

## Early Learning Coalition of Broward County, Inc.

### 501(c)(3) PRE-APPROVED 403(b) PLAN

#### ADOPTION AGREEMENT #08-001

#### [For 501(c)(3) Organizations and Electing Churches]

By executing this Pre-Approved 403(b) Plan Adoption Agreement (the "Adoption Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Pre-Approved 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.** Unless the context clearly requires otherwise, all capitalized terms used in this Adoption Agreement shall have the same meaning as when used in the BPD.

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. In addition, selections under the Deferral column apply to any Safe Harbor Contributions, unless designated otherwise under AA §6C, and also apply to any QNECs and QMACs made under the Plan, unless designated otherwise under AA §6D. The selections under the Match column apply to Matching Contributions under AA §6B. Selections under the ER column apply to Employer Contributions under AA §6 and to Mandatory Contributions under AA §6D.

Generally, this Plan is subject to the requirements under Title I of ERISA. However, if the Plan is funded solely through Salary Reduction Agreements with Employees, the Plan is not subject to the requirements under Title I of ERISA if it satisfies the safe harbor conditions of Department of Labor regulation §2510.3-2(f).

**All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.**

### SECTION 1 EMPLOYER INFORMATION

*The information contained in this Section 1 is required for informational purposes only and may be modified without amending this Adoption Agreement by substituting a new Section 1 with the updated information. Any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.*

#### 1-1 EMPLOYER INFORMATION.

Name: Early Learning Coalition of Broward County, Inc.

Address: 1475 W. Cypress Creek Rd. Suite 301

City, State, Zip Code: Ft. Lauderdale, Florida 33309

Telephone: (954) 377-2188

#### 1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 65-1060848

#### 1-3 TYPE OF EMPLOYER. (Select (a) or (b))

☒ (a) Organization exempt from tax under Code §501(c)(3)

Describe (optional): \_\_\_\_\_

☐ (b) Electing Church (as defined in Section 1.39 of the BPD)

#### 1-4 EMPLOYER'S TAX (ACCOUNTING) YEAR END (optional). The Employer's tax (accounting) year ends June 30

#### 1-5 RELATED EMPLOYERS (optional). Is the Employer part of a group of Related Employers (as defined in Section 1.104 of the BPD)?

☐ Yes

☒ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan. The failure to cover the Employees of a Related Employer may result in a violation of the minimum coverage rules under Code §410(b).

*[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.]*

**SECTION 2**  
**PLAN INFORMATION**

2-1 **PLAN NAME.** Early Learning Coalition of Broward County, Inc. Retirement Plan

Original Effective Date: September 1, 2002

Restatement Effective Date: January 1, 2026

*[Note: The Plan's Original Effective Date may be no earlier than the first day of the Plan Year in which the Plan is initially adopted. The Plan's Restatement Effective Date may be no earlier than the first day of the Plan Year in which the Plan's restatement is adopted. A Participant's Salary Deferral Agreement may not apply to Plan Compensation that became currently available before the date the Employer adopts the salary reduction feature of the Plan.]*

2-2 **PLAN NUMBER.** 002

2-3 **TYPE OF PLAN.**

- ☐ (a) Custodial Account under Code §403(b)(7).  
☐ (b) Annuity Contract under Code §403(b)(1).  
☒ (c) Custodial Account and/or Annuity Contract.  
☐ (d) The Plan is funded solely through Salary Reduction Agreements with Employees and is not subject to the requirements of Title I of ERISA. (See BPD Section 3.03(i).)

*[Note: Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).]*

2-4 **PLAN YEAR.**

- ☒ (a) Calendar year.  
☐ (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
☐ (c) The Plan has a Short Plan Year running from \_\_\_\_\_ to \_\_\_\_\_.

2-5 **FROZEN PLAN.** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- ☐ This Plan is a frozen Plan effective \_\_\_\_\_.

*[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation paid after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]*

2-6 **MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 1.72 of the BPD? (See Section 16.07 of the BPD for special rules applicable to Multiple Employer Plans.)

- ☐ (a) Yes  
☒ (b) No

2-7 **PLAN ADMINISTRATOR.**

- ☒ (a) The Employer identified in AA §1-1.

☐ (b) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

*[Note: This AA §2-7 may be used to designate an individual who is acting as Plan Administrator under ERISA §3(16). To the extent an individual is named under this AA §2-7 and does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. See Section 1.83 of the BPD.]*

2-8 **DEFINITION OF DISABLED.** Unless otherwise provided under the terms of the applicable Investment Arrangement, an individual is considered Disabled under Section 1.33 of the BPD (option (c) below) unless an alternative definition of Disabled is elected below.

- ☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be Disabled under such plan.  
☐ (b) The individual is determined to be Disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

- ☒ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled. [Selection of this subsection (c) requires the Plan to apply the Department of Labor's disability claims procedures as set forth in DOL Regulation §2560.503-1, as effective on April 1, 2018.]

[Note: An Employer may elect any or all of the elections above. If more than one is selected, the hierarchy for determining whether an individual is considered Disabled is in the order listed above, unless described otherwise under separate administrative procedures or as described below.]

- ☐ (d) Alternative definition of Disabled: \_\_\_\_\_

[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. In addition, any alternative definition of Disabled may not discriminate in favor of Highly Compensated Employees. The Employer may describe different definitions of Disabled for different purposes under the Plan.]

[Note: Any dispute relating to the determination of disability must be addressed in the Plan's claims procedures established in accordance with DOL Regulation §2560.503-1, as effective on April 1, 2018.]

### SECTION 3 ELIGIBLE EMPLOYEES

- 3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the BPD, the following Employees are excluded from participation under the Plan with respect to the contribution type(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the BPD for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

| Deferral                            | Match                               | ER                                  |                                                                                                                                                                                                           |
|-------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No exclusions                                                                                                                                                                                         |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Collectively Bargained Employees (as defined in Section 1.25 of the BPD)                                                                                                                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income                                                                                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) Student Employees (as defined in Section 1.119 of the BPD)                                                                                                                                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (e) Employees who normally work less than 20 (not more than 20) hours a week. (See Section 2.02(b)(4) of the BPD, especially for the application of this exclusion to plans covered by Title I of ERISA.) |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (f) Highly Compensated Employees (as defined in Section 1.59 of the BPD)                                                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Employees eligible for a Code §401(k) plan sponsored by the Employer<br>Specify name of 401(k) plan (optional): _____                                                                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Employees eligible for another 403(b) plan sponsored by the Employer that provides for Salary Deferrals<br>Specify name of 403(b) plan (optional): _____                                              |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (i) Seasonal Employees                                                                                                                                                                                    |
| N/A                                 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (j) Temporary Employees                                                                                                                                                                                   |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (k) Interns                                                                                                                                                                                               |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (l) Per diem Employees                                                                                                                                                                                    |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (m) Other:                                                                                                                                                                                                |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (n) Other:                                                                                                                                                                                                |

[Note: Any election to exclude Employees from making Salary Deferrals must satisfy the universal availability requirements under Treas. Reg. §1.403(b)-5(b). A class of Employees excluded under the Plan must be defined in such a way that it precludes Employer discretion and may not provide for an exclusion designed to cover only Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service who may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b). If a Plan is covered by Title I of ERISA, the Plan must satisfy the minimum age and service requirements of ERISA §202(a) and an Employee otherwise excluded under AA §3-1 (including Seasonal Employees and Temporary Employees) must enter the Plan no later than the first day of the

*Plan Year or 6 months (whichever is earlier) following the attainment of age 21 and completion of a Year of Service. For this purpose, an Employee is credited with a Year of Service if such Employee is credited with 1,000 Hours of Service in the 12-month period starting with the Employee's Employment Commencement Date or in any Exclusion Year beginning immediately after the 12-month period beginning on the Employee's Employment Commencement Date. An Exclusion Year is based on the Eligibility Computation Period applicable under the Plan, unless the Employer elects otherwise under AA §4-3(c). Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]*

### 3-2 EMPLOYEES OF AN EMPLOYER ACQUIRED AS PART OF A CODE §410(b)(6)(C) TRANSACTION.

*[Note: The Plan may not exclude Employees in violation of the universal availability rules under Treas. Reg. §1.403(b)-5(b).]*

*[Note: For this purpose, a Code §410(b)(6)(C) transaction includes an asset sale, stock sale or other disposition or acquisition that results in the movement of Employees from one Employer to another Employer or causes a change in status as a Related Employer group.]*

- ☐ (a) An Employee acquired as part of a Code §410(b)(6)(C) transaction will become an Eligible Employee as of the date of the transaction (unless otherwise excluded under AA §3-1 or this AA §3-2).
- ☐ (b) An Employee of an Employer acquired as part of a Code §410(b)(6)(C) transaction will not become an Eligible Employee until after the expiration of the transition period described in Code §410(b)(6)(C)(ii) (i.e., the period beginning on the date of the transaction and ending on the last day of the first Plan Year beginning after the date of the transaction) or earlier, if the acquired employer adopts the Plan. (See Section 2.02(d) of the BPD.)
- ☒ (c) All Employees of any Employer acquired as part of a Code §410(b)(6)(C) transaction are excluded and will NOT become Eligible Employees upon the expiration of the transition period described in Code §410(b)(6)(C)(ii), unless otherwise provided elsewhere under the Plan.
- ☐ (d) The following acquired Employees are excluded/included under the Plan: \_\_\_\_\_

*[Note: This subsection (d) may be used to provide for the inclusion or exclusion of Employees with respect to specific Employers at a time other than provided under this AA §3-2.]*

- ☐ (e) Describe any special rules that apply for purposes of applying the rules under this AA §3-2: \_\_\_\_\_

*[Note: Employees acquired under a Code §410(b)(6)(C) transaction are eligible or not eligible to participate under the Plan, as provided under this AA §3-2. However, see Section 2.02(c) of the BPD for rules regarding the coverage of Employees of a Related Employer and AA §4-5 for rules regarding the crediting of service with a Predecessor Employer. Any special rules are subject to the minimum coverage requirements under Code §410(b) and the nondiscrimination rules under Code §401(a)(4). For Related Employers, elections under this AA §3-2 are subject to the completion of a Participation Agreement.]*

## SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS

- 4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate in each contribution type under the Plan as specified below as of such Eligible Employee's Entry Date (as defined in AA §4-2 below).

*[Note: An Eligible Employee becomes eligible to make Salary Deferrals on such Employee's first day of employment with the Employer unless otherwise elected in AA §6A-9. The Plan Administrator may establish reasonable administrative procedures to implement a Participant's election to make Salary Deferrals, as described in Section 6.01(b) of the BPD.]*

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the contribution types, as designated below. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

| Match                               | ER                                  |                                                                                    |
|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (1) There is no minimum service requirement for participation in the Plan.         |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3). |

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(3) The completion of at least \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during the first \_\_\_\_ [*cannot exceed 12*] months of employment (or the first \_\_\_\_ [*cannot exceed 365*] days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.

- ☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.
- ☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the BPD for rules regarding the application of this subsection (ii).)

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(4) The completion of \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]

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(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “Part-Time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

- ☐ (A) There is no minimum service requirement for participation in the Plan.
- ☐ (B) The completion of at least \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during the first \_\_\_\_ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
- ☐ (C) Under the Elapsed Time Method as defined in AA §4-3 below.
- ☐ (D) Describe: \_\_\_\_\_

[*Note: Any conditions provided under (D) must satisfy the requirements of Code §410(a).*]

(ii) Part-Time Employees must complete a Year of Service (as defined in AA §4-3).

[*Note: Generally, an Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service (or fewer Hours of Service designated under AA §4-3) during an Eligibility Computation Period.*]

☐ (A) For this purpose, a Part-Time Employee is any Employee whose normal work schedule is less than:

- ☐ (I) \_\_\_\_ hours per week.
- ☐ (II) \_\_\_\_ hours per month.
- ☐ (III) \_\_\_\_ hours per year.

☐ (B) Describe Part-Time Employees for this purpose: \_\_\_\_\_

[*Note: Section 1.78 of the BPD states that the definition of Part-Time Employee is based on 20 or less hours/week (with an exception for certain schoolteachers) unless otherwise provided in the Adoption Agreement. To designate an alternative definition of Part-Time Employee, complete the above election. A Part-Time Employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.*]

- | Match                    | ER                       |                                                                                                 |
|--------------------------|--------------------------|-------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (6) Two (2) Years of Service. <i>[Full and immediate vesting must be chosen under AA §8-2.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | (7) Under the Elapsed Time Method as defined in AA §4-3 below.                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | (8) Describe eligibility conditions: _____                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | (9) Describe eligibility conditions: _____                                                      |

*[Note: Unless otherwise elected in subsection (6) above, any conditions on eligibility must satisfy the requirements of Code §410(a). An eligibility condition under this AA §4-1(a) may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3). Also see Section 2.02(b)(9) and (10) of the BPD for rules regarding the exclusion of certain “short-service” Employees and disguised service conditions. Any description under (8) and (9) must provide for definitely determinable eligibility conditions.]*

- (b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution type(s) identified in this AA §4-1(b).

- | Match                               | ER                                  |                                                                                                           |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (1) There is no minimum age for Plan eligibility.                                                         |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (2) Age 21.                                                                                               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (3) Age ____ (generally not later than age 21, but see Note below for certain educational organizations). |

*[Note: If the Employer is an educational organization described in Code §170(b)(1)(A)(ii) exempt from tax under Code §501(a), the maximum age may be up to age 26, provided the Plan does not require more than one Year of Service to participate and all Participants are immediately vested in their Accounts.]*

- ☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

*[Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special eligibility rules must satisfy the requirements of Code §410(a).]*

- 4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of such Eligible Employee’s applicable Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution type(s) identified under this AA §4-2.

