

**ADOPTION AGREEMENT  
FULL SCOPE 403(b) PLAN**

**NOTE:** This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 403(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document E04-403B and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

**COMPANY INFORMATION**

1. Name of adopting employer (Plan Sponsor): \_\_\_\_\_
2. Address \_\_\_\_\_
3. City: \_\_\_\_\_ 4. State: \_\_\_\_\_ 5. Zip: \_\_\_\_\_
6. Phone number: \_\_\_\_\_ 7. Fax number: \_\_\_\_\_
8. Plan Sponsor EIN: \_\_\_\_\_
9. Plan Sponsor fiscal year end: \_\_\_\_\_
- 10a. Plan Sponsor entity type:
  - i.  C Corporation
  - ii.  S Corporation
  - iii.  Non Profit Organization
  - iv.  Partnership
  - v.  Limited Liability Company
  - vi.  Limited Liability Partnership
  - vii.  Sole Proprietorship
  - viii.  Union
  - ix.  Government Agency
  - x.  Other: \_\_\_\_\_
- 10b. If 10a.viii (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: \_\_\_\_\_
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): \_\_\_\_\_

**PLAN INFORMATION**

**A. GENERAL INFORMATION.**

1. **Plan Number:** \_\_\_\_\_
2. **Plan name:**
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
3. **Effective Date:**
- 3a. Original effective date of Plan: \_\_\_\_\_  
**NOTE:** The date specified in **A.3a** for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.
- 3b. Is this a restatement of a previously-adopted plan:  
 Yes  No
- 3c. If **A.3b** is "Yes", effective date of Plan restatement: \_\_\_\_\_  
**NOTE:** If **A.3b** is "No", the Effective Date of the terms of this document shall be the date specified in **A.3a**, otherwise the date specified in **A.3c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in **A.3c** for an amended and restated plan may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.
4. **Plan Year** means each 12-consecutive month period ending on \_\_\_\_\_(e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
5. **ERISA.** Is the plan subject to ERISA? (Section 1.01)  
 Yes  No  
**NOTE:** Governmental Plans and Church Plans are generally exempt from ERISA. This Plan should not be used by Code section 501(c)(3) organizations that intend to be excluded from ERISA but are not Church Plans and not Governmental Plans. If the Plan is excluded from ERISA certain options under the Adoption Agreement may be more permissive and will be noted as they appear. In addition, certain language in the Basic Plan Document will not apply as noted therein.

6. **Type of Sponsor.**
- i.  **Public School.** A state, a political subdivision of a state, or an agency or instrumentality of a state but only with respect to an employee of the state performing services for an educational organization within the meaning of Code section 170(b)(1)(A)(ii).
  - ii.  **Non Profit Organization.** A Code section 501(c)(3) organization which is exempt from tax under Code section 501(a) with respect to any employee of the Code section 501(c)(3) organization.
  - iii.  **Minister.** Any employer of a minister described in Code section 414(e)(5)(A), but only with respect to the minister; or a minister described in Code section 414(e)(5)(A), but only with respect to a retirement income account established for the minister.
- NOTE:** 403(b) Plans are limited to the above types of sponsors. Nondiscrimination rules do not apply to Governmental Plans except that the annual compensation limits of Code section 401(a)(17) do apply.
7. **FICA Church Plan.** Is the Plan a FICA Church Plan? (Article 2)
- Yes  No
- NOTE:** Nondiscrimination and universal availability rules do not apply to FICA Church Plans.

#### Plan Features

- 10a. **Elective Deferrals.** Elective Deferrals are permitted (Section 4.01).
- 10b. **Roth Elective Deferrals.** Roth Elective Deferrals are permitted:  
 Yes  No
- 10c. If A.10b is "Yes", enter the effective date for Roth Elective Deferrals: \_\_\_\_\_.  
**NOTE:** The effective date may not be earlier than January 1, 2006.
11. **Voluntary Contributions.** Voluntary (after-tax) Contributions are permitted (Section 4.01) (If "No", questions regarding Voluntary Contributions are disregarded.):
- i.  Yes
  - ii.  No
  - iii.  Formerly Allowed
12. **Matching Contributions.** Matching Contributions are permitted (Section 4.02) (If "No", questions regarding Matching Contributions are disregarded.):  
 Yes  No
13. **Non-Elective Contributions.** Non-Elective Contributions are permitted. (Section 4.03) (If "No", questions regarding Non-Elective Contributions are disregarded.):  
 Yes  No

#### Compensation

20. Definition of Compensation:
- i.  **W-2.** Wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
  - ii.  **Withholding.** Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.
  - iii.  **415 Safe Harbor.** Only those items specified in Treas. Reg. section 1.415(c)-2(b)(1) and excluding all those items listed in Treas. Reg. section 1.415(c)-2(c).
21. Include deferrals in definition of Compensation?  
 Yes  No  
**NOTE:** Unless "No" is checked, Compensation shall also include any amount which is contributed by the Company pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b) or 132(f).
- 22a. Include Post Severance Compensation in definition of Compensation:  
 Yes  No
- 22b. If A.22a is "Yes", Post Severance Compensation is included for the following purposes:
- i.  Elective Deferrals and Voluntary Contributions.
  - ii.  Matching Contributions.
  - iii.  Nonelective Contributions.
- 22c. If A.22a is "Yes", effective date of inclusion of Post Severance Compensation shall be Limitation Years beginning on or after: \_\_\_\_\_
- 23a. Determine Compensation using Post Year End Compensation:  
 Yes  No  
**NOTE:** If "Yes" is selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.
- 23b. If A.23a is "Yes", effective date of inclusion of Post Year End Compensation shall be Limitation Years beginning on or after: \_\_\_\_\_

## Compensation Exclusions

- 24a.** Exclude pay earned before participation in Plan from definition of Compensation:  
 Yes  No  
Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.
- 24b.** The exclusion listed in **A.24a** applies for the following purposes:  
**i.**  Matching Contributions.  
**ii.**  Nonelective Contributions.
- 25a.** Exclude certain fringe benefits from definition of Compensation:  
 Yes  No  
If "Yes" is checked, Compensation shall exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.
- 25b.** The exclusion listed in **A.25a** applies for the following purposes:  
**i.**  Elective Deferrals and Voluntary Contributions.  
**ii.**  Matching Contributions.  
**iii.**  Nonelective Contributions.
- 26a.** Exclude other pay from definition of Compensation for the following Participants:  
**i.**  None  
**ii.**  Highly Compensated Employees only  
**iii.**  All Participants  
**NOTE: A.26a.iii** may not be selected if the Plan uses an integrated formula in **C.35a**.  
**NOTE:** If "All participants" is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).
- 26b.** If **A.26a.ii** or **iii** is selected, describe other pay excluded from definition of Compensation and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the Compensation is excluded: \_\_\_\_\_.  
**NOTE:** The pay specified for this **C.26b** must be objectively determinable and may not be specified in a manner that is subject to Company discretion.  
**NOTE:** If the Plan is intended to be a safe harbor plan (**C.1** is not "No"), the Compensation used to allocate the safe harbor contributions must be safe harbor Compensation within the meaning of Treas. Reg. 1.401(k)-3(b)(2).

