

**ADOPTION AGREEMENT  
CAFETERIA PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document 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: \_\_\_\_\_
- 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 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.
- 4a. **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.
- 4b. The Plan has a short plan year:  
 Yes  No
- 4c. If A.4b is "Yes", the short plan year begins \_\_\_\_\_ and ends on \_\_\_\_\_.
5. Is the Plan Subject to ERISA?  
 Yes  No

## Plan Features

- 10a. Premium Conversion Account.** Contributions to fund a Premium Conversion Account are permitted (Section 4.01) (If "No", questions regarding Premium Conversion Accounts are disregarded.):  
 Yes  No
- 10b.** If **A.10a** is "Yes", select the types of Contracts for which a Participant may seek reimbursement under Section 4.01:  
**i.**  Employer Group Medical  
**ii.**  Employer Dental  
**iii.**  Employer Vision  
**iv.**  Employer Disability  
**v.**  Employer Group Term Life  
**vi.**  Individually - Owned Medical  
**vii.**  Individually - Owned Dental  
**viii.**  Individually - Owned Vision  
**ix.**  Individually - Owned Disability  
**x.**  Other
- 10c.** If **A.10a** is "Yes" and **A.10b.x** (other contracts) is selected, describe other types of Contracts: \_\_\_\_\_.
- 11a. Health Care Reimbursement Account.** Contributions to fund a Health Care Reimbursement Account are permitted (Section 4.02) (If "No", questions regarding Health Care Reimbursement Accounts are disregarded.):  
 Yes  No
- 11b. HSA Account.** Contributions to fund an HSA Account are permitted (Section 4.08):  
 Yes  No
- 12. Dependent Care Assistance Account.** Contributions to fund a Dependent Care Assistance Account are permitted (Section 4.03) (If "No", questions regarding Dependent Care Assistance Accounts are disregarded.):  
 Yes  No  
**NOTE:** The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is the maximum amount permitted by federal tax law (\$5,000 or \$2,500 if the Participant is married and filing a separate federal tax return).
- 13. Adoption Assistance Account.** Contributions to fund an Adoption Assistance Account are permitted. (Section 4.04) (If "No", questions regarding Adoption Assistance Accounts are disregarded.):  
 Yes  No  
**NOTE:** The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account is the maximum amount permitted by federal tax law for the prior year (\$10,960 for Plan Years beginning in 2006). The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

## Simple Cafeteria Plan

- 15.** Is the Plan a simple cafeteria plan as defined in Code section 125(j):  
 Yes  No  
**NOTE:** In order to be a simple cafeteria plan, the Employer must be an eligible employer (as defined in Code section 125(j)(5)) and the Plan must meet certain contribution, eligibility and participation requirements.

## **B. ELIGIBILITY**

### Exclusions/Modifications

The term "Eligible Employee" shall not include (Check items **B.1 - B.5a** as appropriate):

**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.2** may not be selected and **B.4** and **B.5a** may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).

- 1.**  **Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- 2.**  Any **leased employee.**
- 3.**  **Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
- 4.**  **Part-time.** Any Employee who is expected to work less than \_\_\_\_\_ hours per week.
- 5a.**  **Other.** Other Employees described in **B.5b** (any exclusion must satisfy Code section 125(g) and the requirements under Section 5.01).
- 5b.** If **B.5a** is selected, describe other Employees excluded from definition of Eligible Employee: \_\_\_\_\_.
- 6a.** Allow immediate participation for all Eligible Employees employed on the date specified in **B.6b**:  
 Yes  No

- 6b.** If **B.6a** is "Yes", all Eligible Employees employed on \_\_\_\_\_ shall become eligible to participate in the Plan as of such date.
- 7.** If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Employee shall be an Eligible Employee with respect to the Premium Conversion Account if the Employee is eligible to participate in the benefit plans described in **A.10b**:  
 Yes  No
- 8a.** Indicate whether the Plan will make any other revisions to the term "Eligible Employee":  
 Yes  No
- 8b.** If **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee": \_\_\_\_\_.