- | Match                               | ER                                  |                                                                                                                                                            |
|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (a) <b>Immediate.</b> The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply). |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (b) <b>Semi-annual.</b> The first day of the 1st and 7th month of the Plan Year.                                                                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (d) <b>Monthly.</b> The first day of each calendar month.                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (e) <b>Payroll period.</b> The first day of the payroll period.                                                                                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) <b>The first day of the Plan Year.</b> [See Section 2.03(b)(2) of the BPD for special rules that apply.]                                               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) <b>Describe Entry Date:</b> _____                                                                                                                      |

*[Note: Any Entry Date under this subsection (g) must be within the dates described under subsections (a) – (f).]*

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

| Match                    | ER                       |                                                                                                        |
|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) <b>next following</b> satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) <b>nearest</b> the satisfaction of the minimum age and service requirements.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) <b>preceding</b> the satisfaction of the minimum age and service requirements.                     |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) <b>coinciding with or preceding</b> the satisfaction of the minimum age and service requirements.  |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution type(s) with respect to different groups of Employees, such different Entry Date provisions may be described below.

| Match                    | ER                       |                                                                                                            |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) <b>Describe</b> any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ |

*[Note: Any special rules must satisfy the requirements of Code §410(a) and may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in AA §4-3). The Employer may describe different Entry Dates for different groups of Employees, provided such Entry Dates are consistent with the permissible elections in this AA §4-2.]*

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution type(s) under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period.
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the BPD.) If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the BPD.) However, if the Employee fails to earn a Year of Service in the first or second Eligibility Computation Period, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years beginning in the first or second Eligibility Computation Period, as applicable. (See Section 2.03(a)(3)(iii) of the BPD.)
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the BPD) and the One-Year Break in Service rule (see Section 2.07(d) of the BPD) do NOT apply.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution type, the default eligibility rules apply.**

| Match                    | ER                       |                                                                                                                                                                                                                                              |
|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [ <i>must be less than 1,000</i> ] Hours of Service during an Eligibility Computation Period.                 |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period.</b> The Plan will use Anniversary Years for all Eligibility Computation Periods. (See Section 2.03(a)(3) of the BPD.)                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Exclusion Years.</b> Instead of the Plan Year, the Plan will use Anniversary Years for Exclusion Years for purposes of determining whether Employees normally work fewer than 20 hours per week. (See Section 2.02(b)(4) of the BPD.) |

Match

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- (d) **Elapsed Time Method.** Eligibility service will be determined under the Elapsed Time Method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the BPD.)

☐ (1) For Match, must complete a \_\_\_\_ period of service

☐ (2) For ER, must complete a \_\_\_\_ period of service

A “period of service” for this purpose can be a number of days, a number of months, or number of 12-consecutive month periods.

*[Note: Under the Elapsed Time Method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the BPD. The period of service may not exceed 12 months for eligibility for After-Tax Employee Contributions. If a period greater than 12 months applies to Matching Contributions or Employer Contributions, 100% vesting must be selected under AA §8 for those contributions. In no event may the period of service applicable to Matching Contributions or Employer Contributions exceed 24 months.]*

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- (e) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

Hours of Service for eligibility will be determined under the following Equivalency Method:

☐ (3) **Monthly.** 190 Hours of Service for each month worked.

☐ (4) **Weekly.** 45 Hours of Service for each week worked.

☐ (5) **Daily.** 10 Hours of Service for each day worked.

☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

☐ (7) **Hours worked.** 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.

☐ (8) **Regular time hours.** 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.

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- (f) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the eligibility rules. (See Section 2.07(b) of the BPD.)

☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.

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- (g) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the BPD) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service.

☐ The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.

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- (h) **Special eligibility provisions:** \_\_\_\_\_

*[Note: Any conditions provided under this AA §4-3 must satisfy the requirements of Code §410(a) and the regulations thereunder and may not cause an Employee to enter the Plan later than the first Entry Date following the completion of a Year of Service (as defined in this AA §4-3). The Employer may describe different eligibility provisions, including different Eligibility Computation Periods and different service crediting methods, for different groups of Employees, provided such eligibility provisions are consistent with the permissible elections in this AA §4-3.]*

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution

types under the Plan as of such Employee's Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

**Match**

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An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):

☐ (a) the Effective Date of this Plan (as designated in the Employer Signature Page).

☐ (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (c) \_\_\_\_ [insert date no earlier than the Effective Date of this Plan].

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.

☐ (d) This AA §4-4 only applies to the minimum service condition.

☐ (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_

☐ (g) Describe special rules: \_\_\_\_\_

*[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g). The provisions of this AA §4-4 may not violate the minimum age or service rules under Code §410 or violate the nondiscrimination requirements under Code §401(a)(4).]*

**4-5 SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

In addition, this AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

If this AA §4-5 is not completed, no service with a Predecessor Employer will be counted except as otherwise required under this AA §4-5.

☐ (a) **Identify Predecessor Employer(s):**

☐ (1) The Plan will count service with all Employers which have been acquired as part of a transaction under Code §410(b)(6)(C).

☐ (2) The Plan will count service with the following Predecessor Employers:

|                              | Name of Predecessor Employer | Eligibility              | Vesting                  | Allocation Conditions    |
|------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> (i) | _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

☐ (b) **Describe** any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

*[Note: Any special provisions may not violate the nondiscrimination requirements under Code §401(a)(4).]*

**SECTION 5**  
**COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.126 of the BPD for a specific definition of the various types of Total Compensation.)

- ☐ (a) W-2 Wages
- ☒ (b) Code §415 Compensation
- ☐ (c) “Simplified” Code §415 Compensation
- ☐ (d) Wages under Code §3401(a)

*[Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.40 of the BPD, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]*

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.126(b) of the BPD.

- ☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation:
  - ☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
  - ☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

*[Note: Plan Compensation (as defined in Section 1.84 of the BPD) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.]*

- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.
  - ☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.126(c) of the BPD. For this purpose, disability continuation payments will be included for:
    - ☐ (1) Nonhighly Compensated Employees only.
    - ☐ (2) All Participants.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 and adjusted by AA §5-2 above) with the following exclusions described below.

| Deferral                            | Match                               | ER                                  |                                                                                                                                                                                                                               |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No exclusions (Safe harbor definition).                                                                                                                                                                                   |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Elective Deferrals (as defined in Section 1.40 of the BPD), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4). (Safe harbor definition) |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits. (Safe harbor definition)                                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) Compensation above \$____. (Safe harbor definition)<br><input type="checkbox"/> This exclusion only applies to Highly Compensated Employees                                                                               |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (e) Amounts received as a bonus.                                                                                                                                                                                              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (f) Amounts received as commissions.                                                                                                                                                                                          |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Overtime payments.                                                                                                                                                                                                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Amounts received for services performed for a non-signatory Related Employer. (See Section 2.02(c) of the BPD.)                                                                                                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (i) “Deemed §125 compensation” as defined in Section 1.126(d) of the BPD. (Safe harbor definition)                                                                                                                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (j) Amounts received after Severance from Employment. (See Section 1.126(b) of the BPD.)                                                                                                                                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (k) Differential Pay (as defined in Section 1.126(e) of the BPD). (Safe harbor definition)                                                                                                                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (l) Leave of absence pay.                                                                                                                                                                                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (m) Describe adjustments to Plan Compensation: _____                                                                                                                                                                          |

*[Note: Any exclusions selected under this AA §5-3 that do not meet the safe harbor exclusions under Treas. Reg. §1.414(s)-1, as described in Section 1.84(a) of the BPD, may cause the definition of Plan Compensation to fail to satisfy a safe harbor definition of compensation under Code §414(s). Failure to use a definition of Plan Compensation that satisfies the nondiscrimination requirements under Code §414(s) will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or Safe Harbor 403(b) Plan safe harbors. Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable and preclude Employer discretion. See AA §6C-4 for the definition of Plan Compensation as it applies to Safe Harbor Contributions. Any exclusions selected with respect to Salary Deferrals must satisfy the requirements with respect to nondiscrimination under Code §414(s) and universal availability under Treas. Reg. §1.403(b)-5(b).]*

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution types identified in this AA §5-4. *[If a period other than Plan Year applies for any contribution type, any reference to the Plan Year as it refers to Plan Compensation for that contribution type will be deemed to be a reference to the period designated under this AA §5-4.]*

| Deferral                            | Match                               | ER                                  |                                                                          |
|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (1) The Plan Year.                                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (2) The calendar year ending in the Plan Year.                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (3) The Employer's fiscal tax year ending in the Plan Year.              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (4) The 12-month period ending on _____ which ends during the Plan Year. |

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation paid while an individual is a Participant under the Plan with respect to a particular contribution type will be taken into account.

To count compensation for the entire Plan Year for a particular contribution type, including compensation paid while an individual is not a Participant with respect to such contribution type, check below. (See Section 1.84(c) of the BPD.)

**Match**

**ER**

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All compensation paid during the Plan Year will be taken into account, including compensation paid while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).

- ☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Includible Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

## SECTION 6 EMPLOYER CONTRIBUTIONS

- 6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan (other than Safe Harbor Employer Contributions or QNECs)?

☒ Yes

☐ No [If No, skip to Section 6A.]

[Note: See AA §6C below for rules regarding Safe Harbor Employer Contributions.]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- ☒ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

- ☐ (b) **Fixed contribution.**

☐ (1) \_\_\_% of each Participant's Plan Compensation.

☐ (2) \$\_\_\_ for each Participant.

- ☐ (c) **Contributions under collective bargaining agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a collective bargaining agreement, employment contract or equivalent arrangement as follows:

☐ (1) Describe: \_\_\_\_\_

☐ (2) See Addendum.

[Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the collective bargaining agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable. Alternatively, the Employer may attach an addendum which incorporates by reference the currently applicable collective bargaining agreement, employment agreement or equivalent arrangement. The addendum does not need to include the actual collective bargaining agreement, employment agreement or equivalent arrangement, but must be sufficiently descriptive to identify incorporated documents.]

- ☐ (d) **Service-based contribution.** The Employer will make the following contribution:

☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.

☐ (2) **Fixed percentage.** \_\_\_% of Plan Compensation paid for each period of service designated below.

☐ (3) **Fixed dollar.** \$\_\_\_ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- ☐ (4) Each Hour of Service.  
☐ (5) Each week of employment.  
☐ (6) Describe period: \_\_\_\_\_

The service-based contribution is subject to the following rules:

- ☐ (7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

*[Note: Any period described in subsection (6) must apply uniformly to all Participants and cannot exceed a 12-month period. Any special provisions under subsection (7) must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]*

- ☐ (e) **Year of Service contribution.** The Employer will make an Employer Contribution based on Years of Service with the Employer.

| Years of Service                                         | Contribution % |
|----------------------------------------------------------|----------------|
| <input type="checkbox"/> (1) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (2) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (3) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (4) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (5) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (6) From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (7) From ___ and above          | ___%           |

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

*[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the BPD.]*

- ☐ (f) **Describe special rules for determining contributions under the Plan:** \_\_\_\_\_

*[Note: The Employer may describe special rules for determining contributions under the Plan consistent with the elections under (a) – (e) above and/or a combination thereof. Any special rules must be described in a manner that precludes Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]*

### 6-3 ALLOCATION FORMULA.

- ☒ (a) **Uniform allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:

- ☒ (1) as a uniform percentage of Plan Compensation.  
☐ (2) as a uniform dollar amount.

*[Note: A uniform percentage of Plan Compensation or uniform dollar amount allocation formula is a safe harbor allocation formula if safe harbor Plan Compensation is elected.]*

- ☐ (b) **Fixed allocation.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to the fixed Employer Contributions under AA §6-2.

*[Note: A fixed allocation formula is a safe harbor allocation formula if safe harbor Plan Compensation is elected.]*

- ☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the BPD), using the Taxable Wage Base (as defined in Section 1.121 of the BPD) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below:

- ☐ (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:

- ☐ (i) \_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

☐ (A) N/A

☐ (B) \$1

- ☐ (C) \$100 ☐ (D) \$1,000
- ☐ (ii) \$\_\_\_\_\_ (not to exceed the Taxable Wage Base)
- ☐ (iii) 20% of the Taxable Wage Base
- [**Note:** See Section 3.02(a)(1)(ii) of the BPD for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]
- ☐ (2) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_
- [**Note:** Any special rules must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder. A permitted disparity allocation formula is a safe harbor allocation formula if safe harbor Plan Compensation is elected.]
- ☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:
- ☐ (1) \_\_\_\_\_ point(s) for each \_\_\_\_\_ year(s) of age (attained as of the end of the Plan Year).
- ☐ (2) \_\_\_\_\_ point(s) for each \$\_\_\_\_\_ (not to exceed \$200) of Plan Compensation.
- ☐ (3) \_\_\_\_\_ point(s) for each \_\_\_\_\_ Year(s) of Service. For this purpose, Years of Service are determined:
- ☐ (i) in the same manner as determined for eligibility.
- ☐ (ii) in the same manner as determined for vesting.
- ☐ (iii) points will not be provided with respect to Years of Service in excess of \_\_\_\_\_.
- ☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Vendor or Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.
- ☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).
- ☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.
- ☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

**Description of allocation groups**

☐ **Group 1:** \_\_\_\_\_

[**Note:** The allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula. See Section 3.02(a)(1)(iv)(B)(IV) of the BPD for restrictions that apply with respect to "short-service".]

- ☐ (3) **Special rules.** The following special rules apply to the Employee group allocation formula.
- ☐ (i) **Benefiting Participants who do not receive Minimum Gateway Contribution.** In determining the separate groups under (2) above, Benefiting Participants who do not receive a Minimum Gateway Contribution are always in a separate allocation group.
- ☐ (ii) **More than one Employee group.** Unless designated otherwise under this subsection (ii), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. However, if the Period for determining Employer Contributions under AA §6-4(a) is not the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the applicable period.
- ☐ (A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.
- ☐ (B) **Describe:** \_\_\_\_\_

[**Note:** Any language under this subsection (B) must be definitely determinable and may not violate the nondiscrimination requirements under Code §401(a)(4).]

- ☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the BPD).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- ☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_\_% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- ☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: \_\_\_\_\_
- ☐ (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

*[Note: See Appendix A of the BPD for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Any alternative interest or mortality factors must meet the requirements for standard interest and mortality assumptions as defined in Treas. Reg. §1.401(a)(4)-12. Any special rules described under subsection (3) may not violate the nondiscrimination requirements under Code §401(a)(4).]*

- ☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.
- ☐ (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.
- ☒ (i) **Describe special rules for determining allocation formula:** A separate discretionary or fixed contribution will be made to the following allocation groups. The contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation, to all Participants within this allocation group: Employees date hired prior to October 1, 2017.