## Highly Compensated Employee

- 30.** Use top-paid group election in determining Highly Compensated Employees:  
 Yes  No
- 31.** Use calendar year beginning with or within the preceding Plan Year in determining Highly Compensated Employees:  
 Yes  No

## B. ELIGIBILITY.

### Exclusions - Elective Deferrals

- 1a.** For purposes of Elective Deferrals, the term "Eligible Employee" shall not include (Check items **B.1a.i** - **B.1a.vi** as appropriate):  
**i.**  Employees whose maximum Elective Deferrals would not exceed \$200.  
**ii.**  Employees who are eligible to participate in an eligible governmental plan under section 457(b) which permits contributions or deferrals at the election of the employee.  
**iii.**  Employees who are eligible to participate in a plan of the Employer offering a qualified cash or deferred election under Code section 401(k) or a contract described in Code section 403(b).  
**iv.**  Employees who are non-resident aliens.  
**v.**  Employees who are students performing services described in Code section 3121(b)(10).  
**vi.**  Employees who normally work fewer than 20 hours per week as defined in Treas. Reg. section 1.403(b)-5(b)(4)(iii)(B).
- 1b.** If **A.7** is "Yes" (the Plan is a FICA Church Plan), indicate whether there are other exclusions from the term "Eligible Employee":  
**i.**  Eligible Employee will not include: \_\_\_\_\_.  
**ii.**  No other exclusions  
**NOTE:** The universal availability requirements do not apply to a FICA Church Plan.

### Exclusions - Other Contributions

**NOTE:** For purposes of all contributions other than Elective Deferrals, the term "Eligible Employee" shall not include those Employees specified in **B.1**.

- 2a. For purposes of all contributions other than Elective Deferrals indicate whether the Plan will make any other revisions to the term "Eligible Employee":  
 Yes  No
- 2b. If **B.2a** is "Yes", describe any further modifications to the term "Eligible Employee" \_\_\_\_\_.  
**NOTE:** Use this **B.2** to exclude any further classes of employees in addition to those classes specified in **B.1** from the term "Eligible Employee". Use **B.10 - B.13** to impose age and service restrictions on eligibility contributions other than Elective Deferrals.

#### Eligibility - Elective Deferrals

An Eligible Employee shall be eligible to make Elective Deferrals. However, if the Plan is a FICA Church Plan, eligibility for Elective Deferrals shall be subject to **B.10 - B.13** unless otherwise specified in **B.5**.

5. If the Plan is a FICA Church Plan, indicate what eligibility rules shall apply to Elective Deferrals:
- i.  Elective Deferrals shall be subject to **B.1a - B.2b** and **B.10 - B.13**
  - ii.  Elective Deferrals shall be subject to **B.1a - B.2b** only
- NOTE:** FICA Church Plans are not subject to the Universal Availability requirements.

#### Eligibility - Other Contributions

Except as otherwise provided in **B.13**, an Eligible Employee shall be eligible to make contributions other than Elective Deferrals (if permitted pursuant to **A.11-A.13**) at the time specified in **B.12** upon meeting the requirements of **B.10** and **B.11** (Sections 3.02 and 3.03).

10. Minimum age requirement for Contributions other than Elective Deferrals: \_\_\_\_\_ (leave blank or enter "0" if none)  
**NOTE:** The maximum age is 21 if the Plan is subject to ERISA. The maximum age is 26 in the case of any plan maintained exclusively for employees of an educational institution (as defined in Code section 170(b)(1)(A)(ii)) by an employer which is exempt from tax under section 501(a) which provides that each participant having at least 1 year of service is fully vested.  
**NOTE:** If the Plan provides for Safe Harbor contributions (**C.1** is not "No") no age should be specified in **B.10** unless the Plan is using the special Code section 410(b) disaggregation rules. If the Plan is using the special Code section 410(b) disaggregation rules then the maximum age is 21.
- 11a. Minimum service requirement for Contributions other than Elective Deferrals:
- i.  None
  - ii.  Completion of \_\_\_\_\_ Year(s) of Eligibility Service (See **B.11e** for hours of service required for a year of service if the Plan does not use the Elapsed Time method in **B.11d**)
  - iii.  Completion of \_\_\_\_\_ Hours of Service (not more than 1,000) in a \_\_\_\_\_ month period (Not to exceed 12.)
  - iv.  Completion of \_\_\_\_\_ Hours of Service (not to exceed 1,000) within a twelve month period.
  - v.  Completion of \_\_\_\_\_ months of service (not to exceed 12 months--elapsed time only).
- NOTE:** If **B.11a.iii** is selected, the service requirement under **B.11a** shall be deemed met at the time the specified number of Hours of Service are completed.  
**NOTE:** If the Plan provides for Safe Harbor contributions (**C.1** is not "No"), no service rules should be specified in **B.11** unless the Plan is using the special Code section 410(b) disaggregation rules. If the Plan is using the special Code section 410(b) disaggregation rules then **B.11a** cannot exceed 1 year or 1,000 Hours of Service.  
**NOTE:** If the Plan is subject to ERISA, there are a number of restrictions on **B.11a**:  
**B.11a** cannot exceed 1 year, unless the Plan provides a nonforfeitable right to 100% of the Participant's Matching Contribution Account balance after not more than 2 years of service, in which case up to 2 years is permitted.  
If **B.11a** is 1-1/2 Years of Eligibility Service, an Eligible Employee shall be deemed to earn 1/2 Year of Eligibility Service on the date that is six months after the end of the Eligibility Computation Period during which he earns his first Year of Eligibility Service; provided, that the individual is an Eligible Employee on the applicable entry date. Other fractional years may not be used.  
If **B.11a.iii - B.11a.iv** is selected, the service requirement shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date. Service taken into account for purposes of **B.11a** shall be determined under the terms and conditions as is specified for determining a Year of Eligibility Service.
- 11d. Eligibility service computation method for Contributions other than Elective Deferrals. (Unless **B.11b.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining eligibility service for Contributions other than Elective Deferrals:
- i.  Hours of Service
  - ii.  Elapsed Time
- NOTE:** If **B.11a.v** is selected then **B.11d** must be "Elapsed Time".  
**NOTE:** If **B.11a.iii** or **B.11a.iv** is selected then **B.11d** must be "Hours of Service".
- 11e. If **B.11a.ii** is selected and if **B.11e** is "Hours of Service", enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Contributions other than Elective Deferrals: \_\_\_\_\_ (Not more than 1,000 if the Plan is subject to ERISA or the Plan provides for Safe Harbor contributions (**C.1** is not "No") and is using the special Code section 410(b) disaggregation rules.)
- 12a. Frequency of entry dates for Contributions other than Elective Deferrals:

- i.  An Eligible Employee shall become a Participant eligible to receive an allocation of Contributions other than Elective Deferrals immediately upon meeting the requirements of **B.10** through **B.11**.
  - ii.  first day of each calendar month
  - iii.  first day of each plan quarter
  - iv.  first day of the first month and seventh month of the Plan Year
  - v.  first day of the Plan Year
  - vi.  the dates specified in **B.12c**.
- 12b.** If **B.12a.i** and **B.12a.vi** (immediate entry/dates specified in **B.12c**) are not selected, an Eligible Employee shall become a Participant eligible to receive an allocation of Contributions other than Elective Deferrals on the entry date selected in **B.12a** that is:
- i.  coincident with or next following
  - ii.  next following
  - iii.  coincident with or immediately preceding
  - iv.  immediately preceding
  - v.  nearest to the date the requirements of **B.10** through **B.11** are met.
- NOTE:** The combination of **B.12a** and **B.12b** must meet the requirements of ERISA section 202(a) (if the Plan is subject to ERISA). For instance, **B.12a** ("first day of the Plan Year") may not be selected with **B.12b** ("coincident with or next following") if two Years of Service is required under **B.11**.
- 12c.** If **B.12a.vi** (dates specified in **B.12c**) is selected, describe the other entry dates: \_\_\_\_\_.
- 13a.** For purposes of all contributions other than Elective Deferrals indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10** - **B.12**:  
 Yes  No
- 13b.** If **B.13a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10** - **B.12**: \_\_\_\_\_.  
**NOTE:** This **B.13** may be used to provide for differing eligibility rules for Voluntary Contributions, Matching Contributions and Non-Elective Contributions. For example, this **B.13** would be used if Eligible Employees were immediately eligible for Voluntary Contributions but there were age and/or service requirements for Matching Contributions and Non-Elective Contributions.

