

































## 10. ADP Testing Elections

- a. Average Deferral Percentage of Nonhighly 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(k) plan, the Nonhighly Compensated Employee percentage:
- i.  3%
  - ii.  Current year percentages

**NOTE:** If C.1a.i is not selected (the Plan is a 401(k) safe harbor plan), then the current year must be used for those Plan Years during which the Plan is subject to the 401(k) safe harbor requirements.

**NOTE:** The years entered in C.10a.ii or C.10a.iv may not be earlier than the Effective Date.

**NOTE:** C.11b only applies if C.10a.iii or C.10a.iv is selected.

**NOTE:** See Section 5.02(a).

## 11. ACP Testing Elections

- a. Average Contribution Percentage of Nonhighly 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 Nonhighly Compensated Employee percentage:
- i.  3%
  - ii.  Current year percentages

**NOTE:** If C.1a.i is not selected (the Plan is a 401(k) safe harbor plan) and if C.1b.i is selected (Plan is intended to satisfy the ACP safe harbor), then the current year must be used for those Plan Years during which the Plan is subject to the 401(k) safe harbor requirements.

**NOTE:** The years entered in C.11a.ii or C.11a.iv may not be earlier than the Effective Date.

**NOTE:** C.12b only applies if C.11a.iii or C.11a.iv is selected.

**NOTE:** See Section 5.02(b).

## Voluntary Contributions

**NOTE:** If A.8 is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.9 through B.12 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

## 12. Minimum and Maximum Voluntary Contributions

- a.  Minimum Voluntary Contribution: \_\_\_\_\_% of Compensation
- b.  Maximum Voluntary Contribution: \_\_\_\_\_% of Compensation
- c.  Maximum of total combined Elective Deferral/Voluntary Contribution: \_\_\_\_\_% of Compensation
- d.  Other: \_\_\_\_\_

**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 non-discriminatory, objectively determinable and may not be specified in a manner that is subject to Company discretion.

## D. CONTRIBUTIONS - MATCHING, PROFIT SHARING AND OTHER CONTRIBUTIONS

### Matching - Allocation Service

**NOTE:** If A.9 is "Yes" (Matching Contributions are permitted), an Eligible Employee who has met the requirements of B.13 through B.17 and who has satisfied the following requirements shall be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.

**NOTE:** If the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected) or the plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected), no requirements may be specified in D.1-2 to receive an allocation of Matching Contributions.



1. **Allocation Service Requirements for Matching Contributions** [content is the same but re-arranged]

- 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 Company 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 Company on 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. Select hours equivalency:
  - i.  None.  
An Employee shall 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 shall apply to:
  - i.  All Employees
  - ii.  Only Employees not paid on a per-hour basis

*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 Date
- b. Any Hour of Service requirement and last day requirement shall 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 shall be made to the requirements specified in **D.1-3b**: \_\_\_\_\_

*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 Company 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.*

4. **Coverage Failures for Matching Contributions**

Method to fix Matching Contribution Code section 410(b) ratio percentage coverage failures (Section 4.02(d)):

- a.  Do not automatically fix
- b.  Add just enough Participants to meet the coverage requirements
- c.  Add all non-excludable Participants

**Matching - Formula**

5. **Matched Employee Contribution Inclusions**

- a. Elective Deferrals are included in the definition of Matched Employee Contribution to the extent select below
  - i.  Include a Participant's Catch-up Contributions in the definition of Matched Employee Contribution [moved]
  - ii.  Include a Participant's Roth Elective Deferrals in the definition of Matched Employee Contribution

b.  Include a Participant's Voluntary Contributions from the definition of Matched Employee Contributions

**NOTE:** Pre-Tax Elective Deferrals that are not Catch-up Contributions are always included in the definition of Matched Employee Contribution.

**NOTE:** All Elective Deferrals must be included as Matched Employee Contributions if the Plan is intended to be a safe harbor 401(k) plan by use of a safe harbor matching formula (C.1a.ii or C.1a.v is selected) or the plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected).

**NOTE:** D.5b is not applicable if the Plan does not provide for Voluntary Contributions (A.8 is "No").

The Company's Matching Contribution shall be allocated to eligible Participants who have met the requirements of B.13 through B.16 and D.1 through D.4 as follows (Section 4.02):

## 6. Matching Contribution Formula

a.  A discretionary amount and allocation formula

b.  Single rate. The Company will contribute as a Matching Contribution an amount equal to

i. \_\_\_\_\_% of the Participant's Matched Employee Contributions that are not in excess of

ii. \_\_\_\_\_% of the Participant's Compensation

c.  Two rates. The Company will contribute as a Matching Contribution the amount in D.6b; plus

i. \_\_\_\_\_% of the amount of the Participant's Matched Employee Contributions that exceed [amount entered in D.6b.ii] but that do not exceed

ii. \_\_\_\_\_% of the Participant's Compensation

d.  Three rates. The Company will contribute as a Matching Contribution the amount in D.6b and D.6c; plus

i. \_\_\_\_\_% of the amount of the Participant's Matched Employee Contributions that exceed [amount entered in D.6c.ii] but that do not exceed

ii. \_\_\_\_\_% of the Participant's Compensation

e.  Years of service. See D.9 below

f.  Special schedule.