*[Note: The Employer may describe special rules for determining allocation formula under the Plan consistent with the elections under (a) – (h) above and/or a combination thereof. Any special rules must be described in a manner that precludes Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]*

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation paid during the Plan Year.

- ☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation paid during the following period: *[The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.]*
- ☐ (1) Plan Year quarter
- ☐ (2) calendar month
- ☐ (3) payroll period
- ☐ (4) Other period more frequent than Plan Year: \_\_\_\_\_

*[Note: Although Employer Contributions are determined on the basis of Plan Compensation paid during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a). Any alternative period designated under subsection (4) may not exceed a 12-month period and will apply uniformly to all Participants.]*

- ☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
- ☐ (1) \_\_\_\_% of Plan Compensation
- ☐ (2) \$\_\_\_\_
- ☐ (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.
- ☐ (c) **Offset of Employer Contribution.**
- ☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [insert name of plan(s)].
- ☐ (2) In applying the offset under this subsection (c), the following rules apply: \_\_\_\_\_
- [Note: Any language regarding the offset of benefits must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]
- ☐ (d) **Other special rules relating to Employer Contributions:** \_\_\_\_\_
- [Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4).]

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

- ☐ (a) **Contributions for former Employees.** If this subsection (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee for the period through the end of the Taxable Year of the Employee in which such Employee ceases to be an Employee and through the end of each of the next five Taxable Years (as provided in Section 3.01(c) of the BPD), as described below: [Note: Contributions for former Employees must satisfy the nondiscrimination rules under Code §401(a)(4).]
- ☐ (1) A separate discretionary Employer Contribution may be made to each former Employee (i.e., each former Employee is in such former Employee's own allocation group).
- ☐ (2) The Employer will allocate \_\_\_\_% of the former Employee's deemed Total Compensation for the period through the end of the taxable year in which the former Employee has a Severance from Employment and the next \_\_\_\_ taxable years (not to exceed 5).
- ☐ (3) Describe the contribution/allocation formula that applies to former Employees: \_\_\_\_\_
- [Note: The Employer must describe the contribution/allocation rules in a definitely determinable manner consistent with the contribution and allocation elections available under AA §6-2 and 6-3 and/or a combination thereof.]
- ☐ (b) **Contributions of accrued unpaid sick, PTO and/or vacation leave.**
- ☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: \_\_\_\_\_
- ☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: \_\_\_\_\_
- ☐ (3) The Employer will make Employer Contributions of amounts of accrued unpaid PTO leave, as described below: \_\_\_\_\_
- [Note: The Employer must describe an Employer Contribution of accrued unpaid sick, PTO and/or vacation leave that meets the following requirements:
- The leave converted under the arrangement can only be accrued unpaid leave;
  - The leave converted can only be sick, PTO and/or vacation leave;
  - The Employer must designate how often the conversions occur under this AA §6-5;
  - The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;
  - The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;
  - The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and
  - The leave conversion formula is definitely determinable.]
- [Note: As an alternative to describing the Employer Contribution of accrued unpaid sick, PTO and/or vacation leave above, the Employer may attach an addendum which incorporates by reference the currently applicable accrued sick,

*PTO and/or vacation leave policy. The addendum does not need to include the actual accrued sick, PTO and/or vacation leave policy, but must be sufficiently descriptive to identify incorporated documents.]*

6-6 **MANDATORY CONTRIBUTIONS.** See AA §6D-4 for elections relating to Mandatory Contributions.

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

*[Note: Any allocation conditions set forth under this AA §6-7 do not apply to Safe Harbor Employer Contributions under AA §6C, or QNECs under AA §6D, unless provided otherwise under those specific sections. See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6-7.]*

- ☒ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- ☐ (b) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than:
- ☐ (1) \_\_\_\_ (not to exceed 500) Hours of Service during the Plan Year.
- ☐ (i) Hours of Service are determined using actual Hours of Service.
- ☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):
- |                                           |                                                 |
|-------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> (A) Monthly      | <input type="checkbox"/> (B) Weekly             |
| <input type="checkbox"/> (C) Daily        | <input type="checkbox"/> (D) Semi-monthly       |
| <input type="checkbox"/> (E) Hours worked | <input type="checkbox"/> (F) Regular time hours |
- ☐ (2) \_\_\_\_ (not more than 91) consecutive days of employment with the Employer during the Plan Year.

*[Note: Under this safe harbor allocation condition, an Employee will satisfy the allocation conditions if the Employee completes the designated Hours of Service or period of employment, even if the Employee is not employed on the last day of the Plan Year. See Section 3.07 of the BPD for rules regarding the application of this allocation condition to the minimum coverage test.]*

- ☐ (c) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (d) **Minimum service condition.** An Employee must be credited with at least:
- ☐ (1) \_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
- ☐ (i) Hours of Service are determined using actual Hours of Service.
- ☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):
- |                                           |                                                 |
|-------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> (A) Monthly      | <input type="checkbox"/> (B) Weekly             |
| <input type="checkbox"/> (C) Daily        | <input type="checkbox"/> (D) Semi-monthly       |
| <input type="checkbox"/> (E) Hours worked | <input type="checkbox"/> (F) Regular time hours |
- ☐ (2) \_\_\_\_ (not more than 182) consecutive days of employment with the Employer during the Plan Year.
- ☐ (e) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection (e) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.07(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
- ☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- ☐ (i) Plan Year quarter
- ☐ (ii) calendar month
- ☐ (iii) payroll period
- ☐ (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- ☐ (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.
- ☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- ☐ (iii) Describe any special rules: \_\_\_\_\_  
[Note: Any special rules under subsection (iii) must satisfy the nondiscrimination requirements of Code §401(a)(4).]

☐ (f) **Exceptions.**

- ☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- ☐ (i) dies.
- ☐ (ii) terminates employment due to becoming Disabled.
- ☐ (iii) becomes Disabled.
- ☐ (iv) terminates employment after attaining Normal Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (v) terminates employment after attaining Early Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (vi) is on an authorized leave of absence from the Employer.
- ☐ (2) The exceptions selected under subsection (1) will not apply to:
- ☐ (i) an employment condition designated under this AA §6-7.
- ☐ (ii) a minimum service condition designated under this AA §6-7.
- ☐ (iii) a Discretionary Employer Contribution.
- ☐ (iv) a Fixed Employer Contribution.
- ☐ (g) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
- ☐ (1) All Employees.
- ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- ☐ (h) **Elapsed Time Method.** For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.
- ☐ (i) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_  
[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4).]

**SECTION 6A**  
**SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Eligible Employees permitted to make Salary Deferrals under the Plan?

- ☒ Yes
- ☐ No [If "No" is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the BPD).

☐ (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

- ☐ (1) \_\_\_\_% of Plan Compensation
- ☐ (2) \$\_\_\_\_\_.

[Note: If both subsection (1) and subsection (2) are checked, the deferral limit is the lesser of the amounts selected.]

Any limit described in subsection (1) or subsection (2) above applies with respect to the following period:

- ☐ (3) Plan Year.
- ☐ (4) the portion of the Plan Year during which the individual is eligible to participate.
- ☐ (5) each separate payroll period during which the individual is eligible to participate.
- ☐ (b) **Different limit for Highly Compensated Employees and Nonhighly Compensated Employees.** The Salary Deferral Limit described above applies only to Employees who are Highly Compensated Employees as of the first day of the Plan Year. For Nonhighly Compensated Employees, the following limit applies:

☐ (1) **No limit** (other than the Elective Deferral Dollar Limit and the Code §415 Limitation).

☐ (2) **Nonhighly Compensated Employee limit.**

☐ (i) \_\_\_\_% of Plan Compensation

☐ (ii) \$\_\_\_\_

during the following period:

☐ (iii) Plan Year.

☐ (iv) the portion of the Plan Year during which the individual is eligible to participate.

☐ (v) each separate payroll period during which the individual is eligible to participate.

*[Note: Any percentage or dollar limit imposed on Nonhighly Compensated Employees under (i) and/or (ii) above may not be lower than the percentage or dollar limit imposed on Highly Compensated Employees under (a) above. If both (i) and (ii) are checked, the deferral limit is the lesser of the amounts selected.]*

☐ (c) **Limits on deferrals on bonus payments.** *[Note: This subsection (c) may only be selected if bonus payments are not excluded under AA §5-3.]*

☐ (1) The same limits specified above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the BPD) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.03(a) of the BPD.)

☐ (2) A Participant may defer up to \_\_\_\_% (not to exceed 100%) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.03(a) of the BPD.)

☐ (3) Describe special rules applicable to deferrals on bonus payments: \_\_\_\_\_

☐ (d) Describe any Plan limitations on Salary Deferrals: \_\_\_\_\_

*[Note: Any limits provided under this AA §6A-2 must satisfy the nondiscrimination requirements under Code §401(a)(4) and the universal availability requirements.]*

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

☐ (a) \_\_\_\_% of Plan Compensation for a payroll period.

☐ (b) \$\_\_\_\_ for a payroll period.

☐ (c) Describe: \_\_\_\_\_

*[Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3. Any minimum deferral rates provided under this AA §6A-3 must comply with the nondiscrimination requirements under Code §401(a)(4).]*

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the BPD) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- ☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- ☐ (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

(a) **Availability of Roth Deferrals.**

- ☒ (1) Roth Deferrals are permitted under the Plan.
- ☐ (2) Roth Deferrals are not permitted under the Plan.

*[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.]*

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the BPD for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

☐ (1) **Distributions and withdrawals.**

- ☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- ☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- ☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

- ☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
- ☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
- ☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a)(1) and this subsection (c) must be checked.

- ☐ (1) **Effective date.** Effective \_\_\_\_\_, a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

(2) **In-Service Distribution.**

- ☐ (i) For a Participant to convert such Participant's eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.  
*[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*

- ☐ (ii) For a Participant to convert such Participant's eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

- (3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- ☐ (i) Pre-tax Deferrals  
☐ (ii) Employer Contributions  
☐ (iii) Matching Contributions  
☐ (iv) Safe Harbor Contributions  
☐ (v) QNECs  
☐ (vi) QMACs  
☐ (vii) After-Tax Employee Contributions  
☐ (viii) Mandatory Contributions  
☐ (ix) Rollover Contributions  
☐ (x) Describe: \_\_\_\_\_

*[Note: Any contribution sources described in this subsection (x) must be definitely determinable and not subject to Employer discretion.]*

- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- ☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

*[Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See the rules under Section 7.09 of the BPD.]*

- ☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than \$\_\_\_\_ (may not exceed \$1,000).

- ☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

*[Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]*

- ☐ (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.

- ☐ (v) Describe: \_\_\_\_\_

*[Note: Any selection in this subsection (v) must be definitely determinable and not subject to Employer discretion.]*

- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- ☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.09 of the BPD.

*[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the BPD. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals (including any QNECs or Safe Harbor contributions) prior to age 59½.]*

- ☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

*[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.]*

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.
- ☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.
- ☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.

☐ (iii) Describe distribution options: \_\_\_\_\_

*[Note: This subsection (6) may not be used to eliminate an in-service distribution option that was otherwise available at the time of the In-Plan Roth Conversion. Thus, for example, if a Participant is permitted to make an In-Plan Roth Conversion of After-Tax Employee Contributions or Rollover Contributions, and such contributions are eligible for immediate distribution at the time of the In-Plan Roth Conversion, those amounts must continue to be available for distribution after the In-Plan Roth Conversion. To the extent a selection in this subsection (6) results in an improper elimination of a distribution right, the provisions of this subsection (6) will not apply.]*

☐ (d) **Describe special rules applicable to Roth Deferrals:** \_\_\_\_\_

*[Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A and the nondiscrimination requirements under Code §401(a)(4).]*

**6A-6 AUTOMATIC INCREASE FOR PARTICIPANTS WITH AFFIRMATIVE SALARY DEFERRAL ELECTION.** A Participant's affirmative Salary Deferral election will not automatically increase or expire. To override this default, select the appropriate elections below.

If elected, a Participant's affirmative Salary Deferral election will expire annually, unless otherwise indicated below. Prior to expiration, the Plan must provide Participants with a timely notice that their affirmative Salary Deferral elections will expire and how the automatic increase provision will apply. Prior to the expiration of an affirmative Salary Deferral election, the Participant can complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage. If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant's current Salary Deferral election will continue and will be subject to the automatic increase below.

