

## Section 457(b) Plan

### Company Data:

#### Company Information:

1. Name of adopting employer (Plan Sponsor):
- 2a. Plan Sponsor address line 1:
- 2b. Plan Sponsor address line 2:
3. Plan Sponsor city:
4. Plan Sponsor state:
5. Plan Sponsor zip:
6. Plan Sponsor phone AC/Number:
7. Plan Sponsor fax AC/Number:

#### Additional Company Information:

8. Plan Sponsor EIN:
9. Plan Sponsor fiscal year end:
- 10a. Plan Sponsor entity type:  
 C Corporation  S Corporation  Non profit  Partnership  Limited Liability Company  Limited Liability Partnership  Sole Proprietorship  Union   
Government agency  Other
- 10b. If 10a is "Union", enter name of the representative of the parties who established or maintain the Plan:
- 10c. If 10a is "Other", enter Plan Sponsor entity type:
11. State of organization of Plan Sponsor:
- 12a. The Plan Sponsor is a member of an affiliated service group:  
 Yes  No
- 12b. If 12a is "Yes", list all members of the group (other than the Plan Sponsor):
- 13a. The Plan Sponsor is a member of a controlled group:  
 Yes  No
- 13b. If 13a is "Yes", list all members of the group (other than the Plan Sponsor):

#### Contact Information:

21. Contact name:
22. Contact title:
23. Contact salutation:
24. Contact phone:
25. Contact fax:
26. Contact email:

#### Notes:

30. Notes

## Plan Data:

### A. GENERAL INFORMATION

#### General

- 1a. First line of Plan name:
- 1b. Second line of Plan name:
- 2a. Original effective date of Plan:
- 2b. Is this a restatement of a previously-adopted plan?  
 Yes  No
- 2c. If **A.2b** is "Yes", effective date of Plan restatement:
- 3. Plan Year End (Month Day):

#### Plan Type

- 4. Type of Plan:  
 Tax Exempt  Governmental

#### Plan Features

- 5a. Matching Contributions are permitted (only applicable if **A.5c** is "Yes"):  
 Yes  No
- 5b. Nonelective Contributions are permitted:  
 Yes  No
- 5c. Participant Deferrals are permitted:  
 Yes  No
- 5d. If Participant Deferrals are permitted and the plan is a governmental plan, are Roth Deferrals permitted:  
 Yes  No
- 5e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals:

#### Compensation

- 6a. Compensation includes Base Salary:  
 Yes  No
- 6b. Compensation includes additional pay specified in **A.7**;  
 Yes  No
- 7. If **A.6.b** is selected, enter the additional pay:
- 8a. Are there any exclusions from the definition of Compensation:  
 Yes  No
- 8b. If **A.8a** is "Yes", enter the exclusions from the definition of Compensation:
- 8c. Exclude pay earned before participation in Plan from definition of Compensation:  
 Yes  No

#### Miscellaneous

- 10. Enter date to place on cover of the Plan Description:
- 11. File Number:
- 12. User Defined Field #1
- 13. User Defined Field #2
- 14. User Defined Field #3
- 15. User Defined Field #4
- 16. User Defined Field #5

## **B. ELIGIBILITY**

### **Eligible Employee**

- 1a.** The term Eligible Employee shall include officers of the Company listed in **B.1a.i**:  
 Yes  No
- 1a.i.** If **A.1a** is "Yes", enter the officers eligible to participate in the Plan:
- 1b.** The term Eligible Employee shall include other management or highly compensated employees listed in **B.1b.i**:  
 Yes  No
- 1b.i.** If **A.1b** is "Yes", enter the other management or highly compensated employees eligible to participate in the Plan:
- 1c.** The term Eligible Employee shall include Employees listed in an appendix to the Adoption Agreement:  
 Yes  No
- 1c.i.** If **A.1c** is "Yes", enter the other Employees eligible to participate in the Plan:
- 1d.** The term Eligible Employee shall include all Employees except those listed in **B.1d.i**:  
 Yes  No
- 1d.i.** If **A.1d** is "Yes", enter the Employees not eligible to participate in the Plan:
- 1e.** The term Eligible Employee shall include all Employees:  
 Yes  No
- 2.** Indicate whether an independent contractor may participate in the Plan:  
 Yes  No