**NOTE:** The discretionary formula in D.6a and the special schedule D.6f must meet the non-discrimination requirements regarding benefits, right or features described in Treas. Reg. section 1.401(a)(4)-4

**NOTE:** If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected), D.6b-d or D.6f must be selected and the contributions listed in D.6 will be Qualified Matching Contributions (Section 4.04(d)). If additional Matching contributions are made and are not treated as Qualified Matching Contributions, list those contributions in D.7 and/or D.8.

**NOTE:** A Matching Contribution of a Nonhighly 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. section 1.401(m)-2(a)(5).

**NOTE:** If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected), the matching formula must meet certain minimum requirements. If C.1a.ii (traditional safe harbor match) is selected, the formula must be completed so that it meets the following minimum formula: the Company will contribute as a 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. If C.1a.v (QACA Match) is selected, the formula must be completed so that it meets the following minimum formula: the Company will contribute as a 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 Company may also elect a Matching Contribution formula where: (i) the aggregate amount of Matching Contributions at each rate of Matched Employee Contributions is at least equal to the aggregate amount of Matching Contributions which would have been made if the Matching Contributions were made under the formula described in the applicable preceding sentences, and (ii) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.

**NOTE:** If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

**NOTE:** If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

**NOTE:** The special schedule D.6f must be objectively determinable and may not be specified in a manner that is subject to Company discretion..

## 7. Additional Discretionary Matching Contributions

Permit discretionary Matching Contributions to be made in addition to the contributions described in D.6b-d

**NOTE:** If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

**NOTE:** If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

## 8. Additional Fixed Matching Contributions

Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.6b-d: \_\_\_\_\_

**NOTE:** If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12) (C.1b.i is selected): (i) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase, (ii) Matching Contributions cannot be made on Matched Employee Contributions in excess of six percent (6%) of Compensation, and (iii) the amount of Matching Contributions subject to the Company's discretion shall not exceed four percent (4%) of Compensation.

**NOTE:** If the Plan is a safe harbor match (C.1a.ii or C.1a.v is selected) and/or the Plan is a ACP safe harbor (C.1b.i is selected), no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.

## 9. Years of Service

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

[NOTE TO REVIEWER: the number of years shown will depend on the number selected in the online checklist]

- i. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions
- ii. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions
- iii. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions
- iv. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions

b.  Only Matched Employee Contributions that are not in excess of \_\_\_\_\_% of the Participant's Compensation shall be matched.

c. In determining years of service in this D.9, the following service shall be used:

- i.  Years of Eligibility Service
- ii.  Years of Vesting Service

d. Enter the number of Hours of Service necessary to earn a year of service described in D.9a: \_\_\_\_\_

**NOTE:** D.9 is only applicable if D.6e is selected.

**NOTE:** The first tier of Matching Contributions in D.9a.i shall be available no later than the period described in 410(a)(1).

## 10. 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 C.1a.ii or C.1a.v (safe harbor match) is selected, then D.10 will not apply (limits on Matching are described in the Note under D.6).

**NOTE:** If D.10e is selected, the requirements provided must be non-discriminatory, objectively determinable and may not be specified in a manner that is subject to Company discretion.

## 11. 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 Company

b. Apply the dollar limit in D.10:

- i.  On a Plan Year basis only
- ii.  Pro rata as of each period specified in D.11a

**NOTE:** D.11 shall not apply if the Matching formula is discretionary (D.6a is selected).

*NOTE: Any service requirements specified in D.1 through D.3 shall be applied pro rata to the period selected in this D.11. Any last day rule specified in D.1 through D.3 shall be applied as of the end of each period selected in this D.11.*

*NOTE: Discretionary Matching Contributions (if selected in D.6) may be allocated at a time other than that selected in D.11. However, if C.1a.ii or C.1a.v (safe harbor match) is selected, no Highly Compensated Employee can receive a greater rate of Matching Contributions than a Nonhighly Compensated Employee at the same rate of Matched Employee Contributions.*

*NOTE: D.11b shall only apply if a maximum dollar amount (D.10c or D.10d) is selected and end of Plan Year (D.11a.i) is not selected.*

*NOTE: See Section 4.02(b)(1) for rules relating to "true up" Matching Contributions.*

## **Profit Sharing - Service**

*NOTE: If A.10 is "Yes" (Profit Sharing Contributions are permitted), an Eligible Employee who has met the requirements of B.17 through B.20 and who has satisfied the following requirements shall be eligible to receive an allocation of Profit Sharing Contributions during the applicable Plan Year.*

### **12. Allocation Service Requirements for Profit Sharing Contributions**

- a.  In order to share in the allocation of Profit Sharing 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 Profit Sharing Contributions, a Participant is required to be employed by the Company on the last day of Plan Year
- c.  In order to share in the allocation of Profit Sharing Contributions, a Participant is required to be employed by the Company on the last day of Plan Year or complete at least \_\_\_\_\_ Hours of Service in the applicable Plan Year
- d.  None

*NOTE: D.12a and D.12b are inapplicable if D.12c is selected.*

*NOTE: D.12a and D.12c may not be more than 1,000.*

### **13. Profit Sharing Allocation Service Computation Rules**

- a. Select hours equivalency:
  - i.  NoneAn Employee shall 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 shall apply to:
  - i.  All Employees
  - ii.  Only Employees not paid on a per-hour basis

*NOTE: D.13 is only applicable if D.12a or D.12c is selected.*

### **14. Exceptions to Allocation Service Requirements for Profit Sharing 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 Date
- b. Any Hour of Service requirement and last day requirement shall 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 shall be made to the requirements specified in D.12-14b: \_\_\_\_\_