- (a) If elected under this subsection (a), a Participant's affirmative Salary Deferral election will increase each Plan Year as follows: (See Section 3.03(a) of the BPD.)
- ☐ (1) \_\_\_\_\_%, up to a maximum of \_\_\_\_\_%.
- A Participant's affirmative Salary Deferral election will expire and the automatic increase will occur:
- ☐ (2) Annually, on \_\_\_\_\_ [indicate date]
- ☐ (3) Describe: \_\_\_\_\_ [indicate date/frequency, other than annual]
- ☐ (b) Automatic increase and expiration provisions will apply to:
- ☐ (1) All Participants with an affirmative Salary Deferral election.
- ☐ (2) Only Participants with an affirmative Salary Deferral election that is less than or equal to \_\_\_\_\_%
- ☐ (3) Only Participants with an affirmative Salary Deferral election that is at least \_\_\_\_\_%
- ☐ (4) Describe: \_\_\_\_\_ [must not discriminate in favor of Highly Compensated Employees]
- (c) The automatic increase will be allocated under the Plan's administrative procedures unless otherwise indicated below:
- ☐ Describe: \_\_\_\_\_ [indicate manner in which the automatic increase will be allocated to the Participant's account.]
- (d) **Application of automatic increase.** Unless designated otherwise under this subsection (d), if an automatic increase is selected under this AA §6A-6, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)

- ☐ (1) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the first Plan Year following the date salary deferrals begin.
- ☐ (2) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the \_\_\_\_ Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant.
- ☐ (3) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) which is at least 6 months (or 180 days) after the Participant first has salary deferrals withheld.
- ☐ (4) **Effective date.** The automatic increase described under subsection (a) is generally effective as of the first day of the Plan Year. If this subsection (4) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (i) The anniversary of the Participant's date of hire.
- ☐ (ii) The anniversary of the Participant's first salary deferral contribution.
- ☐ (iii) The first day of each calendar year.
- ☐ (iv) The anniversary of the Participant's Entry Date.
- ☐ (v) Other date: \_\_\_\_\_
- [*Note: The date must be definite and not discriminate in favor of Highly Compensated Employees and must be consistent with the elections allowed under this AA §6A-6.*]
- ☐ (e) **Expiration of affirmative deferral elections.** A Participant's affirmative deferral election will expire:
- ☐ (1) at the end of each Plan Year.
- ☐ (2) Describe date that the affirmative election will expire: \_\_\_\_\_
- [*Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.*]
- The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.
- ☐ Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will NOT be subject to any automatic increase.
- ☐ (f) **Describe special rules** applicable to the automatic increase and expiration of affirmative Salary Deferral election: \_\_\_\_\_
- [*Note: Any special rules under this subsection (f) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable, and must satisfy the nondiscrimination requirements under Code §401(a)(4).*]

#### 6A-7 CHANGE OR REVOCATION OF DEFERRAL ELECTION.

- (a) **Change or revocation of deferral election.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired Participants.** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire. [*Note: If this Plan is a QACA Safe Harbor Plan, the Employer must make an election that is consistent with the election in AA §6C-3(c)(5).*]
- ☐ **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.
- [*Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.*]

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the BPD, unless provided otherwise under this AA §6A-8. [*Note: An Employer's election to include automatic deferral provisions may be subject to State and local anti-garnishment and other applicable State and local laws and regulations. If the Employer wishes to adopt a QACA Safe Harbor Plan, the Employer should not complete this AA §6A-8 and instead complete AA §6C-3.*]

☐ (a) **Type of Automatic Contribution Arrangement.**

- ☐ (1) **Eligible Automatic Contribution Arrangement.** Check this subsection (1) if the Employer intends for the Plan to be an Eligible Automatic Contribution Arrangement (EACA), as described in Section 3.03(c)(2). If this subsection (1) is checked, the selections in this AA §6A-8 must be consistent with the requirements of an EACA. As an EACA, the Employer also must complete AA §6A-8(c) relating to permissible withdrawals.
- ☐ (2) **Automatic Contribution Arrangement other than an EACA.** Check this subsection (2) if the Employer intends for the Plan to be an Automatic Contribution Arrangement other than an EACA.

☐ (b) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- ☐ (1) **Effective date of Automatic Contribution Arrangement or EACA.** The automatic deferral provisions under this AA §6A-8 are effective as of:
- ☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- ☐ (ii) \_\_\_\_\_ [*insert date no earlier than the Effective Date of this Plan*].
- ☐ (iii) As set forth under a prior Plan document. [*Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]
- ☐ (iv) If the Employer is amending the provisions applicable to the ACA or EACA, the amended provisions are effective as of \_\_\_\_\_ [*insert date*]

[*Note: In no event may the automatic deferral election apply to amounts that would (but for the automatic deferral election) become currently available after the later of the date on which the Employer adopts the cash or deferred arrangement, or the date on which the arrangement first becomes effective.*]

☐ (2) **Automatic Contribution Arrangement deferral amount and automatic increase.**

- ☐ (i) **Automatic deferral amount.**
- ☐ (A) \_\_\_\_\_% of Plan Compensation
- ☐ (B) \$\_\_\_\_\_
- ☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c)(2)(i)(C) of the BPD.)
- ☐ (A) \_\_\_\_\_% of Plan Compensation
- ☐ (B) \$\_\_\_\_\_
- ☐ (C) If this subsection (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- ☐ (D) \_\_\_\_\_% of Plan Compensation
- ☐ (E) \$\_\_\_\_\_
- ☐ (iii) **Special application of automatic increase provisions.** The Employer may describe under this subsection (iii) special rules applicable to automatic increase provisions: \_\_\_\_\_

[*Note: Any special application of the automatic increase provisions must be definitely determinable and must not discriminate in favor of Highly Compensated Employees.*]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants (i.e., Participants who enter the Plan after the automatic deferral provisions are effective) and current Participants (i.e., Participants who were eligible to participate in the Plan at the time the automatic deferral provisions are effective) as set forth under this subsection (3).
- ☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:
- ☐ (A) become Participants on or after the effective date of the automatic deferral provisions.
- ☐ (B) are hired on or after the effective date of the automatic deferral provisions.
- ☐ (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- ☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- ☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount, or who have not made a Salary Deferral Election, will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- ☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (3)(i) are subject to the automatic deferral provisions. [*Note: See Section 3.03(c)(2)(i)(A) of the BPD for the application of this subsection (C) under an EACA.*]
- ☐ (D) No change for current Participants. Prior automatic deferral provisions will continue to apply.
- ☐ (E) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (excluding an election not to defer under the Plan).
- ☐ (F) Describe: \_\_\_\_\_
- [*Note: Any special provisions under subsection (F) must comply with the nondiscrimination requirements under Code §401(a)(4).*]
- ☐ (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- ☐ (A) at the end of each Plan Year.
- ☐ (B) Describe date that the affirmative election will expire: \_\_\_\_\_
- [*Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.*]
- The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, upon the expiration of an affirmative deferral election, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- ☐ Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.
- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- ☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

[**Note:** Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.]

- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)

- ☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.
- ☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the \_\_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- ☐ (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.
- ☐ (iv) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (A) The anniversary of the Participant's date of hire.
- ☐ (B) The anniversary of the Participant's first automatic deferral contribution.
- ☐ (C) The first day of each calendar year.
- ☐ (D) The anniversary of the Participant's Entry Date.
- ☐ (E) Other date: \_\_\_\_\_

- ☐ (v) **Special rules:** \_\_\_\_\_

[**Note:** Any special rules under this subsection (v) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable, and must satisfy the nondiscrimination requirements under Code §401(a)(4).]

- (5) **Treatment of Employees who have had a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee has a Severance from Employment).

- ☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- ☐ (ii) **Administrative procedure.** The treatment of re-hired employees will be governed by separate administrative procedure.
- ☐ (iii) **Describe special rules applicable to rehired employees:** \_\_\_\_\_

[**Note:** Any special rules under this subsection (iii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable, and must satisfy the nondiscrimination requirements under Code §401(a)(4).]

- ☐ (c) **Permissible Withdrawals under an Eligible Automatic Contribution Arrangement (EACA).**

- ☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c)(2) of the BPD), the permissible withdrawal provisions under Section 3.03(c)(2)(ii)(A) of the BPD apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c)(2)(ii)(A)(II) of the BPD, without regard to the in-service distribution provisions selected under AA §10-1. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

- ☐ The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
- ☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (c) are not available.
- ☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- ☐ (d) **Other automatic deferral provisions:** \_\_\_\_\_
- [**Note:** Any language added under this subsection (d) must comply with the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder. Under this subsection (d), the Employer may describe the automatic deferral provisions from the elections available in Section 6A and/or a combination thereof.]

**6A-9 SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9. [Any election may not violate the universal availability requirements under Treas. Reg. §1.403(b)-5(b).]

- ☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- ☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- ☐ (2) \_\_\_\_\_ (insert date).
- ☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of \_\_\_\_\_. [If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection (b).]

**6A-10 SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

[**Note:** Any special rules must satisfy the requirements under Code §403(b) and Code §402A (if applicable), the universal availability requirements, the nondiscrimination requirements under Code §401(a)(4) and be consistent with the available elections under AA §6A.]

## SECTION 6B MATCHING CONTRIBUTIONS

**6B-1 MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- ☒ **Yes.** [Check this box if Matching Contributions may be made under the Plan, including Matching Contributions that satisfy the ACP safe harbor.]
- ☐ **No.** [Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.]

**6B-2 MATCHING CONTRIBUTION FORMULA.** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

[**Note:** See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6D-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]

- ☒ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as:
- ☒ (1) A uniform percentage of Eligible Contributions for each period designated in AA §6B-5 below.
- ☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_ % of Plan Compensation for such period.
- ☐ (2) A flat dollar amount for each period designated in AA §6B-5 below.

- ☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
- ☐ (A) \_\_\_\_ % of Plan Compensation for such period
- ☐ (B) \$\_\_\_\_ for such period
- ☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- ☐ (1) \_\_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
- ☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_% of Plan Compensation for such period.
- ☐ (2) \$\_\_\_\_ for each period designated in AA §6B-5 below.
- ☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
- ☐ (A) \_\_\_\_% of Plan Compensation for such period.
- ☐ (B) \$\_\_\_\_ for such period

- ☐ (c) **Matching Contributions under collective bargaining agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a collective bargaining agreement, employment agreement or equivalent arrangement as follows:

- ☐ (1) Describe: \_\_\_\_\_
- ☐ (2) See Addendum.

*[Note: Insert the appropriate Matching Contribution formula from the collective bargaining agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable. Alternatively, the Employer may attach an addendum which incorporates by reference the currently applicable collective bargaining agreement, employment agreement or equivalent arrangement. The addendum does not need to include the actual collective bargaining agreement, employment agreement or equivalent arrangement, but must be sufficiently descriptive to identify incorporated documents.]*

- ☐ (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions. *[Note: If the Plan is designed to satisfy the ACP safe harbor with respect to the Matching Contributions, the rate of Matching Contribution may not increase as the rate of Eligible Contributions increase.]*

- ☐ (1) **Tiers as percentage of Plan Compensation.**

| Eligible Contributions | Fixed Match | Discretionary Match |
|------------------------|-------------|---------------------|
|------------------------|-------------|---------------------|

- ☐ (i) Up through \_\_\_\_% of Plan Compensation \_\_\_\_\_% ☐

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. Employer may add additional tiers.]*

- ☐ (2) **Tiers as dollar amounts.**

| Eligible Contributions | Fixed Match | Discretionary Match |
|------------------------|-------------|---------------------|
|------------------------|-------------|---------------------|

- ☐ (i) Up through \$\_\_\_\_ \_\_\_\_\_% ☐

- ☐ (ii) Over \$\_\_\_\_ \_\_\_\_\_% ☐

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. Employer may add additional tiers.]*

*[Note: If the Employer elects to make tiered Matching Contributions under subsection (1) or (2) above, funding will be made in the following non-discretionary order: First, all Matching Contributions under the first tier will be completely funded, but if the Employer's contribution is not sufficient to fully fund those contributions, then Matching Contributions will be made as a uniform percentage of eligible Participant contributions. Then, all Matching Contributions under the second tier will be fully funded, but if the Employer's contribution is not sufficient to fully fund the second-tier contributions, then Matching Contributions at the second tier will be made as a uniform percentage of eligible Participant contributions. The same approach will be followed for any additional tiers.]*

- ☐ (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

| Years of Service                                                                      | Fixed Match | Discretionary Match      |
|---------------------------------------------------------------------------------------|-------------|--------------------------|
| <input type="checkbox"/> (1) From ___ and up through ___ Years of Service             | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (2) From ___ and up through ___ Years of Service             | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (3) From ___ and up through ___ Years of Service             | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (4) From ___ and up through ___ Years of Service             | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (5) From ___ and above                                       | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (6) Describe any limits on the Years of Service match: _____ |             |                          |

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

*[Note: Each separate rate of Matching Contribution must satisfy the nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-4 as a separate benefit, right or feature. Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the BPD.]*

- ☐ (f) **Different Employee groups.** The Employer may make a separate Matching Contribution to the Participants in the following allocation groups. The Employer must designate in writing the amount of the contribution to be allocated to each allocation group.

- ☐ (1) A separate discretionary Matching Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).
- ☐ (2) A separate discretionary or fixed Matching Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Eligible Contributions, to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below. The Employer may include limits on the Matching Contribution for the allocation groups.
- ☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

**Description of allocation groups**

☐ **Group 1:** \_\_\_\_\_

*[Note: The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii). Each separate rate of Matching Contribution must satisfy the nondiscrimination requirements under Treas. Reg. §1.401(a)(4)-4 as a separate benefit, right or feature.]*

- ☒ (g) **Describe special rules for determining allocation formula:** Date of hire Prior to October 1, 2017

*[Note: Any special rules must be described in a manner that precludes Employer discretion, must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder and must be consistent with the available elections under this AA §6B-2.]*

**6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS").** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- ☐ (a) **Matching Contributions.** Only the following contribution types are eligible for a Matching Contribution under AA §6B-2:
- ☐ (1) Pre-tax Deferrals
  - ☐ (2) Roth Deferrals
  - ☐ (3) Age 50 Catch-Up Contributions
  - ☐ (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[*Note: Any amounts excluded under this subsection (a) do not apply to Safe Harbor Matching Contributions under AA §6C-2. See AA §6D-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

- ☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- ☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- ☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): \_\_\_\_\_
- [*Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.*]
- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.
- ☐ The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5. [*Note: The election of this option may require additional or more complex nondiscrimination testing.*]
- ☐ (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_
- [*Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder and must be consistent with the available elections under this AA §6B-3. If contribution types are limited for only certain Matching Contributions, those limitations may be described under this subsection (d).*]

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. (See AA §6D-2 for any limits that apply with respect to After-Tax Employee Contributions.)

- ☐ (a) **ACP safe harbor match.** The Matching Contribution formula(s) selected in AA §6B-2 are designed to satisfy the ACP Safe Harbor as described in Section 6.04(a) of the BPD. Therefore, any Matching Contribution selected in AA §6B-2 will only apply with respect to Eligible Contributions that do not exceed 6% of Plan Compensation and, to the extent any Matching Contribution formula is discretionary, the total amount of discretionary Matching Contributions will not exceed 4% of Plan Compensation for the Plan Year.
- [*Note: If this subsection (a) is checked, no allocation conditions should be selected under AA §6B-7. If allocation conditions are selected under AA §6B-7, the Matching Contributions under this AA §6B-2 may not qualify for the ACP safe harbor. See Section 6.04(a) of the BPD. Also, if this subsection (a) is checked, the Employer must complete AA §6C.*]
- ☐ (b) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:
- ☐ (1) \_\_\_\_% of Plan Compensation.
- ☐ (2) \$\_\_\_\_.
- ☐ (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- [*Note: If both (1) and (2) are selected, the limit under this subsection (b) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]
- ☐ (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- ☐ (1) \_\_\_\_% of Plan Compensation.
- ☐ (2) \$\_\_\_\_.
- ☐ (3) Other limits on Matching Contributions: \_\_\_\_\_ (not greater than 100% of Plan Compensation.)
- ☐ The limit on Matching Contributions will be based on Plan Year, even if the period for determining Matching Contributions under AA §6B-5 is more frequent.