### Service Requirements

- 10.** Minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan: \_\_\_\_\_  
**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.10** may not exceed 21.
- 11.** Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:  
**i.**  None.  
**ii.**  Completion of \_\_\_\_\_ hours of service.  
**iii.**  Completion of \_\_\_\_\_ days of service.  
**iv.**  Completion of \_\_\_\_\_ months of service.  
**v.**  Completion of \_\_\_\_\_ years of service.  
**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.11** may not exceed 1,000 hours of service or one year of service.
- 12a.** Frequency of entry dates:  
**i.**  An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **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
- 12b.** If **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:  
**i.**  coincident with or next following  
**ii.**  next following  
the date the requirements of **B.10** and **B.11** are met.
- 13.** If **A.10a** is "Yes", (Contributions to fund a Premium Conversion Account are permitted), an Eligible Employee shall become eligible to become a Participant in the Plan with respect to the Premium Conversion Account at the same date as he or she becomes eligible to participate in the Contracts(s) described in **A.10b**:  
 Yes  No
- 14a.** Indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10 - B.13**:  
 Yes  No  
**NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **B.14a** may only be "Yes" if the modifications in **B.14b** do not violate any requirements of Code section 125(j).
- 14b.** If **B.14a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10 - B.13**: \_\_\_\_\_.

### Transfers/Rehires

- 15.** Permit Participants who are no longer Eligible Employees (for reasons other than Termination) to continue to participate in the Plan until the end of the Plan Year (Section 3.02):  
 Yes  No  
**NOTE:** If "No" is selected, a Participant who has a change in job classification or a transfer that results in the Participant no longer qualifying as an Eligible Employee shall cease to be a Participant as of the effective date of such change of job classification or transfer.
- 16.** Automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination (Section 3.03(a)):  
 Yes  No  
**NOTE:** If "No" is selected, a Terminated Participant shall not be able to Participate in the Plan until the later of the first day of the subsequent Plan Year or the first entry date following reemployment.

### C. BENEFITS

#### Premium Conversion

- 1a. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic enrollment for the Premium Conversion Account:  
 Yes  No  
**NOTE:** If **C.1a** is "Yes", a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefit plans described in **A.10b**.
- 1b. If **A.10a** is "Yes" (Contributions to fund a Premium Conversion Account are permitted), provide for automatic adjustment of Participant elections for changes in the cost of Contracts pursuant to the terms of Treas. Reg. 1.125-4:  
 Yes  No

### Health Care Reimbursement

- 2a. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), select the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year:  
i.  The maximum amount permitted under Code section 125(i)  
ii.  Other amount specified in **C.2b**.  
**NOTE:** If **C.2a.i** is selected effective prior to 2013, the maximum amount shall be \$2,500.
- 2b. If **C.2a** is "Other amount specified in **C.2b**", enter the maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year: \_\_\_\_\_.  
**NOTE:** As of January 1, 2013, **C.2** may not exceed the maximum permitted under Code section 125(i) (\$2,500 in 2013).
3. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), specify whether a Participant shall continue making contributions after Termination of employment for the remainder of the Plan Year:  
i.  Yes - Continue contributions on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.  
ii.  No - Contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.  
**NOTE:** Any required COBRA elections described in Section 4.06 shall supersede this **C.3**.
- 4a. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), indicate whether a Participant may revise a Health Care Reimbursement Account election upon a change of status:  
i.  Yes - without limitation  
ii.  Yes - but no decrease to the extent that new annual contribution amount would be less than the amount previously reimbursed at the time of the election change  
iii.  Yes - a Participant may only increase an election upon a change of status  
iv.  Yes - with limitations described in **C.4b**.  
v.  No  
**NOTE:** The rules regarding the revision of Health Care Reimbursement Account elections in this **C.4** are also subject to the conditions and limitations provided in **C.12**.
- 4b. If **A.11** is "Yes" and if **C.4a.iv** is selected (Yes - with limitations described in **C.4b**), describe the limitations:  
\_\_\_\_\_.

### Health Care Reimbursement - Eligible Expenses

- 5a. If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), a Participant may only be reimbursed from his or her Health Care Reimbursement Account for expenses that are incurred by:  
i.  **Participant, spouse and dependents.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.  
ii.  **Persons covered under Company medical plan.** The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in **C.5b**.  
iii.  **Participants Only.** No spousal or dependent coverage.  
iv.  **Other.** The persons described in **C.5c**.  
**NOTE:** The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.
- 5b. If **C.5a** is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan:  
\_\_\_\_\_.  
**NOTE:** If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