*NOTE: D.14 is only applicable if D.12a, D.12b or D.12c is selected.*

*NOTE: D.14c may only be used to make minor changes to the requirements specified in D.12-14b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Company discretion. For example, D.14c 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.*

### **15. Coverage Failures for Profit Sharing Contributions**

Method to fix Profit Sharing Contribution Code section 410(b) ratio percentage coverage failures (Section 4.03(d)):

- a.  Do not automatically fix
- b.  Add just enough Participants to meet the coverage requirements
- c.  Add all non-excludable Participants

#### Profit Sharing - Formula

#### 16. Amount of Profit Sharing Contributions

- a.  Discretionary in an amount as determined by the Company
- b.  \_\_\_\_\_ % of each Participant's Compensation for the Plan Year
- c.  \$\_\_\_\_\_ for the Plan Year
- d.  Other: \_\_\_\_\_

17. Profit Sharing allocation formula. The Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** 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.18**.
- c.  **Points.** See **D.19**.
- d.  **Fixed Amount.** In an amount equal to the total Profit Sharing 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 shall be equal to the product of the Participant's Compensation multiplied by the factor in Appendix A determined using the Participant's age as of the end of the Plan Year.
- f.  **New Comparability - Defined Groups.** See **D.20**.
- g.  **New Comparability - One Group per Participant.** In an amount designated by the Company to be allocated to each group. For purposes of this **D.17g**, there shall be one group created for each Participant eligible to receive allocations of Profit Sharing Contributions. The contribution shall be allocated to each group in a manner determined by the Company. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Company shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.
- h.  **Other.** \_\_\_\_\_

*NOTE: Options D.17e-h are not safe harbor formulas within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).*

*NOTE: If New Comparability - Defined Groups (D.17f) is selected, in the case of self-employed individuals (i.e., sole proprietorships or partnerships), the requirements of Treas. Reg. section 1.401(k)-1(a)(6) continue to apply, and the allocation method should not be such that a cash or deferred election is created for a self-employed individual as a result of application of the allocation method.*

*NOTE: If New Comparability (D.17f or D.17g) is selected, see Section 4.03(b)(1) for 'failsafe' rules regarding the gateway test.*

*NOTE: If Other is selected (D.17h), the formula must be definitely determinable and not subject to Company discretion.*

#### 18. Profit Sharing - Integration

If **D.17b** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** pursuant to either Paragraph (1) or (2) below:

(1) Except as may be provided in **H.7**, for any Plan Year the Plan is not required to provide top heavy minimum allocations pursuant to Article 11 or such top heavy minimum allocations have already been met by other allocations, Profit Sharing Contributions shall be allocated as follows:

- (A) Profit-Sharing Contributions shall first be allocated to each Participant's Profit Sharing Contribution Account in the ratio that the sum of such Participant's total Compensation plus his Excess Compensation bears to the sum of all eligible Participants' total Compensation plus Excess Compensation, but not to exceed the permitted disparity of such sum; and
- (B) The balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that such Participant's total Compensation bears to all eligible Participants' total Compensation.

(2) For any Plan Year paragraph (1) above does not apply, Profit Sharing Contributions shall be allocated as follows:

- (A) Profit Sharing Contributions shall first be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's total Compensation bears to all eligible Participants' total Compensation, but not in excess of 3% of each Participant's Compensation.

(B) The balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's Excess Compensation bears to the Excess Compensation of all Participants, but not in excess of 3% of each Participant's Excess Compensation.

(C) The balance, if any, remaining after the allocation in subparagraph (B) shall then be allocated to each Participant's Profit Sharing Contribution Account in the ratio that the sum of each Participant's total Compensation and Excess Compensation bears to the sum of all eligible Participants' total Compensation and Excess Compensation, but not in excess of the permitted disparity less 3%.

(D) The balance, if any, remaining after the allocation in subparagraph (C) shall be allocated to each Participant's Profit Sharing Contribution Account in the ratio that each Participant's total Compensation bears to all Participants' total Compensation.

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; plus \$1.00
- d.  \_\_\_\_% of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- e.  Fixed dollar amount: \$ \_\_\_\_

[Removed permitted disparity elections - determined by the chart below]

**NOTE:** If **D.18a** (taxable wage base) is not selected, 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%

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

## 19. Profit Sharing - Points

If **D.17c** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in **D.19a**: (a) the points described in **D.19d** for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in **D.19c** for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Profit Sharing Contributions, and (c) the points described in **D.19b** for each \$100 of Compensation he has earned for such Plan Year.

If after application of the foregoing, the average of the allocation rates for eligible Highly Compensated Employees exceeds the average of the allocation rates for eligible Nonhighly Compensated Employees, each eligible Nonhighly Compensated Employee who has earned any points during the Plan Year shall be awarded the same minimum number of points (or fraction of a point) so that the average of the allocation rates for eligible Highly Compensated Employees does not exceed the average of the allocation rates for eligible Nonhighly Compensated Employees.

- a. Points will be computed on 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 participation: \_\_\_\_\_
- 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 Nonhighly Compensated Employees.

**NOTE:** **D.19b**, **D.19c** and **D.19d** apply to the extent that **D.19a** provides points for Compensation, Years of Service and/or age; respectively.

## 20. Profit Sharing - New Comparability



If **D.17f** is selected, the Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of **B.17** through **B.20** and **D.12** through **D.14** in an amount designated by the Company to be allocated to each group described in **D.20**. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Profit Sharing Contributions in the method as specified in **D.20** for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Company shall notify the party who has responsibility for allocating contributions in writing of the amount of contributions allocated to each group.