- ☐ (4) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- ☐ (d) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):
- |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> (1) Any limit on the amount of Eligible Contributions does not apply to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) Discretionary match</li> <li><input type="checkbox"/> (ii) Fixed match</li> <li><input type="checkbox"/> (iii) Tiered match</li> <li><input type="checkbox"/> (iv) Year of Service match</li> <li><input type="checkbox"/> (v) Employee group match</li> </ul> | <p><input type="checkbox"/> (2) Any limit on Matching Contributions does not apply to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) Discretionary match</li> <li><input type="checkbox"/> (ii) Fixed match</li> <li><input type="checkbox"/> (iii) Tiered match</li> <li><input type="checkbox"/> (iv) Year of Service match</li> <li><input type="checkbox"/> (v) Employee group match</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- ☐ (e) **Special limits applicable to Matching Contributions:** \_\_\_\_\_

*[Note: Any special provisions under this subsection (e) must comply with the nondiscrimination requirements under Code §401(a)(4) and must be consistent with the available elections under this AA §6B-4.]*

**6B-5 PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- ☐ (a) payroll period
- ☐ (b) Plan Year quarter
- ☐ (c) calendar month
- ☐ (d) Other period more frequent than Plan Year: \_\_\_\_\_

*[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.]*

*[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent such Participant does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5.]*

**6B-6 ACP TESTING.** If applicable, the ACP Test will be performed using the testing method designated below: (See Section 6.02(a) of the BPD.)

*[Note: If the Plan is a Safe Harbor 403(b) Plan (as designated in AA §6C below), the Plan must use the Current Year Testing Method. Thus, for any year the Plan is a Safe Harbor 403(b) Plan, the Current Year Testing Method applies, regardless of any selection under this §6B-6.]*

- ☒ (a) **Current Year Testing Method.** The Plan will use the Current Year Testing Method in running the ACP test. If the Current Year Testing Method is elected, the ACP of the Nonhighly Compensated Group for the first Plan Year is calculated using current year data, unless otherwise designated below.
- ☐ **Deemed 3% used for first Plan Year.** Instead of using the Current Year Testing Method, the Prior Year Testing Method will be used for the first Plan Year and the ACP of the Nonhighly Compensated Group is deemed to be 3%.
- ☐ (b) **Prior Year Testing Method.** The Plan will use the Prior Year Testing Method in running the ACP Test. If the Prior Year Testing Method is elected, the ACP of the Nonhighly Compensated Group for the first Plan Year is deemed to be 3%, unless otherwise designated below.
- ☐ **Current year data used for first Plan Year.** Instead of deeming the ACP of the Nonhighly Compensated Group to be 3% for the first Plan Year, the Plan will use the actual current year data for the first Plan Year.

- ☐ (c) **Application of Current Year Testing Method.** The Current Year Testing Method has applied since the \_\_\_\_\_ Plan Year.

*[Note: If the Plan has switched from the Prior Year Testing Method to the Current Year Testing Method, this subsection (c) may be checked to designate the first Plan Year for which the Current Year Testing Method applies.]*

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

*[Note: Any allocation conditions set forth under this AA §6B-7 do not apply to Safe Harbor Matching Contributions under AA §6C, unless provided otherwise under those specific sections, or to QMACs. See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.]*

- ☒ (a) **Application of allocation conditions.** *[Note: Leave (a) blank if allocation conditions will apply to all matching contributions under the Plan.]*

☒ (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

☐ (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.

☐ (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

*[Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.]*

- ☐ (b) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than:

☐ (1) \_\_\_\_\_ (not to exceed 500) Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):

☐ (A) Monthly

☐ (B) Weekly

☐ (C) Daily

☐ (D) Semi-monthly

☐ (E) Hours worked

☐ (F) Regular time hours

☐ (2) \_\_\_\_\_ (not more than 91) consecutive days of employment with the Employer during the Plan Year.

*[Note: Under this safe harbor allocation condition, an Employee will satisfy the allocation conditions if the Employee completes the designated Hours of Service or period of employment, even if the Employee is not employed on the last day of the Plan Year. See Section 3.07 of the BPD for rules regarding the application of this allocation condition to the minimum coverage test.]*

- ☐ (c) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

- ☐ (d) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) \_\_\_\_\_ Hours of Service (not to exceed 1,000) during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):

☐ (A) Monthly

☐ (B) Weekly

☐ (C) Daily

☐ (D) Semi-monthly

☐ (E) Hours worked

☐ (F) Regular time hours

☐ (2) \_\_\_\_\_ (not more than 182) consecutive days of employment with the Employer during the Plan Year.

- ☐ (e) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection (e) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.07(a) of the BPD for a description of the rules for the application of allocation conditions on the basis of designated periods.)

☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:

- ☐ (i) Plan Year quarter
- ☐ (ii) calendar month
- ☐ (iii) payroll period
- ☐ (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- ☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.
- ☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- ☐ (iii) Describe any special rules: \_\_\_\_\_
- [Note: Any special rules under subsection (iii) must satisfy the nondiscrimination requirements of Code §401(a)(4).]*
- ☐ (f) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
- ☐ (1) All Employees.
- ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- ☐ (g) **Elapsed Time Method.** For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method, as defined in AA §4-3(d).
- ☐ (h) **Exceptions.**
- ☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- ☐ (i) dies.
- ☐ (ii) terminates employment due to becoming Disabled.
- ☐ (iii) becomes Disabled.
- ☐ (iv) terminates employment after attaining Normal Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (v) terminates employment after attaining Early Retirement Age.
- ☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- ☐ (vi) is on an authorized leave of absence from the Employer.
- ☐ (2) The exceptions selected under subsection (1) do not apply to:
- ☐ (i) an employment condition designated under this AA §6B-7.
- ☐ (ii) a minimum service condition designated under this AA §6B-7.
- ☐ (iii) the following Matching Contributions:
- ☐ (A) Discretionary match
- ☐ (B) Fixed match
- ☐ (C) Tiered match
- ☐ (D) Year of Service match
- ☐ (E) Employee group match
- ☐ (i) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

*[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4) and must be consistent with the available election under AA §6B-7.]*

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: \_\_\_\_\_

*[Note: Any special rule applicable to matching contributions must satisfy the nondiscrimination requirements of Code §401(a)(4), provide definitely determinable benefits, must relate solely to Matching Contributions and must be consistent with the available elections under AA §6B.]*

**SECTION 6C**  
**SAFE HARBOR 403(b) CONTRIBUTIONS**

6C-1 **SAFE HARBOR 403(b) PLAN.** Is the Plan intended to be a Safe Harbor 403(b) Plan?

- ☐ (a) Yes, the Plan is intended to be a Traditional Safe Harbor 403(b) Plan. *[Complete AA §6C-2 below.]*  
☐ (b) Yes, the Plan is intended to be a QACA Safe Harbor 403(b) Plan. *[Complete AA §6C-3 below.]*  
☒ (c) No *[If “No” is checked, skip to Section 6D.]*

6C-2 **TRADITIONAL SAFE HARBOR CONTRIBUTIONS.** To qualify as a Traditional Safe Harbor 403(b) Plan, the Employer must make a traditional Safe Harbor Matching Contribution or Safe Harbor Employer Contribution. The Safe Harbor Contribution elected under this AA §6C-2 will be in addition to any Employer Contribution or Matching Contribution elected in AA §6 or AA §6B above.

☐ (a) **Traditional Safe Harbor Matching Contribution.**

(1) **Safe Harbor Matching Contribution formula.**

- ☐ (i) **Basic match:** 100% of Salary Deferrals up to the first 3% of Plan Compensation, plus 50% of Salary Deferrals up to the next 2% of Plan Compensation.  
☐ (ii) **Enhanced match:** \_\_\_\_% of Salary Deferrals up to \_\_\_\_% of Plan Compensation.  
☐ (iii) **Tiered match:** \_\_\_\_% of Salary Deferrals up to the first \_\_\_\_% of Plan Compensation,  
☐ (A) plus \_\_\_\_% of Salary Deferrals up to the next \_\_\_\_% of Plan Compensation,  
☐ (B) plus \_\_\_\_% of Salary Deferrals up to the next \_\_\_\_% of Plan Compensation.

*[Note: The enhanced match under subsection (ii) and the tiered match under subsection (iii) must provide a matching contribution that is at least equivalent to the basic match described in subsection (i). If the enhanced match or tiered match applies to Salary Deferrals in excess of 6% of Plan Compensation or if the tiered match provides for a greater level of match at higher levels of Salary Deferrals, the Matching Contribution will be subject to ACP Testing.]*

☐ (2) **Period for determining Safe Harbor Matching Contributions.** Instead of the Plan Year, the Safe Harbor Matching Contribution formula selected in (1) above is based on Salary Deferrals for the following period:

- ☐ (i) payroll period  
☐ (ii) Plan Year quarter  
☐ (iii) calendar month  
☐ (iv) Other period more frequent than Plan Year: \_\_\_\_\_

*[Note: In determining the amount of Safe Harbor Matching Contributions for a particular period, if the Employer actually makes Safe Harbor Matching Contributions to the Plan on a more frequent basis than the period selected in this subsection (2), a Participant will be entitled to a “true-up” contribution to the extent such Participant does not receive a Safe Harbor Matching Contribution based on the Salary Deferrals and/or Plan Compensation for the entire period selected in this subsection (2). Thus, for example, if Plan Year applies under this subsection (2), additional Safe Harbor Matching Contributions may be required if the Safe Harbor Matching Contributions are made on a more frequent basis than annually. If true-up contributions will not be made for any Participant under the Plan, payroll period should be selected under this subsection (2).]*

☐ (b) **Traditional Safe Harbor Employer Contribution.** \_\_\_\_% (not less than 3%) of Plan Compensation.

☐ **Supplemental Safe Harbor notice.** Check this selection if the Employer will make the Safe Harbor Employer Contribution pursuant to a supplemental notice, as described in Section 6.04(a)(4)(iii) of the Plan.

[**Note:** If this subsection is checked, the Safe Harbor Employer Contribution described above will be required for a Plan Year only if the Employer provides a supplemental notice (as described in Section 6.04(a)(4)(iii) of the Plan). If the Employer properly provides the Safe Harbor notice, but does not provide a supplemental notice, the Employer need not provide the Safe Harbor Employer Contribution described above. In such a case, the Plan will not qualify as a Safe Harbor 403(b) Plan for that Plan Year and will be subject to ACP testing, as applicable. See Section 6.04(a)(4)(iii) of the Plan for rules that apply in subsequent Plan Years.]

- ☐ (c) **Other plan.** Check this subsection (c) if the Safe Harbor Contribution will be made under another plan maintained by the Employer and identify the plan: \_\_\_\_\_

**6C-3 QACA SAFE HARBOR CONTRIBUTIONS.** To qualify as a QACA Safe Harbor 403(b) Plan, the Employer must make a QACA Safe Harbor Matching Contribution or QACA Safe Harbor Employer Contribution. The Safe Harbor Contribution elected under this AA §6C-3 will be in addition to any Employer Contribution or Matching Contribution elected in AA §6 or AA §6B above. As a QACA Safe Harbor 403(b) Plan, the Employer also must complete the **QACA automatic deferral percentage and automatic increase** under subsection (c) below.

- ☐ (a) **QACA Safe Harbor Matching Contribution.**

(1) **QACA Safe Harbor Matching Contribution formula.**

- ☐ (i) **Basic match:** 100% of Salary Deferrals up to the first 1% of Plan Compensation, plus 50% of Salary Deferrals up to the next 5% of Plan Compensation.
- ☐ (ii) **Enhanced match:** \_\_\_\_% of Salary Deferrals up to \_\_\_\_% of Plan Compensation.
- ☐ (iii) **Tiered match:** \_\_\_\_% of Salary Deferrals up to the first \_\_\_\_% of Plan Compensation,
- ☐ (A) plus \_\_\_\_% of Salary Deferrals up to the next \_\_\_\_% of Plan Compensation,
- ☐ (B) plus \_\_\_\_% of Salary Deferrals up to the next \_\_\_\_% of Plan Compensation.

[**Note:** The enhanced match under subsection (ii) and the tiered match under subsection (iii) must provide a matching contribution that is at least equivalent at all deferral levels to the basic match described in subsection (i). If the enhanced match or tiered match applies to Salary Deferrals in excess of 6% of Plan Compensation, or if the tiered match provides for a greater level of match at higher levels of Salary Deferrals, the Matching Contribution will be subject to ACP Testing.]

- ☐ (2) **Period for determining QACA Safe Harbor Matching Contributions.** Instead of the Plan Year, the QACA Safe Harbor Matching Contribution formula selected in subsection (1) above is based on Salary Deferrals for the following period:

- ☐ (i) payroll period
- ☐ (ii) Plan Year quarter
- ☐ (iii) calendar month
- ☐ (iv) Other period more frequent than Plan Year: \_\_\_\_\_

[**Note:** In determining the amount of QACA Safe Harbor Matching Contributions for a particular period, if the Employer actually makes QACA Safe Harbor Matching Contributions to the Plan on a more frequent basis than the period selected in this subsection (2), a Participant will be entitled to a “true-up” contribution to the extent such Participant does not receive a QACA Safe Harbor Matching Contribution based on the Salary Deferrals and/or Plan Compensation for the entire period selected in this subsection (2). Thus, for example, if Plan Year applies under this subsection (2), additional QACA Safe Harbor Matching Contributions may be required if the QACA Safe Harbor Matching Contributions are made on a more frequent basis than annually. If true-up contributions will not be made for any Participant under the Plan, payroll period should be selected under this subsection (2).]

- ☐ (b) **QACA Safe Harbor Employer Contribution.** \_\_\_\_% (not less than 3%) of Plan Compensation.

- ☐ **Supplemental Safe Harbor notice.** Check this selection if the Employer will make the QACA Safe Harbor Employer Contribution pursuant to a supplemental notice.

