Death

7. Payment upon Participant's Death

Distributions on account of the death of the Participant will be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.05(b)(1)(A) and 7.05(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all Beneficiaries in accordance with Sections 7.05(b)(1)(A), (B) and (C) and 7.05(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.05(b)(1)(A) and 7.05(b)(2)(A) and allow extended payments in accordance with Sections 7.05(b)(1)(B) and (C) and 7.05(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. Other: _____

NOTE: Any entry in F.7e must comply with Code section 401(a)(9), Section 7.05(b) and other requirements of Article 7.

8. Form of Payment

a. **Medium of distribution from the Plan:**

- i. Cash only
- ii. Cash or in-kind
- iii. Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____

b. Distributions from the Plan may be made in the following forms (select all that apply):

- i. Lump sum
- ii. Substantially equal installments
- iii. Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
- iv. Other(e.g., Periodic Payment that are set at least quarterly): _____

NOTE: F.8b.iii and any entry in F.8b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

c. Beneficiaries may take distributions in the form of an annuity.

- i. Yes - the entire Account
- ii. Yes - the following conditions and/or limitations will apply: _____
- iii. No

NOTE: If F.8c.i or F.8c.ii is selected, a Beneficiary may elect to have the Plan Administrator apply his Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Beneficiary. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: F.8c.ii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

9. Beneficiaries

a. Death benefits when there is no designated Beneficiary

- i. Standard according to Section 7.04(c)

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- ii. Other (e.g., Spouse first, if no surviving Spouse then Participant's estate): _____
- b. Revocation. A Beneficiary designation to a spouse will be automatically revoked upon the following circumstances (e.g., divorce): upon decree of divorce or decree of legal separation
- c. For purposes of determining a Participant's spouse, the one-year rule in Code section 417(d), Treas. Reg. section 1.401(a)-20 applies.

NOTE: If F.9a.ii (Other) is selected, death benefits when there is no designated beneficiary will be provided pursuant to F.9a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If revocation is selected (F.9b) you may use this item to indicate automatic revocation upon divorce.

Cash Out

10. Cash Out

- a. Involuntary cash-out amount for purposes of Section 7.03: \$5,000
- b. Minimum Account balance for Qualified Joint and Survivor Annuity consent requirements: \$ _____
- c. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.10a is deferred under Section 7.03(b) until:
- i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
- ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
- iii. Required Beginning Date - payment made in a lump sum only
- iv. Other (e.g., Required Beginning Date made in a direct rollover to an IRA): _____
- d. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's vested Account balance for purposes of F.10a and F.10b

NOTE: F.10a and F.10b have a \$5,000 maximum; \$5,000 will be entered unless otherwise specified.

NOTE: If F.10a is not selected and F.10b is zero, F.10d does not apply.

NOTE: F.10b only applies to Accounts subject to the survivor annuity requirements of Section 7.10.

NOTE: Any entry in F.10c.iv must comply with Code section 411(a)(11), Section 7.03 and other requirements of Article 7.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

NOTE: Safe harbor contributions will be distributable when the Qualified Non-Elective Account is distributable unless otherwise limited by the Code, Treasury Regulations, or Adoption Agreement.

Vesting Status

1. Vesting Status for In-service Withdrawals

Select one:

- In-service withdrawals otherwise permitted under Section G are allowed from Accounts that are partially vested
- An Account must be fully vested for a Participant to receive an in-service withdrawal

NOTE: The response to G.1 will be ignored if the Plan does not allow in-service withdrawals.

NOTE: Withdrawals under G.2-11 are only permitted from the portion of a Participant's Accounts described in G.1 unless otherwise specified in G.12.

Hardship

2. Hardship

NOTE: Safe Harbor Contributions, Qualified Non-Elective Contributions, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account are not eligible for hardship withdrawals.

Hardship withdrawals are allowed as follows:

- a. Hardship withdrawals are permitted.