The groups and allocations shall be determined as follows:

**[NOTE TO REVIEWER - For each group selected there shall be language added to the document in the format shown below with the group number substituted for the term "One" and the letter increased for each group (a to b, etc.)]**

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

*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 Company discretion.*

*NOTE: See Section 3.06 for rules regarding eligibility requirements.*

*NOTE: D.20a applies if "New Comparability - Defined Groups" or "New Comparability - One Group per Participant" (D.17f or D.17g) is selected.*

*NOTE: D.20b applies if "New Comparability - Defined Groups" (D.17f) is selected.*

## 21. Allocation of Profit Sharing Contributions

- a. Profit Sharing 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 Profit Sharing Allocations
- i.  Allocations of Profit Sharing Contributions for a Participant shall be subject to a minimum amount: \_\_\_\_\_
  - ii.  Allocations of Profit Sharing Contributions for a Participant shall be subject to a maximum amount: \_\_\_\_\_

*NOTE: Any service requirements specified in D.12 through D.14 shall be applied pro rata to the period selected in this D.21a. Any last day rule specified in D.12 through D.14 shall be applied as of the end of each period selected in this D.21a.*

*NOTE: Selection of D.21a.ii through D.21a.v may result in the Plan not meeting a Code section 401(a)(4) safe harbor allocation formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).*

## 22. Profit Sharing - Disability

- Allocate Profit Sharing 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.22 shall not be more than "tenth".*

*NOTE: Allocations under D.22 may occur after Termination.*

## 23. Collective Bargaining Agreement

- a.  In addition to the amount selected in **D.16**, an amount necessary to meet the Company's requirements under an applicable collective bargaining agreement shall be allocated.
- b. The collective bargaining allocations will offset any other employer contribution allocations that would otherwise be made to a Participant:
- i.  Yes - Profit Sharing contributions only
  - ii.  No
  - iii.  Other: \_\_\_\_\_

*NOTE: Option D.23 is not a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).*

*NOTE: D.21 (timing, maximum and minimum Profit Sharing Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in D.23b.*

## Other Contributions

## 24. Davis Bacon

- a.  In addition to any other Profit Sharing Contributions otherwise provided in the Plan, an amount necessary to meet the Company's requirements under an applicable prevailing wage statute shall be allocated. The formula for allocating Profit Sharing Contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

The prevailing wage allocation offset:

- i.  None  
ii.  The prevailing wage allocations will offset any other Profit Sharing Contribution allocations that would otherwise be made to a Participant.  
iii.  Other: \_\_\_\_\_

- b.  Qualified Non-Elective Contributions (in addition to any non-elective contribution made pursuant to **D.16** and Section 4.04) shall be allocated in an amount necessary to meet the Company's requirements under an applicable prevailing wage statute. Allocations will be made in an amount necessary to meet the Company's requirements under an applicable prevailing wage statute. The formula for allocating Qualified Non-Elective Contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

The prevailing wage allocation offset:

- i.  None  
ii.  The prevailing wage allocations will offset any other Qualified Nonelective Contribution allocations that would otherwise be made to a Participant.  
iii.  Other: \_\_\_\_\_

- c.  Exclude \_\_\_\_\_ from receiving benefits under an applicable prevailing wage statute under this Plan.

*NOTE: Option D.24 is not a safe harbor formula within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2).*

*NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered.*

*NOTE: D.24c must be used to exclude Highly Compensated Employees or another nondiscriminatory class of employees from receiving Davis Bacon allocations. Note that the employees excluded will generally still need to be provided the Davis Bacon benefits in another manner.*

**25. QNECs** [Eligibility rules are all optional and moved to BPD]

The Company's Qualified Nonelective Contribution (in addition to any nonelective contribution made pursuant to **C.1** or **C.24**) shall 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 Nonelective Contribution divided by the number of Participants eligible to share in such contribution.  
c.  Bottom Up. In an amount described in Section 4.04(b) for Bottom Up QNECs.  
d.  Other. Pursuant to the following formula: \_\_\_\_\_

*NOTE: A Qualified Nonelective Contribution of a Nonhighly 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).*

**26. Rollovers**

Rollover Contributions are permitted (Section 4.05):

- 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 non-discriminatory manner.*

**27. Deemed IRAs**

The Plan may accept voluntary contributions to deemed IRAs (Section 4.11) effective: \_\_\_\_\_

*NOTE: If D.27 is selected, see Section 4.11 for rules regarding deemed IRAs.*

**28. 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 Company on the day preceding death or Disability and terminated employment on the day of death or Disability (Section 4.07).