[**Note:** If this subsection is checked, the QACA Safe Harbor Employer Contribution described above will be required for a Plan Year only if the Employer provides a supplemental notice. If the Employer properly provides the Safe Harbor notice, but does not provide a supplemental notice, the Employer need not provide the QACA Safe Harbor Employer Contribution described above. In such a case, the Plan will not qualify as a Safe Harbor 403(b) Plan for that Plan Year and will be subject to ACP testing, as applicable.]

(c) **QACA automatic deferral percentage and automatic increase.**

- ☐ (1) **Automatic deferral percentage.** \_\_\_\_\_% of Plan Compensation for a Participant's initial period. (Must be at least 3% and no more than 10%.)

*[Note: A Participant's initial period begins when the Participant first begins making automatic deferrals under the QACA.]*

- ☐ (2) **Automatic increase.** If elected under this subsection (2), the automatic deferral amount will increase each Plan Year by the following amount:

☐ (i) \_\_\_\_\_% of Plan Compensation

but not in excess of

☐ (ii) \_\_\_\_\_% [not less than 6% nor more than 15%] of Plan Compensation.

*[Note: If the percentage under subsection (1) is less than 6% of Plan Compensation, an automatic deferral of at least 1% must apply under subsection (2)(i). If no percentage is entered under subsection (2)(ii), any automatic increase selected under subsection (2)(i) will not exceed 15% of Plan Compensation.]*

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (1) will apply to new Participants and existing Participants as set forth under this subsection (3).

(i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.

(ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).

☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.

☐ (C) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (excluding an election not to defer under the Plan).

☐ (D) Describe: \_\_\_\_\_

*[Note: Any special provisions under this subsection (D) must comply with the nondiscrimination requirements under Code §401(a)(4).]*

☐ (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:

☐ (A) at the end of each Plan Year.

☐ (B) Describe date that the affirmative election will expire: \_\_\_\_\_

*[Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]*

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, upon the expiration of an affirmative deferral election, the Participant can always complete a new affirmative election and designate a new deferral percentage.

☐ Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.

- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- ☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. *[This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.]*

*[Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions. See Section 6.04(b)(1)(iii) of the BPD for the application of this provision to rehired Employees.]*

- ☐ (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (c)(2) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 6.04(b)(1)(i) of the BPD.)
- ☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (c)(2) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.
- ☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (c)(2) takes effect as of the appropriate date (as designated under subsection (iv) below) within the \_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- [Note: The Plan must satisfy the minimum deferral requirements applicable to a QACA Safe Harbor 403(b) Plan. See Section 6.04(b)(1)(i) of the BPD for special rules that apply if this subsection (ii) is checked for a QACA plan. Also see Rev. Rul. 2009-30.]*
- ☐ (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (c)(2) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.
- ☐ (iv) **Effective date.** The automatic increase described under subsection (c)(2) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (A) The anniversary of the Participant's date of hire.
- ☐ (B) The anniversary of the Participant's first automatic deferral contribution.
- ☐ (C) The first day of each calendar year.
- ☐ (D) The anniversary of the Participant's Entry Date.
- ☐ (E) Other date: \_\_\_\_\_
- ☐ (v) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection (v) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable, and must satisfy the nondiscrimination requirements under Code §401(a)(4).]*

- (5) **Treatment of Employees who have had a Severance from Employment and who are rehired.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant did not make automatic deferrals to the Plan for an entire Plan Year.
- ☐ (i) **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon Severance from Employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to Severance from Employment will not be subject to the automatic deferral provisions upon rehire. (See Section 6.04(b)(1)(iii) of the BPD.)
- ☐ (ii) **Rehired Employees not treated as new Employee.** If this provision applies, a Participant who did not make automatic deferrals to the Plan for an entire Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the

individual first began making automatic deferrals under the Plan. (See Section 6.04(b)(1)(iii) of the BPD.)

☐ (d) **Permissible Withdrawals under a Qualified Automatic Contribution Arrangement.**

- ☐ (1) **Permissible withdrawals allowed.** If the QACA Safe Harbor 403(b) Plan satisfies the requirements for an EACA, the permissible withdrawal provisions under Section 3.03(c)(2)(ii) of the BPD apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c)(2)(ii) of the BPD, without regard to the in-service distribution provisions selected under AA §10-1. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Employee to take a permissible withdrawal, but only with respect to default contributions made after the Employee's return to employment.
- ☐ The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
- ☐ (2) **No permissible withdrawals.** Although the QACA Safe Harbor 403(b) Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (d) are not available.
- ☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (e) **Other plan.** Check this subsection (e) if the QACA Safe Harbor Contribution will be made under another plan maintained by the Employer and identify the plan: \_\_\_\_\_

☐ (f) **Other automatic deferral provisions:** \_\_\_\_\_

[**Note:** Any language added under this subsection (f) must comply with the nondiscrimination requirements under Code §401(a)(4) and the regulations thereunder.]

6C-4 **ELIGIBILITY FOR SAFE HARBOR CONTRIBUTION. (Complete this AA §6C-4 only if eligibility rules for Traditional Safe Harbor 403(b) Plans or QACA Safe Harbor 403(b) Plans are different than for Salary Deferrals.)** The Safe Harbor Contribution selected in AA §6C-2 or §6C-3 above will be allocated to all Participants who are eligible to make Salary Deferrals under the Plan, unless designated otherwise under this AA §6C-4.

☐ (a) **Eligible Employees.** Unless designated otherwise under this subsection (a), any Excluded Employees will be determined under the Deferral column under AA §3-1. If this subsection (a) is checked, the following Employees will be excluded for purposes of receiving the Safe Harbor Contribution.

[**Note:** The exclusion of Employees under this subsection (a) may require additional nondiscrimination testing. See Section 6.04(c) of Plan.]

- ☐ (1) Same exclusions as designated for Matching Contributions under AA §3-1.
- ☐ (2) Same exclusions as designated for Employer Contributions under AA §3-1.
- ☐ (3) The following Employees are Excluded Employees for purposes of receiving the Safe Harbor Contribution:
- ☐ (i) Collectively Bargained Employees
- ☐ (ii) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
- ☐ (iii) Leased Employees
- ☐ (iv) Highly Compensated Employees. All Highly Compensated Employees are excluded unless otherwise designated below.
- ☐ (A) Only the following Highly Compensated Employees are excluded: \_\_\_\_\_
- ☐ (B) The Employer may make a discretionary Safe Harbor Contribution for any or all Highly Compensated Employees, in a percentage that does not exceed the rate or amount provided to the Nonhighly Compensated Employees.
- ☐ (v) Describe: \_\_\_\_\_

[**Note:** If this subsection (v) is completed to designate a class of Excluded Employees, such Employee class must be defined in such a way that it precludes Employer discretion and may not be

*based on time or service (e.g., Part-Time Employees) and may not provide for an exclusion designed to cover only Nonhighly Compensated Employees with the lowest amount of compensation and/or the shortest periods of service which may represent the minimum number of Nonhighly Compensated Employees necessary to satisfy the coverage requirements under Code §410(b).]*

- (b) **Minimum age and service conditions.** Unless designated otherwise under this subsection (b), the minimum age and service conditions applicable to Salary Deferrals under AA §4 will apply for purposes of any Safe Harbor Contributions selected under AA §6C-2 or §6C-3. If this subsection (b) is checked, the following minimum age and service conditions apply for Safe Harbor Contributions. [*Note: The addition of minimum age or service conditions under this subsection (b) may require additional nondiscrimination testing. See Section 6.04(d) of the BPD.*]

☐ (1) **Minimum service requirement.**

- ☐ (i) No minimum service conditions apply.
- ☐ (ii) The minimum service conditions applicable to Matching Contributions (as selected in AA §4).
- ☐ (iii) The minimum service conditions applicable to Employer Contributions (as selected in AA §4).
- ☐ (iv) One Year of Service using shifting Eligibility Computation Period. (See Section 6.04(d) of the BPD.)
- ☐ (v) The completion of at least \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during the first \_\_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
- ☐ (vi) Describe: \_\_\_\_\_

[*Note: For purposes of determining eligibility for Safe Harbor Contributions, an Employee may not be required to complete more than one Year of Service.*]

☐ (2) **Minimum age requirement.**

- ☐ (i) No minimum age requirement
- ☐ (ii) Age 21
- ☐ (iii) Age \_\_\_\_ (not later than age 21)

☐ (3) **Entry Date.**

- ☐ (i) Immediate ☐ (ii) Semi-annual
- ☐ (iii) Quarterly ☐ (iv) Monthly
- ☐ (v) Describe Entry Date: \_\_\_\_\_

[*Note: Entry Date under this subsection (v) must be within the dates described under subsections (i) – (iv).*]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1 or subsections (1) and (2) above. For this purpose, an Employee's Entry Date is the Entry Date:

- ☐ (vi) **next following** satisfaction of the minimum age and service requirements.
- ☐ (vii) **coinciding with or next following** satisfaction of the minimum age and service requirements.
- ☐ (viii) **nearest** the satisfaction of the minimum age and service requirements.
- ☐ (ix) **preceding** the satisfaction of the minimum age and service requirements.

☐ (c) **Describe eligibility conditions:** \_\_\_\_\_

[*Note: Any additional eligibility conditions under this subsection (c) must satisfy the requirements of Code §410(a) and may not violate the nondiscrimination requirements of Code §401(a)(4).*]

- (d) **Calculation of Traditional or QACA Safe Harbor Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates, the Traditional or QACA Safe Harbor Matching Contribution formula will be based on Eligible Contributions and Plan Compensation for the period designated under AA §§6C-2(a)(2) or 6C-3(a)(2).

- ☐ The Plan will make Traditional or QACA Safe Harbor Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Traditional or QACA Safe Harbor Matching Contributions, regardless of the period designated under AA §§6C-2(a)(2) or 6C-3(a)(2).

**6C-5 DEFINITION OF PLAN COMPENSATION.** Unless designated otherwise under this AA §6C-5, Plan Compensation is the same definition as selected under the Deferral column of AA §5-3 and AA §5-4. (See *Note below for special rules applicable to definition of Plan Compensation.*)

- ☐ (a) **Modification of Plan Compensation.** Instead of using the definition of Plan Compensation used for Salary Deferrals under AA §5-3, the following exclusions apply for Safe Harbor Contributions:
- ☐ (1) No exclusions.
  - ☐ (2) All fringe benefits, expense reimbursements, deferred compensation, moving expenses, and welfare benefits are excluded.
  - ☐ (3) Amounts received as a bonus are excluded.
  - ☐ (4) Amounts received as commissions are excluded.
  - ☐ (5) Overtime payments are excluded.
  - ☐ (6) Describe adjustments to Plan Compensation: \_\_\_\_\_
- [Note: Any exclusions selected under subsections (3) – (6) may cause the definition of Plan Compensation to fail to satisfy a safe harbor definition of compensation under Code §414(s). Any modification under this subsection (6) must be definitely determinable and preclude Employer discretion.]*
- ☐ (b) **Exclusions applicable only to Highly Compensated Employees.** If this subsection (b) is checked, any non-safe harbor adjustments selected under AA §5-3 or under this AA §6C-5, to the extent the adjustments apply to Safe Harbor 403(b) Plan Contributions, will apply only to Highly Compensated Employees. *[Note: If this subsection (b) is checked, the definition of Plan Compensation that applies for purposes of determining the amount of Safe Harbor Contributions under the Plan will be deemed to satisfy a safe harbor definition of compensation under Code §414(s).]*
- ☐ (c) **Compensation while a Participant.** Instead of using the period of compensation designated under AA §5-4 for Salary Deferrals, the following Plan Compensation will be taken into account for Safe Harbor Contributions:
- ☐ (1) Only Plan Compensation paid while the Employee is eligible to receive a Safe Harbor Contribution.
  - ☐ (2) Plan Compensation for the entire Plan Year, including compensation paid while an individual is not eligible to receive the Safe Harbor Contribution.

*[Note: In order to qualify as a Safe Harbor 403(b) Plan, the Plan must use a definition of Plan Compensation that satisfies a nondiscriminatory definition under Code §414(s). If the definition of Plan Compensation used for determining Safe Harbor Contributions or QACA Safe Harbor Contributions under the Plan does not satisfy a nondiscriminatory definition under Code §414(s) for a given Plan Year, the Employer will be deemed to have elected to use Total Compensation for purposes of determining the Traditional Safe Harbor or QACA Safe Harbor Contribution for such Plan Year.]*

6C-6 **OFFSET OF ADDITIONAL EMPLOYER CONTRIBUTIONS.** Any additional Employer Contributions under AA §6 will be allocated to all eligible Participants in addition to the Safe Harbor Employer Contribution, unless selected otherwise under this AA §6C-6.

- ☐ Check this AA §6C-6 to provide that the Safe Harbor Employer Contribution offsets any additional Employer Contributions designated under AA §6. For this purpose, if the permitted disparity allocation method is selected under AA §6-3, this offset applies only to the second step of the two-step permitted disparity formula or the fourth step of the four-step permitted disparity formula. (See Section 3.02(d)(1) of the BPD.)

6C-7 **DELAYED EFFECTIVE DATE.** The Safe Harbor provisions under this AA §6C are effective as of the Effective Date of the Plan (or the Effective Date of any Plan amendment or restatement, if applicable), as designated on the Employer Signature Page. To provide for a delayed effective date for the Safe Harbor provisions, check this AA §6C-7.

- ☐ The Safe Harbor provisions under this AA §6C are effective beginning \_\_\_\_\_. Prior to this delayed effective date, the provisions of this AA §6C do not apply. Thus, prior to the delayed effective date, the Employer is not obligated to make a Safe Harbor Contribution and the Plan is subject to ACP Testing, to the extent applicable.