### **Eligible Employee - Other**

- 3a.** In order to become an Eligible Employee, an Employee must be approved by the Chief Executive Officer of the Plan Sponsor  
 Yes  No
- 3b.** In order to become an Eligible Employee, an Employee must be approved by the Chief Executive Officer of the Employee's employing entity  
 Yes  No
- 3c.** In order to become an Eligible Employee, an Employee must be approved by the Board of the Plan Sponsor  
 Yes  No
- 3d.** In order to become an Eligible Employee, an Employee must be approved by the Board of the Employee's employing entity  
 Yes  No
- 3e.** In order to become an Eligible Employee, an Employee must be approved by the other requirements listed in **B.4**  
 Yes  No
- 4.** If **B.3e** is "Yes", enter other requirements:

### **Requirements for Participation**

- 5a.** Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:  
 None  Completion of stated service  Other
- 5b.** If **B.5a** is "Completion of stated service", describe service:
- 5c.** If **B.5a** is "Other", describe other requirements:
- 6a.** Frequency of entry dates:  
 first day of the calendar month  first day of each plan quarter  first day of the first month and seventh month of the Plan Year  first day of the Plan Year  Other
- 6b.** If **B.6a** is "Other", describe other entry dates:

### **Modifications**

- 7a.** Indicate whether there are any modifications to the requirements specified in **B.1 - B.6**:  
 Yes  No

**7b.** If **B.7a** is "Yes", specify the modifications:

**C. ELECTIONS/CONTRIBUTIONS**

**Elective Deferrals**

- 1a.** If **A.5c** is selected (Participant Deferrals permitted), Minimum Participant contribution:  
 None  one percent (1%)  two percent (2%)  three percent (3%)
- 1b.** If **A.5c** is selected (Participant Deferrals permitted), Maximum Participant contribution:  
 five percent (5%)  ten percent (10%)  fifteen percent (15%)  twenty percent (20%)  
 twenty-five percent (25%)  thirty percent (30%)  forty percent (40%)  fifty percent (50%)  
 seventy-five percent (75%)  one hundred percent (100%)
- 2.** If **A.5c** is selected (Participant Deferrals permitted), A Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:  
 Yes  No

**Matching Contributions**

- 3.** If **A.5a** is "Yes" (matching contributions are permitted), specify method to allocate matching contributions:  
 Fixed formula  Discretionary
- 4.** If **A.5a** is "Yes" (matching contributions are permitted), and **C.3** is "Fixed formula", indicate the formula to allocate such contributions:
- 5.** If **A.5a** is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions:

**Nonelective Contributions**

- 6.** If **A.5b** is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions:  
 Pro rata  Fixed formula  Discretionary
- 7.** If **A.5b** is "Yes" (nonelective contributions are permitted) and **C.6** is "Fixed formula", indicate the formula to allocate such contributions:
- 8.** If **A.5b** is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions:

**Transfers/Rollovers**

- 9.** Transfers/rollover contributions are permitted  
 Yes  No

**D. EARNINGS/TRUST**

**Earnings**

- 1.** A Participant's Accounts shall be credited with earnings in the following manner:  
 Fixed rate  Predetermined investments specified in appendix  Predetermined investments specified by the Plan Administrator  Mid-term applicable federal rate
- 2.** If **D.1** is "Fixed rate", specify the rate:
- 3.** If **D.1** is "Predetermined investments", specify the extent to which a Participant may choose among the predetermined investments:  
 A Participant may not select investments  As of each Valuation Date  As of the first day of each Plan Year  Pursuant to Plan Administrator procedures
- 4a.** If **D.1** is "Predetermined investments", and **D.3** permits Participant direction, the Plan provides conditions and/or limitations to the Participant's right to select investments  
 Yes  No
- 4b.** If **D.1** is "Predetermined investments", **D.3** permits Participant direction and **D.4a** is "Yes", enter the

conditions and/or limitations:

### Grantor Trust

- 5a.** If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder:  
 No  Yes in the Company's sole discretion  Yes
- 5b.** If **D.5a** provides for the establishment of a grantor trust, indicate the extent to which it is irrevocable:  
 Revocable by the Company  Irrevocable on a Change of Control  Irrevocable immediately
- 5c.** If **D.5a** provides for the establishment of a grantor trust, indicate whether the assets may be invested in company securities:  
 Yes  No
- 5d.** If **D.5a** provides for the establishment of a grantor trust and **D.5b** is "Irrevocable on a Change of Control", indicate the definition of Change of Control:  
 Standard  Custom
- 5e.** If **D.5a** provides for the establishment of a grantor trust, **D.5b** is "Irrevocable on a Change of Control" and **D.5d** is "Custom", enter the definition of Change of Control:

### Valuation Date

- 6a.** Enter Valuation Date:  
 Last day of Plan Year  Last day of Plan quarter  Last day of each month  Each business day  Other
- 6b.** If **D.6a** is "Other", enter Valuation Date:

### E. VESTING

#### Vesting Service Rules

1. Indicate the method of determining vesting service:

#### Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee  
 Yes  No
3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02):  
 Yes  No
4. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02):  
 Yes  No
- 5a.** Provide for full vesting for a Participant upon the circumstances described in **E.5b**:  
 Yes  No
- 5b.** If **E.5a** is "Yes", describe the other circumstances:
- 6a.** Company contribution vesting schedule:  
 100%  3-7 Year Graded  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  5 Year Cliff  3 Year Cliff  2 Year Cliff  Other  Pursuant to another plan
- 6b.** If **E.6a** is "Other", enter other vesting schedule
- 6c.** If **E.6a** is "Pursuant to another plan", enter name of other plan:

#### Special Forfeiture Provisions

- 7a.** Provide for special forfeiture provisions

Yes  No

**7b.** If **E.7a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.7c**:

**7c.** If **E.7a** is "Yes", a Participant meeting the conditions of **E.7b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested:

## **F. DISTRIBUTIONS**

### **Normal Retirement**

**1.** Normal Retirement Age means Attainment of age:

### **Time of Payment for Reasons other than Death**

**2.** Benefits may not commence later than the date specified below:

Earlier of the Required Beginning Date or specified years after Termination  Earlier of the Required Beginning Date or Normal Retirement Age  Required Beginning Date

**3.** If **F.2** is "number of years after Termination", enter the number years after the Participant's Termination during which benefits must commence:

**4a.i.** A single lump sum payment is available:

Yes  No

**4a.ii.** Annual installment payments are available:

Yes  No

**4a.iii.** Other optional form of benefit is available:

Yes  No

**4b.** If **F.4a** is "annual installments", enter the maximum number of years over which payments may be made:

**4c.** If **F.4a** is "Other", describe other optional form of benefit:

### **Payment on Participant Death**

**5.** Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms

Pay by end of calendar year following the date of death  At election of Participant's Beneficiary

### **Unforeseeable Emergency**

**6a.** A Participant may receive a distribution upon the occurrence of an unforeseeable emergency:

Yes  No

**6b.** If **F.6a** is "Yes", **A.5c** (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:

Yes  Yes - only if qualified distribution  No

### **Small Distributions**

**7.** A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A)

Yes  No

### **Medium of Payment**

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

Cash only  Cash or in-kind  In-kind only

### **Transfers**

**9a.** Specify whether transfers may be made to another plan:

Yes  No

- 9b.** Specify whether service credit transfers may be made to another defined benefit governmental plan:  
 Yes  No

### **Death or Disability During Qualified Military Service**

- 10a.** 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 on the day preceding death or disability and Terminated on the day of death or disability:  
 Yes  No
- 10b.** If **F.10a** is "Yes", enter the effective date (must be on or after January 1, 2007):

### **Loans/Inservice**

- 11.** If the Plan is a Governmental Plan, specify whether Participant loans may be made:  
 Yes  No
- 12.** If the Plan is a Governmental Plan and **C.6** permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account:  
 Yes  No
- 13.** Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:  
 Yes  No

## **G. PLAN OPERATIONS**

### **Plan Administration**

- 1a.** Designation of Plan Administrator (Section 7.01):  
 Plan Sponsor  Committee appointed by Plan Sponsor  Other
- 1b.** If **G.1a** is "Other", Name of Plan Administrator:
- 2a.** Type of indemnification for the Plan Administrator and, in the case of a Governmental Plan or Rabbi trust, the Trustee:  
 Standard  Custom
- 2b.** If **G.2a** is "Custom", enter the custom indemnification:
- 3.** Name of Trustee:

## **H. CUSTOM LANGUAGE APPENDICES**

### **Custom Language**

- 1.** Enter custom language that is to be added as an Addendum to the Adoption Agreement.

### **Custom Effective Date**

- 2.** Enter custom effective date(s) that are to be added as an Addendum to the Adoption Agreement:.