**29. 415 Additional Language**

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

**E. VESTING**



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## Vesting Service Rules

### 1. Vesting service computation method

- a.  Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: \_\_\_\_\_
- 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 (Elapsed Time) 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:
- None.  
An Employee shall be credited with the following service with the Employer:
  - 10 Hours of Service for each day or partial day
  - 45 Hours of Service for each week or partial week
  - 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
  - 190 Hours of Service for each month or partial month
- b. The hours equivalency selected in E.2a shall apply to:
- All Employees
  - 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 shall commence on the anniversary of such date
- d.  Other: \_\_\_\_\_

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

### 4. Other Employer Service

- Count a maximum of five years of service with employers other than the Employer for vesting purposes with the following employers: \_\_\_\_\_

### 5. Vesting Exceptions

- a.  **Death.** Provide for full vesting for a Participant who terminates employment with the Employer due to death while an Employee (Section 6.02).
- b.  **Disability.** Provide for full vesting for a Participant who terminates employment with the Employer due to Disability while an Employee (Section 6.02).
- c.  **Early Retirement.** Provide for 100% vesting upon the attainment of Early Retirement Date while an Employee (Section 6.02). **[moved]**

### 6. Vesting Exclusions

- a.  Exclude Years of Vesting Service earned before age 18.
- b.  Exclude Years of Vesting Service earned before the 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 Employer.
- d.  **Rule of parity.** If an Employee does not have any nonforfeitable right to the Account balance derived from 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: \_\_\_\_\_

*NOTE: Any special provisions must satisfy Code sections 401(a)(4) and 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:
  - ii. Other Match Schedule - 1 year but less than 2 years:
  - iii. Other Match Schedule - 2 years but less than 3 years:
  - iv. Other Match Schedule - 3 years but less than 4 years:
  - v. Other Match Schedule - 4 years but less than 5 years:
  - vi. Other Match Schedule - 5 years but less than 6 years:
  - 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 if the Plan provides for a safe harbor match (C.1a.ii or C.1a.v is selected) and there are no additional fixed or discretionary matching contributions beyond the safe harbor contribution (D.7 and D.8 are not selected).*

## 9. Safe Harbor Matching Contributions

If the Plan provides for a safe harbor match, additional fixed or discretionary matching contributions beyond the safe harbor contribution (D.7 and/or D.8) will be subject to the vesting schedule in E.8 as follows (select one):

- Only discretionary Matching Contributions (D.7) shall be subject to the schedule described in E.8.
- Fixed Matching Contributions described in D.8 and discretionary Matching Contributions (D.7) shall be subject to the schedule described in E.8.

*NOTE: E.9 only applies if E.8 is not 100%; C.1a.ii or C.1a.v is selected and D.7 and/or D.8 is/are selected.*

*NOTE: Traditional safe harbor matching contributions (C.1a.ii) are 100% vested.*

*NOTE: Qualified Automatic Contribution Arrangement safe harbor matching contributions (C.1a.v) are subject to the vesting schedule selected in E.11.*

## 10. Profit Sharing

Profit Sharing 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 Profit Sharing Schedule - less than 1 year:
  - ii. Other Profit Sharing Schedule - 1 year but less than 2 years:
  - iii. Other Profit Sharing Schedule - 2 years but less than 3 years:
  - iv. Other Profit Sharing Schedule - 3 years but less than 4 years:
  - v. Other Profit Sharing Schedule - 4 years but less than 5 years:
  - vi. Other Profit Sharing Schedule - 5 years but less than 6 years:
  - vii. Other Profit Sharing 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. QACA Vesting

QACA (Non Elective and Match) 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.*

## 12. Other Vesting Schedule

- a.  The Plan has another vesting schedule: \_\_\_\_\_
- b. Describe the Participants to which the other vesting schedule applies: \_\_\_\_\_
- c.  Retain pre-PPA Profit Sharing vesting schedule for pre 2007 contributions: \_\_\_\_\_

*NOTE: The vesting schedule in E.12 is in addition to the vesting schedules in E.8 through E.11.*

*NOTE: E.12b must be applied in a consistent and non-discriminatory manner. For example, E.12b 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.*

## 13. Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

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

*NOTE: E.13b is limited to one or a combination of the options described in E.13a. E.13b may be used to further restrict the uses of forfeiture and must be applied in a consistent and non-discriminatory manner.*

## F. DISTRIBUTIONS

### 1. Normal Retirement

- a. Normal Retirement Age means:
  - i.  Attainment of age \_\_\_\_\_
  - ii.  Later of attainment of age \_\_\_\_\_ and service specified in **F.1b**
- 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.)
- c. Normal Retirement Date means:
  - i.  Normal Retirement Age
  - ii.  First day of calendar month coincident or next following Normal Retirement Age
  - iii.  First day of calendar month nearest Normal Retirement Age
  - iv.  Anniversary date nearest Normal Retirement Age
  - v.  Other: \_\_\_\_\_

*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 shall 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 service specified in **F.2b**
- 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.)

**c. Early Retirement Date means:**

- i.  Early Retirement Age
- ii.  First day of calendar month coincident or next following Early Retirement Age
- iii.  First day of calendar month nearest Early Retirement Age
- iv.  Anniversary date nearest Early Retirement Age
- v.  Other: \_\_\_\_\_

*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 Date) and G.2b (in-service distributions upon Early Retirement Date).*

**3. Time of Payment (Other than Death)**

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a.  **Immediate.** As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of 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 Date.**
- d.  **Other:** \_\_\_\_\_

*NOTE: Any entry in F.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

**4. Form of Payment (Other than Death)**

Medium of distribution from the Plan:

- a.  Cash only
- b.  Cash or in-kind
- c.  Cash or in-kind rollover to an Individual Retirement Account sponsored by the following vendor: \_\_\_\_\_

**5. Default Form of Payment (Other than Death)**

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
  - i.  Lump sum only
  - ii.  Qualified Joint and \_\_\_\_\_% Survivor Annuity (not less than 50% and not more than 100%)
- b. In addition to the form described in **F.5a**, distributions from the Plan after Termination for reasons other than death may be made in the following forms (*select all that apply*):
  - i.  Lump sum only
  - ii.  Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
  - iii.  Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect
  - iv.  Other: \_\_\_\_\_

*NOTE: F.5b.iii and any entry in F.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

**6. Distributions as an Annuity**

- a. Permit Participants to make distributions in the form of an annuity
  - i.  Yes - entire account
  - ii.  Yes - the following conditions and/or limitations shall apply: \_\_\_\_\_
  - iii.  No
- b. Permit Beneficiaries to make distributions in the form of an annuity
  - i.  Yes - the entire account
  - ii.  Yes - the following conditions and/or limitations shall apply: \_\_\_\_\_
  - iii.  No

**NOTE:** If **F.6a.i** or **F.6a.ii** 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 shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

**NOTE:** If **F.6b.i** or **F.6b.ii** is selected, a Beneficiary may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan (including Section 7.05) and any annuity contract shall be nontransferable.