#### Eligibility Service Computation Rules

- NOTE:** The responses to **B.15** are used only to the extent that the Plan determines eligibility service by the hour of service method.
- 15a.** Eligibility Computation Period switch to Plan Year:  
 Yes  No
- 15b.** Select hours equivalency for eligibility purposes:  
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
- 15c.** If **B.15b.i** is not selected, the hours equivalency selected in **B.15b** shall apply to:  
i.  All Employees  
ii.  Only Employees not paid on a per-hour basis.

#### C. CONTRIBUTIONS

##### ACP Safe Harbor

1. Is this a safe-harbor 401(m) plan exempt from most testing pursuant to Code section 401(m):  
i.  No  
ii.  Yes - traditional safe harbor match (Code section 401(m)(11). See **C.21** through **C.29**)  
iii.  Yes - minimum 3% traditional safe harbor non-elective contribution pursuant to Section 4.04(a) (Code section 401(m)(11))  
iv.  Yes - qualified automatic contribution arrangement (QACA) safe harbor match (Code section 401(m)(12). See **C.21** through **C.29** and Section 4.01(g))  
v.  Yes - qualified automatic contribution arrangement (QACA) non-elective contribution (Code section 401(m)(12). See Sections 4.04(a) and 4.01(g))  
vi.  Yes - to another plan  
**NOTE:** See **C.13d** if the plan is also an eligible automatic contribution arrangement (EACA).
2. If **C.1.ii** - **C.1.vi** is selected, enter effective date of safe harbor provisions: \_\_\_\_\_ (The effective date must comply with applicable IRS guidance.)  
**NOTE:** A safe harbor Plan Year must be twelve months long or at least three months long if it is the first Plan Year of a newly established plan.

- 3a. If **C.1.iv** or **C.1.v** is selected (QACA), enter the amount of the election for the initial period as percentage of Compensation (between 3 - 10%): \_\_\_\_%.
- NOTE:** The initial period shall commence on the Participant's date of initial participation and end on the last day of the first Plan Year that begins after the date of initial participation.
- 3b. If **C.1.iv** or **C.1.v** is selected (QACA), enter the amount of the election for the first Plan Year after the initial period as a percentage of Compensation (between 4 - 10%): \_\_\_\_%.
- 3c. If **C.1.iv** or **C.1.v** is selected (QACA), enter the amount of the election for the second Plan Year after the initial period as a percentage of Compensation (between 5 - 10%): \_\_\_\_%.
- 3d. If **C.1.iv** or **C.1.v** is selected (QACA), enter the amount of the election for the third and subsequent Plan Years after the initial period as a percentage of Compensation (between 6 - 10%): \_\_\_\_%.
- 3e. If **C.1.iv** or **C.1.v** is selected (QACA), indicate whether the arrangement will apply to Participants who have an election in place with respect to Elective Deferrals prior to the effective date of the QACA:  
 Yes  No
4. If **C.1.vi** is selected, name of other plan to which safe harbor contributions are made: \_\_\_\_\_.
- 5a. If **C.1.iii** or **C.1.iv** (Qualified Non-Elective Contribution) is selected, Qualified Non-Elective Contributions will be made on behalf of:  
 i.  All Participants  
 ii.  Participants who are Nonhighly Compensated Employees  
 iii.  Participants who are Non-Key Employees  
 iv.  Participants who have met the greatest minimum age and service conditions permitted under Code section 410(a)(1)(A) within six months of the last day of the Plan Year.
- 5b. If **C.1.iii** or **C.1.iv** (Qualified Non-Elective Contribution) is selected and **C.5a.i** (all Participants) is selected, require service for Highly Compensated Employees to receive safe harbor nonelective contribution:  
 Yes  No
- 5c. If **C.1.iii** or **C.1.iv** (Qualified Non-Elective Contribution) is selected, **C.5a.i** (all Participants) is selected and **C.5b** is "Yes", Hours of Service required in the applicable Plan Year for Highly Compensated Employees to receive safe harbor nonelective contribution: \_\_\_\_\_ (Not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
- 5d. If **C.1.iii** or **C.1.iv** (Qualified Non-Elective Contribution) is selected and **C.5a.i** (all Participants) is selected, require employment on the last day of Plan Year for Highly Compensated Employees to receive safe harbor nonelective contribution:  
 Yes  No

#### Elective Deferrals - Voluntary Contributions

**NOTE:** An Eligible Employee shall be eligible to make Elective Deferrals to the Plan. If **A.11** is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of **B.10** through **B.13** shall also be eligible to make Voluntary Contributions to the Plan. Such contributions are subject to the following (Section 4.01):

10. Maximum contribution: \_\_\_\_\_% of Compensation (Not more than 100%. If left blank, the maximum will be 100%)
- 11a. When may Participants modify/start/stop elections regarding Elective Deferrals/Voluntary Contributions?  
 i.  Each pay period  
 ii.  Monthly  
 iii.  Quarterly  
 iv.  Semi Annual  
 v.  Annual  
 vi.  Pursuant to Plan Administrator procedures (At least once each calendar year)
- 11b. May Participants stop election to contribute at any time?  
 Yes  No
12. If **A.11** and **A.12** are "Yes" (Voluntary and Matching permitted), Include a Participant's Voluntary Contributions in the definition of Matched Employee Contributions:  
 i.  Yes - Voluntary Contributions shall be included in the definition of Matched Employee Contributions.  
 ii.  No - Voluntary Contributions shall be excluded from the definition of Matched Employee Contributions.
- 13a. Should Plan provide for traditional automatic enrollment: (Section 4.01(g))  
 i.  No  
 ii.  Yes - Static percentage  
 iii.  Yes - Increasing percentage
- 13b. If **C.13a.ii** or **C.13a.iii** is selected, enter the initial amount of the automatic enrollment (as a percentage of pay): \_\_\_\_\_.
- 13c. If **C.13a.iii** is selected, the amount specified in **C.13b** shall increase in the following manner: \_\_\_\_\_.
- NOTE:** For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in **C.13b** and "increase by 1% in the second through sixth year to a maximum of 8%" in **C.13c**.
- 13d. If **C.1.iv**, **C.1.v**, or **C.13a** are "Yes" (the Plan provides for automatic enrollment), does the Plan intend to be an eligible automatic contribution arrangement (EACA) (Section 4.01(h))  
 Yes  No
- 13e. If **C.13d** is "Yes", enter effective date of EACA refunds \_\_\_\_\_. (Enter January 1, 2008 or a later date).