- 5c.** If **C.5a** is "Other", indicate who must incur expenses that can be reimbursed from a Participant's Health Care Reimbursement Account: \_\_\_\_\_.  
**NOTE:** The definition in **C.5c** may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.
- 5d.** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), exclude coverage for other expenses described in **C.5e**:  
 Yes  No
- 5e.** If **A.11** is "Yes" and **C.5d** is "Yes", describe other expenses that are not eligible for reimbursement: \_\_\_\_\_.  
**NOTE:** If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care as provided in Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available in the Participant's Health Care Reimbursement Account).  
**NOTE:** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), reimbursements may be made for any expense that qualifies for exclusion from income under Code section 105(b) (other than certain long term care expenses and insurance premiums), except as provided in **C.5a-e**.
- 6a.** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):
- i.**  **None.** Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.
  - ii.**  **Permitted Coverage.** Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services).
  - iii.**  **Post Deductible Coverage.** The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
  - iv.**  **Both Permitted and Post Deductible Coverage.** Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45 (but not through insurance or for long-term care services). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.
- 6b.** If **A.11** is "Yes", **C.6a** is not "None" and **D.3a** is "Yes" (grace period allowed), indicate period when the limitations described in **C.6a** apply:
- i.**  Entire Plan Year.
  - ii.**  Only during the grace period described in **D.3**.
- NOTE:** If no grace period is allowed in **D.3a**, the limitations in **C.6a** shall apply for the entire Plan Year.
- 6c.** If **A.11** is "Yes" and **C.6a** is not "None", the limitations shall apply to:
- i.**  All Participants.
  - ii.**  Only Participants who are also eligible to participate in the high deductible health plan.
  - iii.**  Only Participants who are also enrolled in the high deductible health plan.
- NOTE:** If **C.6a** is "None" or **C.6c** is not "All Participants", eligibility for a Health Savings Account may be limited.
- 7.** If **A.11** is "Yes" (Contributions to fund a Health Care Reimbursement Account are permitted), describe method to coordinate coverage in the Plan with a Company-sponsored health reimbursement arrangement ("HRA") for expenses that are reimbursable under both this Plan and the HRA (Section 6.01(e)):
- i.**  **None.** Plan is not used in conjunction with a Company-sponsored HRA.
  - ii.**  **HRA first.** A Participant shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account until the Participant has received his or her maximum reimbursement under the HRA.
  - iii.**  **Cafeteria plan first.** A Participant shall not be entitled to payment/reimbursement under the HRA until the Participant has received his or her maximum reimbursement under the Health Care Reimbursement Account.

### Company Contributions

- 8a.** Indicate whether the Company may contribute to the Plan (Section 4.09):
- i.**  Yes - in Company's sole discretion.
  - ii.**  Yes - 2% of Compensation.
  - iii.**  Yes - the lesser of 6% of Compensation or 100% of a Participant's salary reduction contribution.
  - iv.**  Yes - pursuant to the method described in **C.8b**.
  - v.**  No.

- NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **C.8a.ii**, **C.8a.iii** or **C.8a.iv** must be selected.
- 8b.** If **C.8a** is "Yes - pursuant to the method described in **C.8b**", describe how the contributions are determined and allocated: \_\_\_\_\_.
- NOTE:** If **A.15** is "Yes" (the Plan is a simple cafeteria plan), **C.8b** must equal or exceed the formulas under options **C.8a.ii** or **C.8a.iii**.
- 9a.** If **C.8a** is not "No", indicate whether the Plan permits Participants to elect cash in lieu of benefits:
- i.**  No.
  - ii.**  Yes - with limitation.
  - iii.**  Yes - without limitation.
- 9b.** If **C.8a** is not "No" and **C.9a** is "Yes - with limitation", describe any limitations: \_\_\_\_\_.

#### Elections

- NOTE:** The Plan Administrator may establish a minimum dollar amount or percentage of Compensation for all elections provided that such minimum is non-discriminatory.
- 10.** When may continuing Participants **make** elections regarding contributions (Section 4.06(b)):
- i.**  The \_\_\_\_\_ day period ending prior to the beginning of the Plan Year
  - ii.**  Pursuant to Plan Administrator procedures.
- NOTE:** If **C.10.i** is selected, the Plan Administrator may require that elections be made no later than a certain number of days prior to the beginning of the Plan Year. See Section 4.06(a) for procedures regarding new Participants.
- 11.** The election for a continuing Participant who fails to make an election within the period described in **C.10** shall be determined in accordance with the following (Section 4.06(c)-(d)):
- i.**  **Election not to participate.** The Participant shall be treated as having elected not to participate in the Plan.
  - ii.**  **Continue same election.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year.
  - iii.**  **Continue same election for the Premium Conversion Account.** Elections for the applicable Plan Year shall be the same as the elections made in the prior Plan Year but only with respect to the Premium Conversion Account. The Participant shall be treated as having elected not to participate in the Plan with respect to any other Accounts.
- 12.** When may Participants **modify** elections regarding contributions (Section 4.07(a)):
- i.**  At any time permitted under Treas. Reg. section 1.125-4.
  - ii.**  Pursuant to Plan Administrator procedures.
- 13a.** A Participant may elect to continue coverage on a pre-tax or after tax basis for non medical benefits when on leave of absence under the FMLA (Section 4.06(f)):
- i.**  Yes - A Participant may continue coverage for all benefits to which he is entitled when on FMLA leave.
  - ii.**  No - A Participant may continue coverage for Premium Conversion Accounts and Health Care Reimbursement Accounts only.
- 13b.** A Participant may elect to continue coverage on a pre-tax or after tax basis pursuant to **C.13a** when on a leave of absence other than a leave of absence under the FMLA:
- i.**  Yes.
  - ii.**  Yes - but subject to the conditions and limitations described in **C.13c**.
  - iii.**  No.
- 13c.** If **C.13b** is "Yes - but subject to conditions and limitations", describe the conditions and/or limitations: \_\_\_\_\_.