**NOTE:** **F.6a.ii** and **F.6b.ii** must be applied in a consistent and non-discriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

## 7. Transfer from Pension Plan

The Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 411(a)(11) and 417 (e.g., a money purchase or defined benefit plan).

## 8. Beneficiary Designation

To the extent that a Participant's Account is subject to the survivor annuity rules of Section 7.10, the spouse of a married Participant shall be the beneficiary of \_\_\_\_\_ % of such Participant's Account unless the spouse waives his or her rights to such benefit pursuant to Section 7.10 (Section 7.04).

**NOTE:** **F.8** may not be less than 50%.

**NOTE:** **F.8** only applies to Accounts subject to the survivor annuity requirements of Section 7.10.

## 9. Payment upon Participant's Death

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

- a.  Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(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 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d.  Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary

## 10. Beneficiaries

a. Death benefits when there is no designated beneficiary:

- i.  Standard according to Section 7.04(c)
- ii.  Custom

b.  Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: \_\_\_\_\_.

c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable: [Domestic Partners are limited to arrangements other than marriage.]

- i.  No
- ii.  Yes - limited to the following terms and conditions: \_\_\_\_\_
- iii.  Yes

d.  The term "Domestic Partner" as defined in Article 2 is modified in the following manner: \_\_\_\_\_

**NOTE:** If **F.10a.ii** (Custom) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the volume submitter document.

**NOTE:** If revocation is selected (**F.10b**) you may use this item to indicate automatic revocation upon divorce.

**NOTE:** If **F.10c.i** is selected, **F.10d** does not apply.

**NOTE:** Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

## 11. Cash Out

- a.  Involuntary cash-out amount for purposes of Section 7.03: \$ \_\_\_\_\_
- b. Minimum Account balance for Qualified Joint and Survivor Annuity consent requirements (Section 7.10): \$ \_\_\_\_\_
- c. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **F.11a** is deferred under Section 7.03(b) until:
  - i.  Later of age 62 or Normal Retirement Date - 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
- d.  Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of **F.11a** and **F.11b** (Sections 7.03 and 7.10)

**NOTE: F.11a and F.11b** have a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

**NOTE: If F.11a is not selected and F.11b is zero, F.11d does not apply.**

**NOTE: F.8** only applies to Accounts subject to the survivor annuity requirements of Section 7.10.

**NOTE: If F.11a is less than \$1,000, F.11d may not be selected.**

## 12. 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: (i) attains age 70-1/2, or (ii) 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.12a**; provided that a Participant may elect to commence distributions pursuant to either **F.12a** or **F.12b**

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

## G. IN-SERVICE WITHDRAWALS

**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.

### 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.2-10** are only permitted from the portion of a Participant's Accounts described in **G.1** unless otherwise specified in **G.11**.

### 2. Retirement [moved]

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

**NOTE:** If the Normal Retirement Date and/or Early Retirement Date is less than age 59-1/2 and in-service is selected, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that 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) shall not be eligible for withdrawal until the Participant attains age 59-1/2.

### 3. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- a.  **None**
- b.  **All Accounts.** A Participant may receive a distribution on account of Hardship, except from: (i) his Qualified Non-Elective Contribution Account, (ii) his 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, and (iii) earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989
- c.  **Selected Accounts**
  - i.  Elective Deferral Account (excluding earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989)
  - ii.  Matching Contribution Account (except that portion that 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)
  - iii.  Profit Sharing Contribution Account
  - iv.  Voluntary Contribution Account
  - v.  Rollover Contribution Account
  - vi.  Transfer Account
  - vii.  Other: \_\_\_\_\_
- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
  - i.  Safe Harbor criteria set forth in Section 8.01(b)
  - ii.  Non Safe Harbor criteria set forth in Section 8.01(c)
- 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: \_\_\_\_\_
- h.  A more flexible Hardship option applies to permitted Account(s)
- i.  Use criteria specified in Section 8.01(b)(1)
  - ii.  Use criteria specified in Section 8.01(b)(1) with the following additional criteria and/or modifications: \_\_\_\_\_

**NOTE:** If G.3a is selected, G.3b through G.3h do not apply.

**NOTE:** G.3e only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If G.3e is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

**NOTE:** G.3f only applies if A.7b is "Yes", (Roth Elective Deferrals are permitted).

**NOTE:** Any limitations in G.3g (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 Company discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

**NOTE:** G.3h only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in G.3cii-vi to the extent applicable and selected above). If G.3h is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.