#### Catchup Contributions

- 14a.** Allow Participants to make EGTRRA catch-up contributions (Section 5.01(c)):  
 Yes  No
- 14b.** If **C.14a** is "Yes", the election shall apply with respect to contributions on or after \_\_\_\_\_. (Enter January 1, 2002 or a later date).
- 14c.** Permit Participants with fifteen years of service to make special Code section 403(b) catch-up contributions (Section 5.01(b)):  
 Yes  No
- 14d.** If **C.14c** is "Yes", the election shall apply with respect to contributions on or after \_\_\_\_\_. (Enter January 1, 2002 or a later date).
- 15a.** If **C.14a** is "Yes" (EGTRRA catch-ups allowed), include a Participant's EGTRRA Catch-up Contributions in the definition of Matched Employee Contributions:  
**i.**  Yes - Catch-up Contributions specified in **C.14a** shall be included in the definition of Matched Employee Contributions.  
**ii.**  No - Catch-up Contributions specified in **C.14a** shall be excluded from the definition of Matched Employee Contributions.  
**NOTE:** May not be "No" if **C.1i** is not selected (the Plan is a safe harbor plan).
- 15b.** If **C.14c** is "Yes" (special Code section 403(b) catch-up contributions allowed), include a Participant's special Code section 403(b) catch-up contributions in the definition of Matched Employee Contributions:  
**i.**  Yes - Catch-up Contributions specified in **C.14c** shall be included in the definition of Matched Employee Contributions.  
**ii.**  No - Catch-up Contributions specified in **C.14c** shall be excluded from the definition of Matched Employee Contributions.  
**NOTE:** May not be "No" if **C.1i** is not selected (the Plan is a safe harbor plan).

### Testing Elections

- 16a.** Actual Contribution Percentages of Nonhighly Compensated Employees are determined using:  
**i.**  Current year - no exceptions  
**ii.**  Current year - with exceptions for certain years (See **C.16b**)  
**iii.**  Prior year - no exceptions  
**iv.**  Prior year - with exceptions for certain years (See **C.16b**)  
**NOTE:** If **C.1i** is not selected (the Plan is a 401(m) safe harbor plan), then the current year must be used for those Plan Years during which the Plan is subject to the 401(m) safe harbor requirements.
- 16b.** If **C.16a.ii** or **C.16a.iv** (with exceptions) is selected, enter years for which exceptions apply: \_\_\_\_\_.
- 16c.** If prior year testing is selected, designate Nonhighly Compensated Employee percentage for first Plan Year:  
**i.**  3%  
**ii.**  Current year percentages

### Matching - Service

**NOTE:** If **A.12** is "Yes" (Matching Contributions are permitted), an Eligible Employee who has met the requirements of **B.10** through **B.13** 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 satisfy the ACP safe harbor of Code section 401(m)(11) or 401(m)(12), no requirements may be specified in **C.20 - C.23** to receive an allocation of Matching Contributions.

- 20a.** A Participant will be eligible to receive an allocation of Matching Contributions if he or she is employed by the Company on the last day of Plan Year or completes more than the Hours of Service provided in **C.20b** in the applicable Plan Year:  
 Yes  No  
 If "Yes" is selected, **C.21** shall not apply. If "No" is selected, service and last day requirements shall be determined pursuant to **C.21**.
- 20b.** If **C.20a** is "Yes", enter the Hours of Service required: \_\_\_\_\_.  
 (Not more than 500. If left blank, the Plan will use 500)
- 21a.** If **C.20** is "No", require service for a Participant to receive an allocation of Matching Contributions:  
 Yes  No
- 21b.** If **C.20** is "No" and **C.21a** is "Yes", Hours of Service required in the applicable Plan Year for a Participant to receive an allocation of Matching Contributions: \_\_\_\_\_ (Not more than 1,000 if the Adoption Agreement provides that the Plan is subject to ERISA. If left blank, the Plan will use 1,000 Hours of Service.)
- 21c.** If **C.20** is "No", require employment by the Company on the last day of Plan Year for a Participant to receive an allocation of Matching Contributions:  
 Yes  No
- 22a.** If **C.20** is "Yes" or **C.21a** is "Yes", select equivalency for purposes of **C.20/C.21b**:  
**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
- 22b. If C.20 is "Yes" or C.21a is "Yes", and if C.22a.i is not selected, the hours equivalency selected in C.22a shall apply to:
- i.  All Employees
- ii.  Only Employees not paid on a per-hour basis.
- 23a. Modify Hour of Service requirement or last day requirement in accordance with C.23b for a Participant who Terminates employment with the Employer during the Plan Year due to:
- i.  death.
- ii.  Disability.
- iii.  attainment of Normal Retirement Age.
- 23b. Any Hour of Service requirement and last day requirement shall be modified upon the occurrence of the events described in C.23a as follows:
- i.  Waive both the Hour of Service requirement and last day requirement in C.20/C.21.
- ii.  Waive the Hour of Service requirement in C.20/C.21 only.
- iii.  Waive last day requirement in C.20/C.21 only.
- 23c. Indicate whether any modifications shall be made to the requirements specified in C.20 - C.23b:  
 Yes  No
- 23d. If C.23c is "Yes", indicate the modifications to be made to the requirements specified in C.20 - C.23b: \_\_\_\_\_.
24. Method to fix Matching Contribution Code section 410(b) ratio percentage coverage failures (Section 4.02(d)):
- i.  Do not automatically fix
- ii.  Add just enough Participants to meet the coverage requirements
- iii.  Add all non-excludable Participants
- NOTE:** If A.7 is "Yes" (the Plan is a FICA Church Plan) or the Plan is a Governmental Plan, the Plan is not subject to the coverage requirements of Code section 410(b).

#### Matching - Formula

25. Matching Contribution formula. The Company's Matching Contribution shall be allocated to eligible Participants who have met the requirements of B.20 through B.23 and C.20 through C.24 as follows (Section 4.02):
- i.  An amount and allocation formula as determined by the Board
- ii.  Single rate
- iii.  Two rates
- iv.  Years of service
- v.  Special schedule
- NOTE:** If C.1.ii or C.1.iv (safe harbor match) is selected, C.25.ii, C.25.iii or C.25.v must be selected.
- NOTE:** The discretionary formula in C.25.i and the special schedule C.25.v must meet the non-discrimination requirements regarding benefits, right or features described in Treas. Reg. 1.401(a)(4)-4 unless the Plan is a FICA Church or a Governmental Plan.
- NOTE:** Effective as of the effective date of the Final 401(k) Regulations, 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).
26. If C.25 is "Single rate" or "Two rates", the Company will contribute as a Matching Contribution an amount equal to a. \_\_\_\_\_% of the Participant's Matched Employee Contributions that are not in excess of b. \_\_\_\_\_% of the Participant's Compensation;
- PLUS** (Only if C.25 is "Two rates")
- c. \_\_\_\_\_% of the amount of the Participant's Matched Employee Contributions that exceed the amount described in C.26b of the Participant's Compensation but that do not exceed d. \_\_\_\_\_% of the Participant's Compensation.
- NOTE:** If C.1.ii (traditional safe harbor match) is selected then C.25 and C.26 must be completed so that C.26a is 100%, C.26b is 3%, C.26c is 50% and C.26d is 5% (or, if C.25.v is selected, the special schedule must contain the same minimum formula). In addition, the Plan Sponsor 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 preceding sentence, and (ii) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.
- NOTE:** If C.1.iv (QACA safe harbor match) is selected then C.25 and C.26 must be completed so that C.26a is 100%, C.26b is 1%, C.26c is 50% and C.26d is 6% In addition, the Plan Sponsor 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 preceding sentence, and (ii) the rate of Matching Contributions cannot increase as a Participant's Matched Employee Contributions increase.
- NOTE:** If C.1.ii or C.1.iv (safe harbor match) is selected or if the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or (12), 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:** If the Plan is intended to satisfy the ACP safe harbor of Code section 401(m)(11) or (12) (C.1.ii or C.1.iv 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.