NOTE: G.2b through G.2g is only applicable if G.2a is checked.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- b. Hardship withdrawals are permitted from the following accounts:
- i. All Accounts. A Participant may receive a distribution on account of hardship from all accounts eligible for hardship withdrawal under the Code and associated Federal Regulations.
 - ii. Selected Accounts
 - 1. Elective Deferral Account
 - 2. Voluntary Contribution Account
 - 3. Mandatory After-Tax Contribution Account
 - 4. Mandatory Pre-Tax Contribution Account
 - 5. Matching Contribution Account
 - 6. Non-Elective Contribution Account
 - 7. Rollover Contribution Account
 - 8. Transfer Account
 - 9. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2b.ii9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. The Plan will use the safe harbor criteria set forth in Section 8.01(b) in determining whether a Participant is entitled to receive a hardship withdrawal:
- i. All Accounts.
 - ii. Selected Accounts
 - 1. Elective Deferral Account
 - 2. Voluntary Contribution Account
 - 3. Mandatory After-Tax Contribution Account
 - 4. Mandatory Pre-Tax Contribution Account
 - 5. Matching Contribution Account
 - 6. Non-Elective Contribution Account
 - 7. Rollover Contribution Account
 - 8. Transfer Account
 - 9. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2c.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- d. The Plan will use the more flexible criteria set forth in Section 8.01(c) in determining whether a Participant is entitled to receive a hardship withdrawal:
- i. All Accounts.
 - ii. Selected Accounts
 - 1. Elective Deferral Account
 - 2. Voluntary Contribution Account
 - 3. Mandatory After-Tax Contribution Account
 - 4. Mandatory Pre-Tax Contribution Account
 - 5. Matching Contribution Account
 - 6. Non-Elective Contribution Account
 - 7. Rollover Contribution Account
 - 8. Transfer Account
 - 9. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2d.ii9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- e. Expand the hardship criteria to include the Beneficiary of the Participant
- f. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No
- g. Other limitations on Hardship withdrawals (e.g., one Hardship withdrawal per Plan Year): _____

NOTE: If G.2d is selected, the requirements of Section 8.01(b)(2) will not apply, the amount of the hardship withdrawal may not exceed the

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance will apply.

NOTE: G.2f only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and hardship withdrawals are permitted from the Elective Deferral Account.

NOTE: Any limitations in G.2g (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

3. Normal/Early Retirement

a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:

- i. None
- ii. All Accounts
- iii. Selected Accounts

b. If Selected Accounts is selected, Normal Retirement Age withdrawals may be made from the following Accounts:

- i. Elective Deferral Account
- ii. Voluntary Contribution Account
- iii. Mandatory After-Tax Contribution Account
- iv. Mandatory Pre-Tax Contribution Account
- v. Matching Contribution Account
- vi. Non-Elective Contribution Account
- vii. Qualified Non-Elective Contribution Account
- viii. Rollover Contribution Account
- ix. Transfer Account
- x. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.3b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

c. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts:

- i. None
- ii. All Accounts
- iii. Selected Accounts

d. If Selected Accounts is selected, Early Retirement Age withdrawals may be made from the following Accounts:

- i. Elective Deferral Account
- ii. Voluntary Contribution Account
- iii. Mandatory After-Tax Contribution Account
- iv. Mandatory Pre-Tax Contribution Account
- v. Matching Contribution Account
- vi. Non-Elective Contribution Account
- vii. Qualified Non-Elective Contribution Account
- viii. Rollover Contribution Account
- ix. Transfer Account
- x. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.3d.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: If the Normal Retirement Age and/or Early Retirement Age is less than age 59-1/2 and in-service is selected, Elective Deferrals, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2.