#### 4. Specified Age and Service

- a. In-service withdrawals are allowed on attainment of age \_\_\_\_\_ and \_\_\_\_\_ service (Section 8.02):
- 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.  Matching Account
  - iii.  Profit Sharing Contribution Account
  - iv.  Qualified Non-Elective Contribution Account
  - v.  Voluntary Contribution Account
  - vi.  Rollover Contribution Account
  - vii.  Transfer Account
  - viii.  Other: \_\_\_\_\_
- 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 and the portion of any Account that 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) shall 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.ii or G.4a.iii and G.4b.i is selected.

#### 5. Specified Age

- a. In-service withdrawals are allowed on attainment of age \_\_\_\_\_ (Section 8.02):
- 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.  Matching Account
  - iii.  Profit Sharing Contribution Account
  - iv.  Qualified Non-Elective Contribution Account
  - v.  Voluntary Contribution Account
  - vi.  Rollover Contribution Account
  - vii.  Transfer Account
  - viii.  Other: \_\_\_\_\_
- 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 Contributions and the portion of any Account that 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) shall 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.ii or G.5a.iii and G.5b.i is selected.*

#### Other Withdrawals

#### 6. Withdrawals After Period of Participation

- a.  **Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account after \_\_\_\_\_ years of Participation
- b.  **Profit Sharing Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Profit Sharing 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 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 contributions have not been treated as Qualified Matching Contributions.*

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

#### 7. Withdrawals After Period of Accumulation

- a.  **Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for \_\_\_\_\_ years.
- b.  **Profit Sharing Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Profit Sharing 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 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 contributions have not been treated as Qualified Matching Contributions.*

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

#### 8. At Any Time (Section 8.03(b))

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

- a.  Voluntary Contribution Account
- b.  Rollover Contribution Account

#### 9. Military Distributions

- Qualified Reservist Distributions are permitted (Section 8.03(c))

#### 10. Transfer Account

Permit a distribution to be made to 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 Terminated Participant



b.  Yes - limited to the following terms and conditions: \_\_\_\_\_

**NOTE: G.10 only applies if F.7 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 distributions 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 shall be supported by medical evidence.**

### 12. Other Conditions/Limitations

The following limitations, conditions and/or special rules apply to in-service withdrawals: \_\_\_\_\_

**NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.I through G.II). G.I2 must be applied in a consistent and non-discriminatory manner. For example, G.I2 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.05.**

### 13. Roth In-Plan Rollovers

a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted (Section 4.05(b)):

i.  No

ii.  Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal

iii.  Yes - limitations and/or conditions apply: \_\_\_\_\_

iv.  Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the plan **and upon the attainment of age: \_\_\_\_\_.**

b.  In-Plan Roth Rollovers are permitted from partially vested accounts

c. Enter the effective date of the In-Plan Roth Rollovers: \_\_\_\_\_ (must be after Sept. 27, 2010)

d. Indicate method of preserving Code section 411(d)(6) protected benefits:

i.  Distributions from the In-Plan Roth Rollover Account are permitted at any time

ii.  Preserve existing distributions/in-service withdrawals rights for each Account

iii.  Other: \_\_\_\_\_

**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 take an In-Plan Roth Rollover.**

**NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also eligible rollover distributions (as defined in Code section 402(c)(4)).**

**NOTE: Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that 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) shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of the age entered under G.13a.iii or G.13a.iv.**

## H. PLAN OPERATIONS AND TOP HEAVY

### Plan Operations

#### 1. Permitted Investments

a.  Plan may invest up to 100% of the Trust Fund in "qualifying employer securities" and "qualifying employer real property" (Section 9.04(b))

b.  Plan may invest in life insurance (Section 9.07)

**NOTE: If H.1a is selected, the selection shall not apply to Accounts prohibited from investing more than 10% of assets in "qualifying employer securities" and "qualifying employer real property" under section 407(b)(2) of ERISA.**

#### 2. Participant Self-direction

a. Specify the extent to which the Plan permits Participant self-direction and indicate the Plan's intent to comply with ERISA section 404(c) (Section 9.02):

i.  All Accounts and 404(c) applies

ii.  All Accounts but 404(c) does not apply

iii.  Some Accounts and 404(c) applies

iv.  Some Accounts but 404(c) does not apply

- v.  None
- b. If Some Accounts is selected, a Participant may self-direct the following accounts:
  - i.  Elective Deferral Account
  - ii.  Matching Contribution Account
  - iii.  Voluntary Contribution Account
  - iv.  Profit Sharing Contribution Account
  - v.  Qualified Non-Elective Contribution Account
  - vi.  Rollover Contribution Account
  - vii.  Transfer Account
- c.  Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to the following investments (Section 9.06):
  - i.  Company stock only
  - ii.  All investments
  - iii.  Selected investments: \_\_\_\_\_

*NOTE: If H.2a.v (None) is selected, H.2b through H.2d do not apply.*

*NOTE: H.2b only applies if H.2a.iii or H.2a.iv is selected.*

*NOTE: If H.1a is selected (employer securities) and H.2a.i or H.2a.iii (404(c) applies) is selected, then voting rights must be selected in H.2d.i, H.2d.ii or H.2d.iii.*

### 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: \_\_\_\_\_ (Must be at least annually).

*NOTE: If H.2a.i or H.2a.iii (404(c) applies) is selected then Valuation Date must be at least quarterly.*

### 4. Plan Administration

- a. Designation of Plan Administrator (Section 12.01):
  - i.  Plan Sponsor
  - ii.  Committee appointed by Plan Sponsor
  - iii.  Other: \_\_\_\_\_
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):
  - 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 Company 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 shall be made to the duties of the applicable parties: \_\_\_\_\_