- 26e.** If **C.25** is "Single rate" or "Two rates", in addition to the Matching Contributions specified in **C.26a-d**, the Plan shall make additional Matching Contributions:
- i.**  Yes. In accordance with the following formula: \_\_\_\_\_.
  - ii.**  No.
- 26f.** If **C.25** is "Single rate" or "Two rates", permit the Board to provide for discretionary Matching Contributions to be made in addition to the foregoing:  
 Yes  No
- 26g.** If **C.25** is "Years of service", each Participant shall receive an allocation of Matching Contributions based upon the number of Years of service as specified below:
- 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
- NOTE:** Additional levels of Matching Contributions may be added in an Addendum to the Adoption Agreement.
- 26h.** If **C.25** is "Years of service", indicate whether the formula in **C.26g** applies to all Matched Employee Contributions:
- i.**  Yes
  - ii.**  No - Only Matched Employee Contributions that are not in excess of \_\_\_\_\_% of the Participant's Compensation shall be matched.
- 26i.** If **C.25** is "Years of service", in determining years of service in **C.26g**, the following service shall be used:
- i.**  Years of Eligibility Service
  - ii.**  Years of Vesting Service
- 26j.** If **C.25** is "Years of service", please enter the number of Hours of Service necessary to earn a year of service described in **C.26i**: \_\_\_\_\_.
- 26k.** If **C.25** is "Special schedule", Matching Contributions shall be made according to the schedule attached as an Addendum to the Adoption Agreement.

#### Matching - Maximum Allocation

- 27a.** Plan limits Matching Contributions to a maximum amount/percentage in each Plan Year:
- i.**  Yes - maximum percentage of Compensation that applies to all Participants
  - ii.**  Yes - maximum percentage of Compensation that applies to Highly Compensated Employees only
  - iii.**  Yes - maximum dollar amount that applies to all Participants
  - iv.**  Yes - maximum dollar amount that applies to Highly Compensated Employees only
  - v.**  No
- NOTE:** If **C.1.ii** or **C.1.iv** (safe harbor match) is selected, then **C.27a** will be deemed to be "No".
- 27b.** If **C.27a.v** (No) is not selected, enter the maximum percentage or dollar amount \_\_\_\_\_.

#### Matching - Allocations

- 28a.** 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
- NOTE:** Any service requirements specified in **C.20** through **C.23** shall be applied pro rata to the period selected in this **C.28**. Any last day rule specified in **C.20** through **C.23** shall be applied as of the end of each period selected in this **C.28**.
- 28b.** If **C.27a.iii** or **C.27a.iv** (Yes - maximum dollar amount) is selected and **C.28a.i** (End of Plan Year) is not selected, apply the dollar limit in **C.27b**:
- i.**  On a Plan Year basis only
  - ii.**  Pro rata as of each period specified in **C.28a**.

#### Non-Elective - Service

**NOTE:** If **A.13** is "Yes" (Non-Elective Contributions are permitted), an Eligible Employee who has met the requirements of **B.10** through **B.13** and who has satisfied the following requirements shall be eligible to receive an allocation of Non-Elective Contributions during the applicable Plan Year.

- 30.** A Participant will be eligible to receive an allocation of Non-Elective Contributions if he or she is employed by the Company on the last day of Plan Year or completes more than \_\_\_\_\_ (Not more than 500. If left blank, the Plan will use 500) Hours of Service in the applicable Plan Year:
- i.**  Yes - **C.31** shall not apply
  - ii.**  No - Service and last day requirements shall be determined pursuant to **C.31**

- 31a.** If **C.30** is "No", require service for a Participant to receive an allocation of Non-Elective Contributions:  
 Yes  No
- 31b.** If **C.30** is "No" and **C.31a** is "Yes", Hours of Service required in the applicable Plan Year for a Participant to receive an allocation of Non-Elective Contributions: \_\_\_\_\_ (If the Adoption Agreement provides that the Plan is subject to ERISA, not more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.)
- 31c.** If **C.30** is "No", require employment by the Company on the last day of Plan Year for a Participant to receive an allocation of Non-Elective Contributions:  
 Yes  No
- 32a.** If **C.30** is "Yes" or **C.31a** is "Yes", select equivalency for purposes of **C.30/C.31b**:  
**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
- 32b.** If **C.30** is "Yes" or **C.31a** is "Yes", and if **C.32a.i** is not selected, the hours equivalency selected in **C.32a** shall apply to:  
**i.**  All Employees  
**ii.**  Only Employees not paid on a per-hour basis.
- 33a.** Modify Hour of Service requirement or last day requirement in accordance with **C.33b** for a Participant who terminates employment with the Employer during the Plan Year due to:  
**i.**  death.  
**ii.**  Disability.  
**iii.**  attainment of Normal Retirement Age.
- 33b.** Any Hour of Service requirement and last day requirement shall be modified upon the occurrence of the events described in **C.33a** as follows:  
**i.**  Waive both the Hour of Service requirement and last day requirement in **C.30/C.31**.  
**ii.**  Waive the Hour of Service requirement in **C.30/C.31** only.  
**iii.**  Waive last day requirement in **C.30/C.31** only.
- 33c.** Indicate whether any modifications shall be made to the requirements specified in **C.30 - C.33b**:  
 Yes  No
- 33d.** If **C.33c** is "Yes", indicate the modifications to be made to the requirements specified in **C.30 - C.33b**: \_\_\_\_\_.
- 34.** Method to fix Non-Elective Contribution Code section 410(b) ratio percentage coverage failures (Section 4.03(d)):  
**i.**  Do not automatically fix  
**ii.**  Add just enough Participants to meet the coverage requirements  
**iii.**  Add all non-excludable Participants  
**NOTE:** If **A.7** is "Yes" (the Plan is a FICA Church Plan) or the Plan is a Governmental Plan, the Plan is not subject to the coverage requirements of Code section 410(b).

#### Non-Elective - Formula

- 35a.** Non-Elective allocation formula. The Company's Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of **B.10** through **B.13** and **C.30** through **C.34** as follows (Section 4.03):  
**i.**  **Pro rata.** In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.  
**ii.**  **Integrated.** Non-Elective Contributions shall be allocated as follows:  
 (A) Non-Elective Contributions first be allocated to each Participant's Non-Elective 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 percentage amount described in **C.36c** of such sum; and  
 (B) The balance, if any, remaining after the allocation in subparagraph (A) shall then be allocated to each Participant's Non-Elective Account in the ratio that such Participant's total Compensation bears to all eligible Participants' total Compensation.  
**iii.**  **Points.** 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 **C.38a**: (a) the points described in **C.38d** for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in **C.38c** 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 Non-Elective Contributions, and (c) the points described in **C.38b** for each \$100 of Compensation he has earned for such Plan Year. If after application of the foregoing and if **A.7** is "No" (the Plan is not a FICA Church Plan) and the Plan is not a Governmental Plan, 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.  
**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 that the Adoption Agreement provides that the Plan is not a FICA Church Plan and that the Plan is not a Governmental Plan 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.

- iv.  **Fixed Amount.** In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
  - v.  **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.
  - vi.  **New Comparability - Defined Groups.** In an amount designated by the Company to be allocated to each group described in C.37. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in C.37 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 Plan Administrator in writing of the amount of contributions allocated to each group.
  - vii.  **New Comparability - One Group per Participant.** In an amount designated by the Company to be allocated to each group. For purposes of this C.35a.vii, there shall be one group created for each Participant eligible to receive allocations of Non-Elective 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.
- NOTE:** Inappropriate use of this option in certain circumstances may result in the recharacterization of Non-Elective Contributions as Elective Deferrals.
- NOTE:** If C.35a.vi or C.35a.vii is selected, see Section 4.03(b) for 'failsafe' rules regarding the gateway test if the Plan is subject to the non-discrimination rules (the Plan is not a FICA Church and not a Governmental Plan).

viii.  **Other.** As follows: \_\_\_\_\_.