4. Specified Age and Service

a. In-service withdrawals are allowed on attainment of age _____ and _____ service:

- i. None
- ii. All Accounts
- iii. Selected Accounts

b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:

- i. Elective Deferral Account
- ii. Voluntary Contribution Account
- iii. Mandatory After-Tax Contribution Account

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- iv. Mandatory Pre-Tax Contribution Account
- v. Matching Contribution Account
- vi. Non-Elective Contribution Account
- vii. Qualified Non-Elective Contribution Account
- viii. Rollover Contribution Account
- ix. Transfer Account
- x. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.4b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

- i. Yes
- ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. No

NOTE: If G.4a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions, the portion of any Account that has been used to satisfy the ACP safe harbor requirements, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2 and completes required service; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.

NOTE: G.4b only applies if G.4a.iii is selected.

NOTE: G.4c only applies if A.7b is "Yes" (Roth Elective Deferrals are permitted,) and G.4a.iii and G.4b.i is selected.

5. Specified Age

- a. In-service withdrawals are allowed on attainment of age 59-1/2
 - i. None
 - ii. All Accounts
 - iii. Selected Accounts
- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
 - i. Elective Deferral Account
 - ii. Voluntary Contribution Account
 - iii. Mandatory After-Tax Contribution Account
 - iv. Mandatory Pre-Tax Contribution Account
 - v. Matching Contribution Account
 - vi. Non-Elective Contribution Account
 - vii. Qualified Non-Elective Contribution Account
 - viii. Rollover Contribution Account
 - ix. Transfer Account
 - x. Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.5b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

- i. Yes
- ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. No

NOTE: If G.5a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching, the portion of any Account that has been used to satisfy the ACP safe harbor requirements, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.5a and G.5b.

NOTE: G.5b only applies if G.5a.iii is selected.

NOTE: G.5c only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted), and G.5a.iii and G.5b.i is selected.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

Other Withdrawals

6. Withdrawals After Period of Participation

- a. Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account after _____ years of Participation
- b. Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after _____ years of Participation

NOTE: Withdrawals under G.6a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the ACP safe harbor requirements, have not been treated as Qualified Matching Contributions, and are held in annuity contracts.

NOTE: Withdrawals under G.6b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

NOTE: G.6a-b may not be less than five.

7. Withdrawals After Period of Accumulation

- a. Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for _____ years.
- b. Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for _____ years.

NOTE: Withdrawals under G.7a are only permitted from the Matching Contribution Account to the extent such Account has not been used to satisfy the ACP safe harbor requirements, have not been treated as Qualified Matching Contributions, are held in annuity contracts.

NOTE: Withdrawals under G.7b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

NOTE: G.7a-b may not be less than two.

8. At Any Time

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Mandatory After-Tax Contribution Account
- c. Mandatory Pre-Tax Contribution Account
- d. Rollover Contribution Account

9. Military Distributions

- a. Qualified Reservist Distributions are permitted
- b. Deemed Severance Distributions are permitted

10. Transfer Account

Distributions are permitted for a Participant who has attained age 62 and who has not separated from employment from the Transfer Account.

- a. Yes - under any distribution option offered to a Participant who has incurred a Termination of Employment
- b. Yes - limited to the following terms and conditions: _____

NOTE: G.10 only applies if F.4 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).

11. Disability

- Allow distributions upon Disability.

NOTE: If distribution upon Disability is selected, the following Accounts may not be distributed unless a severe disability equivalent to A.21a has occurred: (i) Elective Deferral Account, (ii) Qualified Non-Elective Contribution Account, (iii) Matching Contribution Account to the extent such Account has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) and/or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution. A severe disability equivalent to A.21a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.

Conditions/Limitations

12. Other Conditions/Limitations

- The following limitations, conditions, and/or special rules apply to in-service withdrawals (e.g., Participant is limited to one in-service withdrawal per calendar quarter): _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.1 through G.11). G.12 must be applied in a

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

consistent and nondiscriminatory manner. For example, G.12 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.05.