*NOTE: If H.4c.iii (Provided pursuant to an outside agreement) Section 12.06 shall not apply and indemnification for the Plan Administrator and Investment Fiduciary is provided pursuant to an agreement that is not a part of the Plan.*

*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.*

### 5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
  - i.  Yes
  - ii.  No
  - iii.  Yes, but only for the following assets/accounts: \_\_\_\_\_; other assets/accounts will use an outside Trust or be held by an insurance company
  - iv.  Not Applicable - assets are held solely by an insurance company

- b. Trustee Type
- i.  Corporate. Trustee name and address: \_\_\_\_\_
  - ii.  Individual. Trustee name(s): \_\_\_\_\_
- c. Type of Trustee Indemnification:
- i.  Standard according to Section 10.07(b)
  - ii.  Provided pursuant to an outside agreement
- d.  The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).
- e. The Trustee is also the Investment Fiduciary (Section 10.06):
- i.  Yes
  - ii.  No. The Investment Fiduciary is: \_\_\_\_\_
- f. The special trustee for purposes of determining and collecting contributions under the Plan is:
- i.  the chief executive officer of the Plan Sponsor
  - ii.  the Trustee
  - iii.  other: \_\_\_\_\_

*NOTE: Section 10.09 shall apply to the extent assets are held in an outside trust agreement.*

*NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.*

*NOTE: If H.5a.iv is selected, H.5b - e shall not apply.*

*NOTE: If a separate trust agreement is to be used (H.5a.ii or H.5a.iii is selected), the items in H.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.*

*NOTE: If H.5c.ii (Provided pursuant to an outside agreement) Section 10.07(b) shall not apply and indemnification for the Trustee is provided pursuant to an agreement that is not a part of the Plan.*

*NOTE: H.5f must be an individual or a corporation with trust powers and is intended to comply with FAB 2008-01.*

## 6. Trust Administrative Modifications

- a.  The following modifications are made to the permitted investments under the Trust Fund: \_\_\_\_\_
- b.  The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: \_\_\_\_\_
- c.  The following modifications are made to other administrative provisions of the Trust Fund: \_\_\_\_\_

*NOTE: H.6 only applies if H.5a.i or H.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).*

*NOTE: The addition of language in H.6 shall not be deemed to be a modification to the volume submitter document as long as the modification does not conflict with other provisions of the Plan (excluding Article 10) and does not cause the Plan to fail to qualify under Code section 401(a).*

## Top Heavy

### 7. Top Heavy Allocations

Top-Heavy allocations are made to

- a.  This Plan. Participants who share in Top-Heavy minimum allocations:
  - i.  **Non-Key only.** Any Participant who is employed by the Employer on the last day of the Plan Year and is not a Key Employee
  - ii.  **All Participants.** Any Participant who is employed by the Employer on the last day of the Plan Year
  - iii.  Participants covered by a collective bargaining agreement will share in Top-Heavy minimum allocations provided retirement benefits were the subject of good faith bargaining.
- b.  Pursuant to the terms of \_\_\_\_\_ plan
- c. Other plan maintained by the employer
  - i.  N/A - no other plan
  - ii.  Defined Contribution
  - iii.  Defined Benefit

*NOTE: Choose one option, H.7a, b or c.*

*NOTE: If H.7b is selected, include the name of the other plan.*

*NOTE: H.7a.iii may be selected in addition to H.7a.i or H.7a.ii. If H.7a.iii applies and is not selected, Employees covered under a collective bargaining agreement that bargains in good faith for retirement benefits shall not be eligible to receive top-heavy minimum allocations.*

*NOTE: H.7c should generally only be selected if the Company also sponsors a defined benefit plan where, for example, in the first year the top heavy minimum shall be made to the defined benefit plan and thereafter to this Plan. H.7c must comply with Code section 416 and the regulations thereunder.*

**8. Top Heavy Vesting**

Top-Heavy vesting schedule:

- a.  100%
- b.  2-6 Year Graded
- c.  3 Year Cliff
- d.  Other:
  - i. Other Top-Heavy Schedule - less than 1 year:
  - ii. Other Top-Heavy Schedule - 1 year but less than 2 years:
  - iii. Other Top-Heavy Schedule - 2 years but less than 3 years:
  - iv. Other Top-Heavy Schedule - 3 years but less than 4 years:
  - v. Other Top-Heavy Schedule - 4 years but less than 5 years:
  - vi. Other Top-Heavy Schedule - 5 years but less than 6 years:
  - vii. Other Top-Heavy Schedule - 6 or more years: 100%.

*NOTE: If H.8 is "Other", then any vesting schedule described in H.8d must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule.*

**9. 416 Additional Language**

Additional language necessary to satisfy Code section 416 because of the required aggregation of multiple plans: \_\_\_\_\_

**Present Value Assumptions**

[Place to enter specific rates removed for volume submitter]

If the Company also maintains a defined benefit plan and if such plan is silent with respect to the actuarial assumptions used to determine the present value of accrued benefits for Top Heavy purposes, then the assumptions used must be reasonable, need not relate to the actual plan and investment experience, and need not be the same as those used for minimum funding purposes or for purposes of determining the actual equivalence of optional benefits under the plan.

**I. MISCELLANEOUS**

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

The Plan shall consist of this Adoption Agreement #005, its related Basic Plan Document #P-02 and any related Appendix and Addendum specifically created in response to a question within to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The 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 qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner may be contacted at [ADDRESS][TELEPHONE #]

DRAFT