**NOTE:** Options C.35a.v-viii are not safe harbor formulas within the meaning of Treas. Reg. 1.401(a)(4)-2(b)(2) if the Plan is subject to the non-discrimination rules (the Plan is not a FICA Church and not a Governmental Plan).

35b. Non-Elective Contributions are allocated to Participant Accounts at the following time(s):

- i.  End of Plan Year
- ii.  Semi-annually
- iii.  Quarterly
- iv.  Each calendar month
- v.  Each pay period

**NOTE:** Any service requirements specified in C.30 through C.33 shall be applied pro rata to the period selected in this C.35b. Any last day rule specified in C.30 through C.33 shall be applied as of the end of each period selected in this C.35b.

**NOTE:** Selection of C.35b.ii through C.35b.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).

35c. Non-Elective Contributions shall be subject to a minimum amount:

- i.  Yes, as follows: \_\_\_\_\_.
- ii.  No

35d. Non-Elective Contributions shall be subject to a maximum amount:

- i.  Yes, as follows: \_\_\_\_\_.
- ii.  No

#### Non-Elective - Integration

36a. If C.35a.ii is selected (integrated contribution formula), integration level for determining Excess Compensation:

- i.  Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year.
- ii.  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
- iii.  Fixed percentage of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- iv.  Fixed dollar amount

36b. If C.35a.ii (integrated contribution formula) is selected, and C.36a.iii (fixed percentage) or C.36a.iv (fixed dollar amount) is selected, enter amount (Not to exceed 100% or the amount of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of the Plan Year): \_\_\_\_\_% of taxable wage base, or \$\_\_\_\_\_.

36c. If C.35a.ii (integrated contribution formula) is selected, enter amount of permitted disparity:

- i.  5.7%
- ii.  5.4%
- iii.  4.3%

**NOTE:** If C.36a.i (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)

**NOTE:** The conditions and limitations described in **C.36b** and **C.36c** shall not apply if **A.7** is "Yes" (the Plan is a FICA Church Plan) or the Plan is a Governmental Plan.

#### Non-Elective - New Comparability

**37.** If **C.35a.vi** is selected (New Comparability - Defined Groups), the groups and allocations shall be determined as follows:

For each group selected there shall be language added to the document in the format described below with the group number substituted for the term "One":

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

#### Non-Elective - Points

**38a.** If **C.35a.iii** is selected (points), 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

**38b.** If **C.35a.iii** is selected and **C.38a** provides points for Compensation, points awarded for \$100 of Compensation: \_\_\_\_\_

**38c.** If **C.35a.iii** is selected and **C.38a** provides points for Years of Service, points awarded for each year of participation: \_\_\_\_\_

**38d.** If **C.35a.iii** is selected and **C.38a** provides points for age, points awarded for each year of age: \_\_\_\_\_

#### Non-Elective - Former Participants

**40a.** Allocate Non-Elective Contributions to former Participants (Section 4.03(e)):

Yes  No

**40b.** If **C.40a** is "Yes", select the date allocations end as the last day of the tax year following the tax year in which in date of Termination occurs:

- i.**  first tax year  
**ii.**  second tax year  
**iii.**  third tax year  
**iv.**  fourth tax year  
**v.**  fifth tax year

**40c.** If **C.40a** is "Yes", the election shall apply with respect to terminations on or after \_\_\_\_\_.

**41a.** Eligibility requirements for a former Participant to receive an allocation of Non-Elective Contributions:

- i.**  Age  
**ii.**  Service  
**iii.**  Age and Service  
**iv.**  Other

**41b.** If **C.41a.i** or **C.41a.iii** is selected enter the age component required: \_\_\_\_\_.

**41c.** If **C.41a.ii** or **C.41a.iii** is selected enter the service required: \_\_\_\_\_.

**41d.** If **C.41a.iv** is selected ("Other"), describe the eligibility requirements for a former Participant to receive an allocation of Non-Elective Contributions: \_\_\_\_\_.

**42a.** Indicate whether any modifications shall be made to the requirements specified in **C.41**:

Yes  No

**42b.** If **C.42a** is "Yes", indicate the modifications to be made to the requirements specified in **C.41**: \_\_\_\_\_.

#### Qualified Nonelective Contributions

**45.** Qualified Nonelective Contributions will be made on behalf of such Participants determined at the discretion of the Company and using any of the allocation methods permitted by law.

#### Rollovers

**50.** Rollover Contributions are permitted (Section 4.05):

Yes  No

**51a.** If **C.50** is "Yes", Rollover Contributions are permitted from:

- i.**  All qualified plans and tax favored vehicles listed in Section 4.05(b)  
**ii.**  Only plans qualified under Code section 403(b) and conduit IRAs

**51b.** If **C.50** is "Yes" and **C.51a.i** is selected, enter the effective date: \_\_\_\_\_ (must be after December 31,

2001)

**D. VESTING**

**Vesting Service Computation Rules:**

1. Vesting service computation method (Unless **D.1.ii** (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If **D.1.ii** (Elapsed Time) is selected, questions **D.2** through **D.4** are disregarded):
  - i.  Hours of Service
  - ii.  Elapsed Time
2. Number of Hours of Service necessary for a Year of Vesting Service: \_\_\_\_\_ (Not more than 1,000 if the Adoption Agreement provides that the Plan is subject to ERISA. If left blank, the Plan will use 1,000 Hours of Service.)
3. Select equivalency for vesting purposes:
  - 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
4. Vesting Computation Period:
  - i.  Calendar year
  - ii.  Plan Year
  - iii.  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.

**Vesting Exceptions/Exclusions**

5. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02):  
 Yes  No
6. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02):  
 Yes  No
7. Exclude Years of Vesting Service earned before age 18:  
 Yes  No
8. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan:  
 Yes  No
- 9a. Are there other Vesting Exceptions/Exclusions:  
 Yes  No
- 9b. If **D.9a** is "Yes" describe the other vesting exceptions/exclusions: \_\_\_\_\_.

**Matching**

10. Matching Contribution Account Vesting Schedule:  
 100%  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  3 Year Cliff  2 Year Cliff  Other  
**NOTE:** If **C.1.iv** (QACA safe harbor match) is selected, use the vesting schedule in **D.25-26** to specify the QACA Matching Contribution Account Vesting Schedule and use **D.10-11** to specify the Matching Contribution Account Vesting Schedule for the additional and discretionary Matching contributions, if applicable. **D.10-11** will only apply if **C.26e** or **C.26f** is selected (the Plan shall make additional Matching Contributions or the Board is permitted to provide for discretionary Matching contributions to be made).  
**NOTE:** If the Plan provides for traditional safe harbor Matching Contributions (**C.1.ii** "Yes - safe harbor match" is selected), and **C.26e** or **C.26f** is selected (the Plan shall make additional Matching Contributions or the Board is permitted to provide for discretionary Matching contributions to be made), see **D.12**.  
**NOTE:** If the Adoption Agreement provides that the Plan is subject to ERISA, then any vesting schedule described in **D.11** must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule.
- 11a. Other Match Schedule - less than 1 year:
- 11b. Other Match Schedule - 1 year but less than 2 years:
- 11c. Other Match Schedule - 2 years but less than 3 years:
- 11d. Other Match Schedule - 3 years but less than 4 years:
- 11e. Other Match Schedule - 4 years but less than 5 years:
- 11f. Other Match Schedule - 5 years but less than 6 years:
- 11g. Other Match Schedule - 6 or more years: 100%
12. **Traditional Safe Harbor Matching Contributions.** If **D.10** is not 100%, the following Matching Contributions are 100% vested if the Plan provides for traditional safe harbor Matching Contributions (**C.1.ii** "Yes - safe harbor match" is selected):

- i.  All fixed Matching Contributions described in **C.26a-e**. Any discretionary Matching Contributions shall be subject to the schedule described in **D.10** and **D.11**.
- ii.  Only Safe Harbor Matching Contributions described in **C.26a-d**. Any fixed Matching Contributions described in **C.26e** and discretionary Matching Contributions shall be subject to the schedule described in **D.10** and **D.11**.