13. Form of Payment - In-Service Distribution other than Hardship Distributions

- a. Medium of distribution from the Plan:
- Cash only
 - Cash or in-kind
 - Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- b. Distributions from the Plan may be made in the following forms (select all that apply):
- Lump sum
 - Substantially equal installments
 - Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
 - Other(e.g., Periodic Payment that are set at least quarterly): _____

NOTE: G.13b.iii and any entry in G.13b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

- c. Participants may take distributions in the form of an annuity.
- Yes - the entire Account
 - Yes - entire account except single life annuities will not be allowed
 - Yes - the following conditions and/or limitations will apply: _____
 - No

NOTE: If G.13c.i or G.13c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: G.13c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

NOTE: If G.13c.i or G.13c.iii is selected, and the Plan has elected to be exempt from the REA requirements the annuity cannot be in the form of a single life annuity. If the participant in the Plan that has elected to be exempt from the REA requirements the distribution used to purchase the single life annuity will be subject to the REA requirements.

Roth In-Plan Rollovers

14. Roth In-Plan Rollovers

- a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted:
- No
 - Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
 - Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan
 - Yes - at any time

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also rollover distributions (as defined in Code section 402(c)(4) except they do not have to be eligible for distribution under the Code.)

- b. In-Plan Roth Rollovers are permitted from partially vested Accounts
- c. Additional limitations will apply to In-Plan Roth Rollovers:
- Yes, _____. (Describe the limitations and/or conditions.) (e.g., one In-Plan Roth Rollover per calendar quarter)
 - No

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations and/or conditions apply" and describe the circumstances under which Participants can make an In-Plan Roth Rollover.

- d. Enter the effective date of the In-Plan Roth Rollovers: _____ (must be after Sept. 27, 2010)
- e. In-Plan Roth Rollover Accounts will be distributable:

- at any time
- when the originating Account of the In-Plan Roth Rollover assets are distributable
- Other: (e.g., upon attainment of age 59.5) _____

NOTE: G.14e.ii must be chosen if G.14a.iv is chosen.

NOTE: The distribution even specified above (G.14e.iii) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

Loans

15. Loans

- Loans are permitted

Permissible Withdrawals

16. Permissible Withdrawals

- Permissible withdrawals will be allowed, provided they are requested within _____ days after the date of the first contribution under an EACA

NOTE: The timeframe for requesting a permissible withdrawal must be at least 30 and no more than 90 days.

Exchanges

17. Exchanges

- Exchanges are permitted

Transfers to Purchase Service Credit

18. Transfers to Purchase Service Credit

- Transfers to Purchase Service Credit are permitted

H. PLAN OPERATIONS

Plan Operations

1. Permitted Investments

- a. Annuity Contracts
b. Custodial Accounts

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. All Accounts
ii. Some Accounts
iii. None

- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:

- i. Elective Deferral Account
ii. Voluntary Contribution Account
iii. Mandatory After-Tax Contribution Account
iv. Mandatory Pre-Tax Contribution Account
v. Safe Harbor Contribution Account
vi. Matching Contribution Account
vii. Non-Elective Contribution Account
viii. Qualified Non-Elective Contribution Account
ix. Rollover Contribution Account
x. Transfer Account
xi. Other: (e.g., QMAC Contribution Account) _____

NOTE: The other account specified above (H.2b.xi) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. Participants may also establish individual brokerage accounts.

- d. Participants may exercise voting rights with respect to the following investments:

- i. All investments
ii. Selected investments: _____

- e. Code section 404(c) applies.

NOTE: If H.2a.iii (None) is selected, H.2b through H.2e do not apply.

NOTE: H.2b only applies if H.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
b. Last day of each Plan quarter
c. Last day of each month
d. Each business day
e. Other (e.g., first and fifteenth day of each month): _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator:
i. Plan Sponsor
ii. Committee appointed by Plan Sponsor
iii. Other (Complete name of designated Plan Administrator.) (e.g., TPA Service Provider Inc.): _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary:
i. Plan Administrator and Investment Fiduciary adopt own procedures
ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
i. None - the Adopting Employer will not indemnify the Plan Administrator or the Investment Fiduciary
ii. Standard according to Section 12.06
iii. Provided pursuant to an outside agreement
- d. The following modifications will be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

I. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan will consist of this Adoption Agreement #001, its related Basic Plan Document #007 (ERISA 403(b)) and any related appendix or addendum specifically created in response to a question within the Adoption Agreement.

The Adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is tax-favored under Code section 403 only to the extent provided in Revenue Procedure 2013-22 and any superseding guidance. The Adopting Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such tax-favored requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The volume submitter Practitioner will inform the Adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Volume Submitter Practitioner may be contacted at Goldleaf Partners may be contacted at PO Box 806, Brainerd, MN; 866-882-8442.

J. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. By signing this Adoption Agreement, the undersigned acknowledges having reviewed the Appendices and Amendments to the Basic Plan Document. The parties have caused this Plan to be executed this _____ day of _____, 2019.

ARIZONA'S CHILDREN ASSOCIATION (ADOPTING EMPLOYER):

Signature: _____

Print Name: _____

Title/Position: _____

ADMINISTRATIVE AND VENDOR APPENDIX

Arizona's Children Association Employee's 403(b) Savings and Retirement Plan

An amendment is not required to make changes to this appendix. Use of this Addendum will not be considered a modification to the volume submitter document.

Approved vendors that accept ongoing contributions from the Adopting Employer and the investment types offered.

1. Empower
 - Mutual Funds
 - Annuities

Service Providers

- a. Goldleaf Partners will perform the following services for the plan: Plan documents, compliance testing, Form 5500, review of distributions and loan requests
- b. Empower will perform the following services for the plan: Recordkeeping of the participant accounts, statements, processing distributions and loans
- c. CAPTRUST will perform the following services for the plan: Investment Management

Plan Sponsor

The following administrative functions will be performed by the Plan Sponsor:

determining eligibility, depositing contributions, approving transactions, review and approval of testing, signing Form 5500

CUSTOM LANGUAGE ADDENDUM

If this is the first restatement to a pre-approved 403(b) plan document, then although the Plan's restated Effective Date is a retroactive date, all optional elections within this Adoption Agreement reflect Plan provisions that are in effect on the first day of the Plan Year in which this restatement is executed, unless specified elsewhere within the Plan. As to the optional elections which may have been in effect on and after the retroactive restated Effective Date which are not reflected in this Adoption Agreement, such provisions are reflected in the terms of the Plan as in effect prior to the first day of the Plan Year in which this restatement is executed

QNEC FORFEITURE ADDENDUM

A. AMENDED PROVISIONS:

1. The Plan's Basic Plan Document Article 6 is amended as follows:

- (a) Section 6.03(d) is replaced in its entirety as follows:

Disposition of Forfeitures. Amounts forfeited from a Participant's Account shall be used to restore forfeitures or reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4, or to pay reasonable Plan expenses unless otherwise limited in the Adoption Agreement. Forfeitures cannot be used as Elective Deferrals. Any such disposition of forfeitures from a Participant's Account shall be made no later than the end of the Plan Year following the Plan Year during which the forfeiture occurred.

ADDENDA EXECUTION PAGE

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this ____ day of _____, 2019.

ARIZONA'S CHILDREN ASSOCIATION:

Signature: _____

Print Name: _____

Title/Position: _____

THE SECOND SIGNATURE PAGE IS GENERATED BECAUSE THE PLAN DOCUMENT INCLUDES AT LEAST ONE OF THE FOLLOWING:

- CUSTOM LANGUAGE ADDENDUM
- CUSTOM EFFECTIVE DATE ADDENDUM

THE SECOND SIGNATURE PAGE IS NOT GENERATED WHEN THE PLAN ONLY HAS NON-SIGNATURE ADDENDUMS (e.g., QNEC FORFEITURE AMENDMENT).