6C-8 **RETROACTIVE EFFECTIVE DATE.** The Safe Harbor 403(b) provisions under this AA §6C-8 are adopted and retroactively effective as follows:

**Amendment to add a Traditional or QACA Safe Harbor 403(b) Employer Contribution.**

- ☐ (a) The Plan is amended to add a \_\_\_\_% [insert amount of at least 3%] Traditional Safe Harbor Employer Contribution, effective for the \_\_\_\_ [insert applicable Plan Year] Plan Year. This designated percentage will continue to apply for future Plan Years unless otherwise indicated below or by a subsequent Plan amendment.
- ☐ (1) The Traditional Safe Harbor Employer Contribution for subsequent years will be \_\_\_\_% [insert amount of at least 3%]
  - ☐ (2) The Traditional Safe Harbor Employer Contribution is solely for the Plan Year stated above. Subsequent years will not be subject to the Traditional Safe Harbor provisions unless the plan is amended.
- ☐ (b) The Plan is amended to add a \_\_\_\_% [insert amount of at least 3%] QACA Safe Harbor Employer Contribution, effective for the \_\_\_\_ [insert applicable Plan Year] Plan Year. This designated percentage will continue to apply for future Plan Years unless otherwise indicated below or by a subsequent Plan amendment.

- ☐ (1) The QACA Safe Harbor Employer Contribution for subsequent years will be \_\_\_\_% [insert amount of at least 3%]
- ☐ (2) The QACA Safe Harbor Employer Contribution is solely for the Plan Year stated above. Subsequent years will not be subject to the QACA Safe Harbor provisions unless the plan is amended.

*[Note: The Traditional or QACA Safe Harbor Employer Contribution must be a minimum of 3% if adopted prior to the 30<sup>th</sup> day of the Plan Year in which the Safe Harbor provision is to be effective. The Traditional or QACA Safe Harbor Employer Contribution must be a minimum of 4% if adopted after the 30<sup>th</sup> day prior to the close of the applicable Plan Year, and no later than the last day for distributing Excess Contributions for the applicable Plan Year.]*

## SECTION 6D SPECIAL CONTRIBUTIONS

6D-1 **SPECIAL CONTRIBUTIONS.** The following Special Contributions may be made under the Plan:

- ☒ (a) No Special Contributions are permitted. *[Skip to Section 7.]*
- ☐ (b) After-Tax Employee Contributions.  
*[Note: After-Tax Employee Contributions are not considered Roth Deferrals. The Employer may elect Roth Deferrals under AA §6A-5.]*
- ☐ (c) Fixed Qualified Nonelective Contributions (QNECs), as elected under AA §6D-3.  
*[Note: Under the Plan, the Employer may always make a discretionary QNEC to the Plan as a uniform percentage of Plan Compensation, a uniform dollar amount, or as a Targeted QNEC.]*
- ☐ (d) Qualified Matching Contributions (QMACs).
- ☐ (e) Mandatory Contributions.

6D-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6D-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the BPD), except as limited under this AA §6D-2.

- ☐ (a) **Eligibility for After-Tax Employee Contributions.** If authorized under AA §6D-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: \_\_\_\_\_  
*[Note: Any exclusion of Eligible Participants must satisfy applicable coverage requirement under Code §410(b) and the nondiscrimination requirements of Code §401(a)(4).]*
- ☐ (b) **Limits on After-Tax Employee Contributions.** If this subsection (b) is checked, the following limits apply to After-Tax Employee Contributions:
- ☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:
- ☐ (i) \_\_\_\_% of Plan Compensation
- ☐ (ii) \$\_\_\_\_
- for the following period:
- ☐ (iii) the entire Plan Year.
- ☐ (iv) the portion of the Plan Year during which the Employee is eligible to participate.
- ☐ (v) each separate payroll period during which the Employee is eligible to participate.
- ☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
- ☐ (i) \_\_\_\_% of Plan Compensation.
- ☐ (ii) \$\_\_\_\_.

- ☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection (c), After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
- ☐ (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
- ☐ (i) All Matching Contributions elected under AA §6B and AA §6C.
- ☐ (ii) All Matching Contributions elected under AA §6B (other than Safe Harbor/QACA Safe Harbor Matching Contributions elected under AA §§6C-2 and 6C-3).
- ☐ (iii) Only Safe Harbor/QACA Safe Harbor Matching Contributions under AA §§6C-2 and 6C-3.
- ☐ (iv) All Matching Contributions designated under AA §6B-2 and/or AA §§6C-2 and 6C-3, except for the following Matching Contributions: \_\_\_\_\_
- ☐ (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
- ☐ (i) \_\_\_\_% of Plan Compensation.
- ☐ (ii) \$\_\_\_\_.
- ☐ (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an After-Tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an After-Tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an After-Tax election (on a prospective basis) at any time.
- (e) **ACP Testing Method.** If applicable, the same ACP Testing Method will apply to After-Tax Employee Contributions as applies to Matching Contributions, as designated under AA §6B-6. If no method is selected under AA §6B-6, designate the testing method below.
- [Note: If the Plan is a Safe Harbor 403(b) Plan (as designated in AA §6C), the Plan must use the Current Year Testing Method.]*
- ☐ (1) **Current Year Testing Method.** The Plan will use the Current Year Testing Method in running the ACP test. If the Current Year Testing Method is elected, the ACP of the Nonhighly Compensated Group for the first Plan Year is calculated using current year data, unless otherwise designated below.
- ☐ **Deemed 3% used for first Plan Year.** Instead of using the Current Year Testing Method, the Prior Year Testing Method will be used for the first Plan Year and the ACP of the Nonhighly Compensated Group is deemed to be 3%.
- ☐ (2) **Prior Year Testing Method.** The Plan will use the Prior Year Testing Method in running the ACP Test. If the Prior Year Testing Method is elected, the ACP of the Nonhighly Compensated Group for the first Plan Year is deemed to be 3%, unless otherwise designated below.
- ☐ **Current year data used for first Plan Year.** Instead of deeming the ACP of the Nonhighly Compensated Group to be 3% for the first Plan Year, the Plan will use the actual current year data for the first Plan Year.
- ☐ (3) **Application of Current Year Testing Method.** The Current Year Testing Method has applied since the \_\_\_\_ Plan Year. *[Note: If the Plan has switched from the Prior Year Testing Method to the Current Year Testing Method, this subsection (3) may be checked to designate the first Plan Year for which the Current Year Testing Method applies.]*
- ☐ (f) **Other limits:** \_\_\_\_\_
- [Note: Any other limits must comply with the nondiscrimination requirements under Code §401(a)(4).]*

6D-3 **QUALIFIED NONELECTIVE CONTRIBUTIONS (QNECs).** Notwithstanding any contrary selections in the Adoption Agreement, for any Plan Year, the Employer may make a discretionary QNEC as provided under Section 3.02(a)(6) of the BPD.

The Employer may elect under this AA §6D-3 to make a fixed QNEC to the Plan.

Unless provided otherwise under this AA §6D-3, any QNEC authorized under AA §6D-1 will be allocated to Nonhighly Compensated Employees who are eligible to make Salary Deferrals, without regard to the allocation conditions selected in AA §6-5. Any contribution designated as a QNEC will automatically be subject to the requirements for QNECs (as described in Section 3.02(a)(6) of the BPD). QNECs will be eligible for in-service distributions under the same conditions as elected for Salary Deferrals under AA §10, unless designated otherwise under AA §10.

To modify these default allocation provisions, complete the applicable provisions under this AA §6D-3.

- ☐ (a) **All Participants.** Any QNEC made pursuant to this AA §6D-3 will be allocated to all Participants who are eligible to defer, including Highly Compensated Employees.
- ☐ (b) **Fixed QNEC.**
- ☐ (1) The Employer will make a QNEC each Plan Year equal to \_\_\_\_% of Plan Compensation.
- ☐ (2) The Employer will make a QNEC each Plan Year equal to \$\_\_\_\_.
- [Note: A flat dollar QNEC may only be used in the ACP Test to the extent the QNEC does not violate the Targeted QNEC requirements as set forth in Section 3.02(a)(6)(ii)(B) of the BPD.]*
- ☐ (c) **Allocation conditions.** Any QNEC made pursuant to this AA §6D-3 will be allocated only to Participants who have satisfied the following allocation conditions:
- ☐ (1) **Safe harbor allocation condition.** An Employee must be employed by the Employer on the last day of the Plan Year OR must complete more than 500 Hours of Service. (See Section 3.07 of the BPD.)
- ☐ (2) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (3) **Minimum service condition.** An Employee must be credited with at least 1,000 HOS during the Plan Year.
- ☐ (4) **Describe any special rules governing the allocation conditions relating to QNECs:** \_\_\_\_\_
- [Note: Any special rules under this subsection (4) must satisfy the nondiscrimination requirements under Code §401(a)(4).]*
- ☐ (d) **Eligibility for QNECs.** In determining eligibility for QNECs, only those Participants who are eligible for the following contributions will share in the allocation of QNECs (subject to the selections in this AA §6D-3):
- ☐ (1) **Employer Contributions**
- ☐ (2) **Matching Contributions**
- ☐ (3) **Describe any special rules governing eligibility relating to QNECs:** \_\_\_\_\_
- [Note: Any special rules under this subsection (3) must satisfy the nondiscrimination requirements under Code §401(a)(4).]*

6D-4 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.68 of the BPD) to the Plan equal to the amount specified under this AA §6D-4. Any amounts contributed pursuant to this AA §6D-4 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

- ☐ (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:
- ☐ (1) \_\_\_\_ % of Plan Compensation.
- ☐ (2) \$\_\_\_\_ per pay period.
- ☐ (3) Any amount from \_\_\_\_ % to \_\_\_\_ % of Plan Compensation, as designated by the Participant.
- ☐ (4) The amount designated under an applicable collective bargaining agreement, employment contract or other arrangement with the Employee.
- ☐ (5) Describe amount: \_\_\_\_\_
- [Note: The Employer may describe the Mandatory Contribution amounts consistent with the elections under (1) – (4) above and/or a combination thereof. Amounts may not exceed 100% of Plan Compensation.]*
- ☐ (b) Special rules applicable to Mandatory Contribution: \_\_\_\_\_
- [Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.]*

## SECTION 7 RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- ☒ (a) Age 65 (not to exceed 65).
- ☐ (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of the Employee's:
- ☐ (1) Participation commencement date.

- ☐ (2) Employment date.
- ☐ (c) Describe Normal Retirement Age: \_\_\_\_\_
- [Note: May not be later than the later of age 65 or the 5<sup>th</sup> anniversary of the Employee's participation commencement date.]*

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- ☒ (a) A Participant reaches Early Retirement Age if such Participant is still employed after attainment of each of the following:

- ☒ (1) Attainment of age 55.
- ☐ (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
- ☐ (3) The completion of \_\_\_\_ Years of Service, determined as follows:
- ☐ (i) Same as for eligibility.
- ☐ (ii) Same as for vesting.

- ☐ (b) Describe: \_\_\_\_\_

*[Note: Any special rules under this subsection (b) must preclude Employer discretion and must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]*

## SECTION 8 VESTING AND FORFEITURES

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6, Matching Contributions under AA §6B, or QACA Safe Harbor Contributions under AA §6C that are subject to vesting?

- ☒ Yes
- ☐ No *[If "No" is checked, skip to Section 9.]*

*[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals and/or After-Tax Employee Contributions.]*

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the BPD for a description of the various vesting schedules under this AA §8-2.)

- ☒ (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

| ER                                  | Match                               |                                           |
|-------------------------------------|-------------------------------------|-------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (1) Full and immediate vesting            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (2) 3-year cliff vesting schedule         |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (3) 5-year graded vesting schedule        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (4) 6-year graded vesting schedule        |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (5) Modified vesting schedule             |
|                                     |                                     | 0 ____% immediately on Plan participation |
|                                     |                                     | 100 ____% after 1 Year of Service         |
|                                     |                                     | 100 ____% after 2 Years of Service        |
|                                     |                                     | 100 ____% after 3 Years of Service        |
|                                     |                                     | 100 ____% after 4 Years of Service        |
|                                     |                                     | 100 ____% after 5 Years of Service        |
|                                     |                                     | 100% after 6 Years of Service             |

**ER Match**

- ☐ (6) Describe additional modifications applicable to Employer Contributions:
- ☐ (7) Describe additional modifications applicable to Matching Contributions:

*[Note: If a modified vesting schedule is selected under this subsection (a), the vested percentage for every Year of Service must satisfy the vesting requirements under the 6-year graded vesting schedule, unless 100% vesting occurs after no more than 3 Years of Service.]*

- ☐ (b) **Special vesting schedule for QACA Safe Harbor Contributions.** Unless designated otherwise under this subsection (b), any QACA Safe Harbor Contributions will be 100% vested. If this subsection (b) is checked, the following vesting schedule applies for QACA Safe Harbor Contributions. *[Note: This subsection (b) may be checked only if a QACA Safe Harbor Contribution is selected under AA §6C-2.]*

Instead of being 100% vested, QACA Safe Harbor Contributions are subject to the following vesting schedule:

- ☐ (1) 2-year cliff vesting
- ☐ (2) 1-year cliff vesting
- ☐ (3) Graduated vesting
- \_\_\_\_ % after 1 Year of Service
- 100% after 2 Years of Service

- ☐ (c) **Special provisions applicable to vesting schedule:** \_\_\_\_\_
- [Note: Any special provisions must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the vesting requirements under Code §411.]*

- 8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- ☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- ☐ (b) Service completed before the Employee's \_\_\_\_ (not to exceed 18th) birthday is excluded.

*[Note: See Section 7.06 of the BPD and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]*

- 8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- ☐ (a) dies.
- ☐ (b) terminates employment due to becoming Disabled.
- ☐ (c) becomes Disabled.
- ☐ (d) reaches Early Retirement Age.
- ☐ (e) Not applicable. No increase in vesting applies.