**Non-Elective**

- 20. Non-Elective Contribution Account Vesting Schedule:  
 100%  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  3 Year Cliff  2 Year Cliff  Other
  - 21a. Other Non-Elective Schedule - less than 1 year:
  - 21b. Other Non-Elective Schedule - 1 year but less than 2 years:
  - 21c. Other Non-Elective Schedule - 2 years but less than 3 years:
  - 21d. Other Non-Elective Schedule - 3 years but less than 4 years:
  - 21e. Other Non-Elective Schedule - 4 years but less than 5 years:
  - 21f. Other Non-Elective Schedule - 5 years but less than 6 years:
  - 21g. Other Non-Elective Schedule - 6 or more years: 100%
- NOTE:** If the Adoption Agreement provides that the Plan is subject to ERISA, then any vesting schedule described in **D.21** must provide vesting at least as rapidly as the "3 Year Cliff" vesting schedule or the "2-6 Year Graded" vesting schedule.

**QACA**

- 25. QACA (Non Elective and Match) Vesting Schedule. Specify the vesting schedule for contributions made pursuant to **C.1.iv** and **C.1.v**:  
 100%  2 Year Cliff  Other
- 26a. Other QACA Schedule - less than 1 year:
- 26b. Other QACA Schedule - 1 year but less than 2 years:
- 26c. Other QACA Schedule - 2 or more years: 100%

**E. DISTRIBUTIONS**

**Normal Retirement**

- 1a. Normal Retirement Age means:
  - i.  Attainment of the age specified in **E.1b**.
  - ii.  Later of attainment of the age specified in **E.1b** and the anniversary of Plan participation specified in **E.1c**.
  - iii.  Other (as specified in **E.1d**)

**NOTE:** If the Adoption Agreement provides that the Plan is subject to ERISA **E.1a** may not be "Other".
- 1b. Age component of Normal Retirement Age (not to exceed 65 if the Adoption Agreement provides that the Plan is subject to ERISA): \_\_\_\_\_  

**NOTE:** If **E.1b** is less than age 59-1/2, Elective Deferrals, Qualified Nonelective Contributions, Custodial Accounts (to the extent not attributable to Rollover Contributions) and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(m)(11) and (12) shall not be eligible for withdrawal until the Participant attains age 59-1/2.
- 1c. If **E.1a.ii** is selected, anniversary of participation for Normal Retirement Age: \_\_\_\_\_. (Not more than five if the Adoption Agreement provides that the Plan is subject to ERISA.)
- 1d. If **E.1a** is "Other", Normal Retirement Age means: \_\_\_\_\_.
- 2. If the Adoption Agreement provides that the Plan is not subject to ERISA, will a Participant become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee? (Section 6.02)  
 Yes  No  

**NOTE:** the Adoption Agreement provides that the Plan is subject to ERISA a Participant shall become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee.
- 3. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)):  
 Yes  No

**Time and Form of Payment after Termination for Reasons other than Death**

- 3a. Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):
  - i.  **Immediate.** As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
  - ii.  **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.
  - iii.  **Normal Retirement Age.** When the Participant attains Normal Retirement Age.
  - iv.  **Other.**
- 3b. If **E.3a.iv** (Other) is selected, enter time when distributions after Termination of Employment commence: \_\_\_\_\_
- 5. Distributions from the Plan after Termination for reasons other than death may be made in the following forms:
  - 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.
6. Permit distributions in the form of an annuity:  
 Yes  No  
**NOTE:** If **E.6** is "Yes", a Participant may elect to have the Plan Administrator apply his entire Account 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.

**Payment on Participant Death**

7. Distributions on account of the death of the Participant shall be made in accordance with one of the following:
- i.  Pay entire Account balance by end of fifth year for all Beneficiaries.
  - ii.  Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies.
  - iii.  Allow all payments as permitted by Treas. Reg. section 1.403(b)-6.

**Cash Out**

8. Involuntary cash-out amount for purposes of Sections 7.03 and 7.09: \$\_\_\_\_\_ (\$5,000 maximum)(\$5,000 unless otherwise specified. If zero, the Plan will not automatically cash out participants).
9. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in **E.8** is deferred under Section 7.03(b) until:
- i.  Later of age 62 or Normal Retirement Age - payment made in a lump sum only.
  - ii.  Required Beginning Date - Participant may elect payment in a lump sum or installments.
  - iii.  Required Beginning Date - payment made in a lump sum only.
- 10a. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Sections 7.03(e) and 7.09(a)):  
 Yes  No
- 10b. If **E.10a** is "Yes", the election shall apply with respect to distributions made on or after \_\_\_\_\_ (Enter a date no earlier than January 1, 2002.).
- 11a. It is necessary to provide an effective date for the cash out amount specified in **E.8**:  
 Yes  No
- 11b. If **E.11a** is "Yes", enter the effective date of the change in the cash-out amount: \_\_\_\_\_  
**NOTE:** May not be earlier than the Effective Date.

**Spousal Death Benefits**

20. If **A.5** is "Yes" (Plan is subject to ERISA), has the Plan received a transfer of assets from a plan subject to the survivor annuity rules of ERISA section 205:  
 Yes  No

**Required Beginning Date**

30. Required Beginning Date:
- i.  **Retirement.** April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
  - ii.  **Age 70-1/2.** April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
  - iii.  **Election.** Participant may elect to commence distributions pursuant to either **E.30.i** or **E.30.ii**.
- NOTE:** If the Plan is not a Governmental Plan and not a Church Plan, the required beginning date for a more than 5-percent owner is April 1 of the calendar year in which the employee attains 70-1/2.

**F. IN SERVICE WITHDRAWALS & LOANS**

**General**

1. In-service withdrawals under **F** are allowed from Accounts that are only partially vested:
- i.  No - an Account must be fully vested for a Participant to receive an in-service withdrawal
  - ii.  Yes

**Hardship**

10. Hardship withdrawals are allowed from the portion of a Participant's Accounts described in **F.1** as follows (Section 8.01) (If "None", questions regarding Hardship withdrawals are disregarded. Skip to **F.20**):
- i.  **All Accounts.** A Participant may receive a distribution on account of hardship, except from: (a) his Qualified

Nonelective Contribution Account, (b) his Matching Contribution Account to the extent such account has been used to satisfy the safe harbor requirements of Code section 401(m)(11) or 401(m)(12), (c) 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, and (d) his Employer contribution accounts to the extent such accounts have been invested in a Custodial Account.

ii.  **Selected Accounts**

iii.  **None**

11. 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)

12. If **F.10.ii** (Selected Accounts) is selected, hardship withdrawals may be made from the following Accounts:

a.  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).

b.  Matching Contribution Account (except that portion that: (i) has been invested in a Custodial Account, or (ii) has been used to satisfy the safe harbor requirements of Code section 401(m)(11) or 401(m)(12)).

c.  Non-Elective Contribution Account (except that portion that has been invested in a Custodial Account).

d.  Voluntary Contribution Account (except that portion that has been invested in a Custodial Account).

e.  Rollover Contribution Account.

f.  Transfer Account (except that portion that has been invested in a Custodial Account).