#### Dependent Care Spend Down

- 15a.** Indicate whether Employees that cease to Participate in the cafeteria plan may continue to be reimbursed for eligible dependent care expenses through the end of the Plan Year (or grace period if applicable):  
 Yes  No
- 15b.** If **C.15a** is "Yes", enter the effective date: \_\_\_\_\_ (must be on or after August 6, 2007. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).

#### **D. PLAN OPERATIONS**

##### Claims

- 1.** Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):
- i.**  within \_\_\_\_\_ days following the last day of each Plan Year.
  - ii.**  by \_\_\_\_\_.
- 2a.** The Plan provides for an earlier deadline for claims submission for Terminated Participants:  
 Yes  No

- 2b.** If **D.2a** is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):
- i.**  within \_\_\_\_ days following Termination of employment.
  - ii.**  by \_\_\_\_\_.
- 3a.** The Plan provides for a 2-1/2 month grace period described in IRS Notice 2005-42 immediately following the end of each Plan Year (Section 4.05(c)):
- i.**  Yes.
  - ii.**  Yes - but limited to the Accounts described in **D.3c**.
  - iii.**  No.
- NOTE:** Claims for reimbursement must be filed with the Plan Administrator within the number of days specified in **D.1** following the last day the grace period.
- 3b.** If **D.3a** is not "No", enter the first day of the first Plan Year for which the grace period will apply: \_\_\_\_\_.
- 3c.** If **D.3a** is "Yes - but limited to certain Accounts", enter the Accounts that are eligible for the grace period: \_\_\_\_\_.
- 4.** Indicate whether the Company will provide debit, credit, and/or other stored-value cards for Health Care Reimbursement Accounts and/or Dependent Care Assistance Accounts (Section 6.01(i)):
- Yes  No

**Qualified Reservist Distributions (HEART Act)**

- 5a.** Permit Qualified Reservist Distributions:
- Yes  No
- 5b.** If **D.5a** is "Yes", enter the effective date: \_\_\_\_ (must be on or after June 18, 2008. Please note that under the proposed cafeteria plan regulations, amendments must be effective on the later of the adoption date or effective date of the amendment).
- 5c.** If **D.5a** is "Yes", the amount available as a Qualified Reservist Distribution will be:
- i.**  The entire amount elected for the Health Care Reimbursement Account for the Plan Year minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.
  - ii.**  The amount contributed to the Health Care Reimbursement Account as of the date of the Qualified Reservist Distribution request minus Health Care Reimbursement Account reimbursements received as of the date of the Qualified Reservist Distribution request.
  - iii.**  Other amount: \_\_\_\_\_ (not exceeding the entire amount elected for the Health Care Reimbursement Account for the Plan Year minus reimbursements).

**Plan Administrator**

- 6a.** Designation of Plan Administrator (Section 7.01):
- i.**  Plan Sponsor
  - ii.**  Committee appointed by Plan Sponsor
  - iii.**  Other
- 6b.** If **D.6a.iii** is selected, Name of Plan Administrator: \_\_\_\_\_
- 7a.** Type of indemnification for the Plan Administrator (Section 7.02):
- i.**  None - the Company will not indemnify the Plan Administrator.
  - ii.**  Standard as provided in Section 7.02.
  - iii.**  Custom.
- 7b.** If **D.7a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

**State Law Rules**

- 10a.** If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:
- Yes  No
- 10b.** If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes", enter any State law rules that apply to the Plan: \_\_\_\_\_.

**E. EFFECTIVE DATES**

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in **A.3**.

**F. EXECUTION PAGE**

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**ADDENDUM TO THE ADOPTION AGREEMENT**

The following custom language is provided:

V2.03-3.00