13. If **A.10b** is "Yes", (Roth Elective Deferrals are permitted) and 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 - But 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

#### Specified Age

20. In-service withdrawals are allowed on attainment of the age specified in **F.21** from the portion of a Participant's Accounts described in **F.1.** (Section 8.02) (If "None", questions regarding specified age withdrawals are disregarded. Skip to **F.25**):

i.  **All Accounts.**

ii.  **Selected Accounts.**

iii.  **None.**

21. In-service withdrawal permitted after age \_\_\_\_\_.

22. If **F.20.ii** (Selected Accounts) is selected, specified age withdrawals may be made from the following Accounts:

a.  Elective Deferral Account.

b.  Matching Account.

c.  Non-Elective Contribution Account.

d.  Qualified Nonelective Contribution Account.

e.  Voluntary Contribution Account.

f.  Rollover Contribution Account.

g.  Transfer Account.

**NOTE:** If **F.21** is less than age 59-1/2, Elective Deferrals, Qualified Nonelective Contributions, Custodial Accounts (to the extent not attributable to Rollover Contributions) and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(m)(11) or (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 **F.20 - F.22**.

23. If **A.10b** is "Yes", (Roth Elective Deferrals are permitted) and 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 - But 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

#### Other Withdrawals

25a. **Participation - Annuity Contract Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account to the extent that such Account has been invested in Annuity Contracts (Annuity Contract Matching Contribution Account) after the number of years of Participation specified in **F.25c** from the portion of a Participant's Account described in **F.1.** (Withdrawals are only permitted from the Annuity Contract Matching Contribution Account to the extent such Account has not been used to satisfy the requirements of Code section 401(m)(11) or 401(m)(12) or to the extent such contributions have been treated as qualified matching contributions):  
 Yes  No

25b. **Participation - Annuity Contract Non-Elective Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account to the extent that such Account has been invested in Annuity Contracts

(Annuity Contract Non-Elective Contribution Account) after the number of years of Participation specified in **F.25c** from the portion of a Participant's Account described in **F.1**:

Yes  No

**25c.** If **F.25a** or **F.25b** is "Yes", specify the number of years Participation: \_\_\_\_\_ (No less than five)

**26a.** **Accumulation - Annuity Contract Matching Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Annuity Contract Matching Contribution Account on funds held for the number of years specified in **F.26c** from the portion of a Participant's Accounts described in **F.1**. (Withdrawals are only permitted from the Annuity Contract Matching Contribution Account to the extent such Account has not been used to satisfy the requirements of Code section 401(m)(11) or 401(m)(12) or to the extent such contributions have been treated as qualified matching contributions):

Yes  No

**26b.** **Accumulation - Annuity Contract Non-Elective Contributions** (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Annuity Contract Non-Elective Contribution Account on funds held for the number of years specified in **F.26c** from the portion of a Participant's Account described in **F.1**:

Yes  No

**26c.** If **F.26a** or **F.26b** is "Yes", specify the number of years the funds must have been held in the applicable Account: \_\_\_\_\_ (No less than two)

**27.** **At Any Time** (Section 8.03(b)). In-service withdrawals are allowed from the following Accounts at any time:

i.  Voluntary Contribution Account to the extent that such Account is not invested in Custodial Accounts

ii.  Rollover Contribution Account

**28a.** **Qualified Reservist** (Section 8.03(c)). Permit Qualified Reservist Distributions:

Yes  No

**28b.** If **F.28a** is "Yes", enter the effective date: \_\_\_\_\_.

## Loans

**30.** Loans are permitted (Section 8.06) (If "No", questions regarding loans are disregarded. Skip to **G**):

Yes  No

**31.** Require showing of financial hardship or unusual or special situation to receive loan:

Yes  No

**32.** Permit loans in excess of 1/2 of account balance up to \$10,000 with adequate security:

Yes  No

**33.** Allow extended loan amortization for purchase of principal residence:

Yes  No

**34.** Minimum loan amount: \$\_\_\_\_\_. (Not greater than \$1,000 if the Plan is subject to ERISA or if the Plan is not a FICA Church Plan and not a Governmental Plan. Leave blank or enter "0" if none.)

**35.** Maximum number of loans outstanding: \_\_\_\_\_. (If blank, the maximum number of loans is one.)

**36.** If **G.2.iv** is selected (Plan does not permit participant self-direction), are loans treated as a segregated investment:

Yes  No

**37.** A Participant must obtain the consent of his or her spouse, if any, to use the Account balance as security for a loan:

Yes  No

**NOTE:** "Yes" is automatically selected if the Adoption Agreement provides that the Plan is subject to ERISA and **E.20** is "Yes" (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of ERISA section 205 or **E.6** (distributions allowed in the form of an annuity) is "Yes").

## G. PLAN OPERATIONS

### Participant Self Direction

**2.** 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) (If "None", questions regarding Participant self direction are disregarded. Skip to **G.4a**):

i.  All Accounts with 404(c)

ii.  All Accounts w/o 404(c)

iii.  Some Accounts

iv.  None

**NOTE:** If the Adoption Agreement provides that the Plan is subject to ERISA, ERISA section 404(c) does not apply unless selected in **G.2**.

**3.** If **G.2.iii** (Some Accounts) is selected, a Participant may self direct the following accounts:

a.  Elective Deferral Account.

b.  Matching Contribution Account.

c.  Voluntary Contribution Account.

d.  Non-Elective Contribution Account.

e.  Qualified Nonelective Contribution Account.

f.  Rollover Contribution Account.

g.  Transfer Account.

## Valuation Date

- 4a.** Enter Valuation Date (if **G.2.i** (All Accounts with 404(c)) is selected, then Valuation Date must be at least quarterly)
- i.**  Last day of Plan Year
  - ii.**  Last day of each Plan quarter
  - iii.**  Last day of each month
  - iv.**  Each business day
  - v.**  Other
- 4b.** If **G.4a.v** is selected, enter Valuation Date: \_\_\_\_\_ (Must be at least annually).

## Plan Administration

- 5a.** Designation of Plan Administrator (Section 11.01):
- i.**  Plan Sponsor
  - ii.**  Committee appointed by Plan Sponsor
  - iii.**  Other
- 5b.** If **G.5a.iii** is selected, Name of Plan Administrator: \_\_\_\_\_  
**NOTE: G.5b** may be used to designate more than one person as the Plan Administrator. According to IRS regulations, these duties cannot be delegated to Participants.
- 6.** Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 11.01(c) and 11.02(c)):
- i.**  Plan Administrator and Investment Fiduciary adopt own procedures.
  - ii.**  Board sets procedures for Plan Administrator and Investment Fiduciary.
- 7a.** 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 11.06.
  - iii.**  Custom.
- 7b.** If **G.7a.iii** (Custom) is selected, indemnification for the Plan Administrator and Investment Fiduciary is provided pursuant to an Addendum to the Adoption Agreement.

**NOTE:** The Plan Sponsor should add an Addendum to the Adoption Agreement to add any language that is necessary to satisfy Code section 415.

## H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the Plan not meeting the requirements of the Code and, if applicable, ERISA.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document E04-403B and any related Appendix and Addendum to the Adoption Agreement.

**I. EXECUTION PAGE**

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

PLAN SPONSOR (COMPANY):

\_\_\_\_\_

## **EFFECTIVE DATE ADDENDUM**

**Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not be before the Effective Date.**

**OTHER LAW ADDENDUM**

**Use this Addendum to add language that may be required if the Plan is subject to state or other applicable law.**