*[Note: This AA §8-4 should not be completed if the Plan provides for 100% vesting for all contribution types.]*

- 8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. *[Note: No election should be made under this AA §8-5 if all contributions are 100% vested.]*

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.61 of the BPD for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

| ER                                  | Match                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [must be less than 1,000] Hours of Service during a Vesting Computation Period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (b) <b>Vesting Computation Period.</b> Instead of the Plan Year:<br><input checked="" type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods.<br><input type="checkbox"/> (2) Describe: _____<br><i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period provided for in Section 7.04 of the BPD. A period of 12 calendar months will constitute a year of vesting service for purposes of this provision.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (d) <b>Equivalency Method.</b> For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to:<br><input type="checkbox"/> (1) All Employees.<br><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.<br><br>Hours of Service for vesting will be determined under the following Equivalency Method:<br><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.<br><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.<br><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.<br><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.<br><input type="checkbox"/> (7) <b>Hours worked.</b> 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.<br><input type="checkbox"/> (8) <b>Regular time hours.</b> 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07 of the BPD.)<br><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 7.07 of the BPD) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.<br><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) <b>Special rules:</b> _____<br><i>[Note: Any special rules must satisfy the nondiscrimination requirements of Code §401(a)(4) and the regulations thereunder.]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

8-6 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion, within the permissible parameters below, how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

- | ER                                  | Match                               |                                                                                                                                                    |
|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (a) N/A. All contributions are 100% vested. <i>[Do not complete the rest of this AA §8-6.]</i>                                                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Reallocated as additional Employer Contributions, additional Safe Harbor Contributions, additional Matching Contributions, QNECs and/or QMACs. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (c) Used to reduce Employer Contributions, Safe Harbor Contributions, Matching Contributions, QNECs and/or QMACs.                                  |

For purposes of subsection (b) or (c), forfeitures will be applied:

- |                                     |                                     |                                                                                  |
|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (e) within 12 months following the Plan Year in which the forfeiture occurs.     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) for the Plan Year in which the forfeiture occurs or the following 12 months. |

Forfeitures used for Plan expenses:

- |                                     |                                     |                                                                                                                                     |
|-------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Forfeitures will be used to pay Plan expenses prior to applying forfeitures under subsection (b) or (c).                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Forfeitures will be used to pay Plan expenses if any forfeitures remain after applying forfeitures under subsection (b) or (c). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (i) Forfeitures will <b>not</b> be used to pay Plan expenses.                                                                       |

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- |                          |                          |                                                                                     |
|--------------------------|--------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- |                          |                          |                     |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Describe: _____ |
|--------------------------|--------------------------|---------------------|
- [Note: Any language added under this subsection (m) may not result in a discriminatory allocation of forfeitures in violation of the requirements of Code §401(a)(4).]*

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant's vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 7.10(a)(1)(i) of the BPD.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- ☐ The Cash-Out Distribution forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.10(a) of the BPD) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

- ☐ A forfeiture will occur upon the completion of \_\_\_\_ *[cannot exceed 5]* consecutive Breaks in Service.

8-8 SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT. Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check the box below.

- ☐ The Plan will forfeit benefits other than those attributable to Salary Deferrals and Rollover Contributions (including vested benefits) upon the death of a Participant, as permitted under Code §411(a)(3)(A). In no event may the Plan forfeit any

amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

**SECTION 9**  
**DISTRIBUTION PROVISIONS – SEVERANCE FROM EMPLOYMENT**

**9-1 AVAILABLE FORMS OF DISTRIBUTION.**

**Lump sum distribution.** A Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum upon Severance from Employment.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. Regardless of the elections below, the Plan will make distributions necessary to satisfy the required minimum distribution requirements under Code §401(a)(9).

- ☒ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- ☒ (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.
- ☐ Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$ \_\_\_\_\_
- ☒ (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the BPD. *[This annuity distribution option is in addition to any QJSA distribution required under AA §9-2.]*
- ☐ (d) **Installment distributions for RMD purposes only.**
- ☐ (e) **Partial lump sum for RMD purposes only.**
- ☐ (f) **Describe distribution options:** \_\_\_\_\_

*[Note: Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.]*

**9-2 QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA) RULES.** This Plan is intended to be exempt from the funding requirements under Code §412 and the QJSA rules, except to the extent required under Section 9.01 of the BPD (e.g., if the Plan is a transferee plan). Upon Severance from Employment, a Participant may receive a distribution from the Plan, in accordance with the provisions of AA §9-3, in any form allowed under AA §9-1. (If any portion of this Plan is subject to the QJSA rules, the QJSA and Qualified Preretirement Survivor Annuity (QPSA) provisions will automatically apply to such portion of the Plan.)

To override this default provision, complete the applicable sections of this AA §9-2.

- ☒ (a) **Qualified Joint and Survivor Annuity (QJSA) rules.** Check this subsection (a) to apply the QJSA rules to the entire Plan. If this subsection (a) is checked, all distributions from the Plan and all Beneficiary designations must satisfy the QJSA requirements under Section 9 of the BPD, with the following modifications:
- ☒ (1) **No modifications.**
- ☐ (2) **Modified QJSA benefit.** Instead of a 50% survivor benefit, the Spouse's survivor benefit is:
- ☐ (i) 100%                      ☐ (ii) 75%                      ☐ (iii) 66-2/3%
- ☐ (b) **Modified Qualified Preretirement Survivor Annuity (QPSA) benefit.** Instead of a 50% QPSA benefit, the QPSA benefit is 100% of the Participant's vested Account Balance.

9-3 **TIMING OF DISTRIBUTIONS UPON SEVERANCE FROM EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance exceeding \$5,000 may receive a distribution of such Participant's vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

- ☒ (1) the date the Participant has a Severance from Employment.
- ☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
- ☐ (3) the first Valuation Date following the Participant's Severance from Employment.
- ☐ (4) the completion of \_\_\_\_ Breaks in Service (*no more than 5*).
- ☐ (5) the end of the calendar quarter following the date the Participant has a Severance from Employment.
- ☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.
- ☐ (7) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (a) will apply uniformly to all Participants under the Plan, may not be subject to the discretion of the Employer or Plan Administrator and may not violate the nondiscrimination requirements of Code §401(a)(4).]*

*[Note: In no event may a Participant's distribution not be available later than the latest of (i) age 65 or Normal Retirement Age, (ii) the 10th anniversary of the date on which the Participant commenced participation in the plan, (iii) the termination of the participant's service with the employer, or (iv) the date specified in an election to defer distribution. See Section 8.01 of the BPD.]*

- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance that does not exceed \$5,000 may receive a **lump sum** distribution of such Participant's vested Account Balance within a reasonable period following:

- ☒ (1) the date the Participant has a Severance from Employment.
- ☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
- ☐ (3) the first Valuation Date following the Participant's Severance from Employment.
- ☐ (4) the end of the calendar quarter following the date the Participant has a Severance from Employment.
- ☐ (5) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (5) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator and may not violate the nondiscrimination requirements of Code §401(a)(4).]*

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who has a Severance from Employment on account of becoming Disabled may receive a distribution of such Participant's vested Account Balance in the same manner as a regular distribution upon Severance from Employment.

- ☐ (a) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant has a Severance from Employment on account of becoming Disabled.
- ☐ (b) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.
- ☐ (c) **Describe:** \_\_\_\_\_

*[Note: Any distribution event described in subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator. The event can be no later than the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.]*

9-5 **DETERMINATION OF BENEFICIARY.**

- (a) **Default beneficiaries.** Under Section 8.08(c) of the BPD, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

- ☐ If this subsection is checked, the default beneficiaries under Section 8.08(c) of the BPD are modified as follows:
- ☐ (1) The Plan adopts the default beneficiary rules under Section 8.08(c) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
  - ☐ (2) The Plan adopts the default beneficiary rules under Section 8.08(c) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's estate.
  - ☐ (3) The Plan adopts the default beneficiary rules under Section 8.08(c) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents, per capita; and (3) if there are no surviving parents, to the Participant's estate.
  - ☐ (4) Describe other modifications to the default beneficiaries under Section 8.08(c) of the BPD: \_\_\_\_\_  
*[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]*
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b) or unless otherwise provided in a QDRO.
- ☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the death distribution provisions of the Plan. If elected, this one-year marriage rule applies regardless of whether any Accounts under the Plan are subject to the QPSA rules.
- (c) **Divorce of Spouse.** Unless otherwise provided by state law or the applicable Investment Arrangement or as elected otherwise under this subsection (c), if a Participant designates such Participant's Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the BPD.
- ☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.
- [Note: Section 8.08(c)(6) of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the BPD.]*

#### 9-6 SPECIAL RULES.

- (a) **Availability of Involuntary Cash-Out Distributions.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.06 of the BPD.
- Alternatively, an Involuntary Cash-Out Distribution will be made to the following Participants who have a Severance from Employment:
- ☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.03(b) of the BPD for special rules upon Plan termination.)
  - ☐ (2) **Lower Involuntary Cash-Out Distribution threshold.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:
    - ☐ (i) \$1,000
    - ☐ (ii) \$\_\_\_\_ (must be less than \$5,000)
  - ☐ (3) **Application to spousal consent requirements.** If the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (3) is elected, the elections in subsections (1) or (2) do not apply in determining the dollar

threshold for spousal consent under the Plan and instead the spousal consent threshold is \$5,000 or such lower amount as selected below:

- ☐ (i) \$1,000  
☐ (ii) \$\_\_\_\_ (must be less than \$5,000)

- (4) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (4), Rollover Contributions will be included in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold. To exclude Rollover Contributions for purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold, check below.

- ☐ In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be excluded.

- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.06 of the BPD do not apply to any Involuntary Cash-Out Distribution equal to or less than \$1,000 (to the extent available under the Plan) and do not apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

To override this default provision, check this subsection (1) or (2). The Employer may also elect (3), if applicable.

- ☐ (1) The Automatic Rollover provisions under Section 8.06 of the BPD apply to all Involuntary Cash-Out Distributions (including those equal to or less than \$1,000).  
☐ (2) The Automatic Rollover provisions under Section 8.06 of the BPD do not apply to Involuntary Cash-Out Distributions equal to or less than \$\_\_\_\_ (must be between \$0 and \$1,000).  
☐ (3) The Automatic Rollover provisions under Section 8.06 of the BPD apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

*[Note: Rollover Contributions may not be disregarded for purposes of Automatic Rollover rules. For purposes of applying the Automatic Rollover provisions, including the \$1,000 threshold, a Participant's Roth Deferral Account and the Participant's other Accounts are treated as held under separate plans.]*

- (c) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.04 of the BPD apply for distributions occurring prior to attainment of the Participant's required beginning date as defined in Code §401(a)(9).

To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.

- ☐ Subject to the spousal consent requirements under Section 9.04 of the BPD, a distribution from the Plan may be made to a Participant who has a Severance from Employment without the Participant's consent, regardless of the value of such Participant's vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

- (d) **In-kind distributions.** Section 8.10(c) of the BPD allows the Plan Administrator to authorize an in-kind distribution of property to the extent the Plan holds such property.

To modify this default rule, check below.

- ☐ A Participant may not receive an in-kind distribution in the form of property, even if the Plan holds such property on behalf of any Participant.

## SECTION 10 IN-SERVICE DISTRIBUTIONS

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution type under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

*[Note: In-service distributions must satisfy the distribution restrictions applicable to Custodial Accounts and Salary Deferral Accounts.]*

| Deferral                            | Match                               | ER                                  |                                                |
|-------------------------------------|-------------------------------------|-------------------------------------|------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No in-service distributions are permitted. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Attainment of age 59½.                     |

**Deferral Match ER**

☐ ☐ ☐

(c) Attainment of age \_\_\_\_\_. *[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]*

☒ ☐ ☒

(d) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the BPD). *[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]*

Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.

☒ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.

☐ ☐ ☐

(e) A non-safe harbor Hardship described in Section 8.09(e)(2) of the BPD. *[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]*

(1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.

☐ Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.

☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the BPD: \_\_\_\_\_.

☐ ☐ ☐

(f) Attainment of Normal Retirement Age. *[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]*

☐ ☐ ☐

(g) Attainment of Early Retirement Age. *[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]*

☒ ☒ ☒

(h) Upon a Participant becoming Disabled. *[The definition of disability may be different depending on the contribution type, as elected in AA§2-8.]*

☐ N/A N/A

(i) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the BPD.

N/A ☐ ☐

(j) Completion of \_\_\_\_ years of service or \_\_\_\_ months of service. *[Not applicable with respect to amounts held in a Custodial Account.]*

☐ ☐ ☐

(k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)

☐ ☐ ☐

(l) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.

☐ ☐ ☐

(m) Upon attainment of age \_\_\_\_ and \_\_\_\_ years of participation. *[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.]*

| Deferral | Match                    | ER                       |
|----------|--------------------------|--------------------------|
| N/A      | <input type="checkbox"/> | <input type="checkbox"/> |

(n) The amounts being withdrawn have been held in the Plan for at least two years. *[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]*

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(o) Describe: \_\_\_\_\_

*[Note: Unless designated otherwise under subsection (o), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Distributions from a Participant's Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59½. Distributions from a Participant's Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (o). Any event described in subsection (o) may not violate the permissible distribution events under the Plan.]*

10-2 **APPLICATION TO OTHER CONTRIBUTION TYPES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant's Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under AA §10-1. Unless otherwise described under AA §10-2(o), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions, and/or Safe Harbor Contributions:

| Rollover | After-Tax | SH |
|----------|-----------|----|
|----------|-----------|----|

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(a) No in-service distributions are permitted.

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(b) Attainment of age 59½.

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(c) Attainment of age \_\_\_\_\_. *[If age is earlier than 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]*

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(d) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the BPD).

Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.

☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(e) A non-safe harbor Hardship described in Section 8.09(e)(2) of the BPD.

(1) Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.

☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.

☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the BPD: \_\_\_\_\_

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

(f) Attainment of Normal Retirement Age. *[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]*

| Rollover                 | After-Tax                | SH                       |                                                                                                                                                                                                                      |
|--------------------------|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Safe Harbor Contributions.]</i>                                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) Upon a Participant becoming Disabled.                                                                                                                                                                            |
| <input type="checkbox"/> | <input type="checkbox"/> | N/A                      | (i) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the BPD.                                                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | N/A                      | (j) Completion of ____ years of service or ____ months of service. <i>[Not applicable with respect to amounts held in a Custodial Account.]</i>                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)                                                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Upon attainment of age ____ and ____ years of participation. <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>             |
| N/A                      | <input type="checkbox"/> | N/A                      | (n) The amounts being withdrawn have been held in the Plan for at least two years. <i>[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (o) Describe: _____                                                                                                                                                                                                  |

**[Note:** Any distribution event described in this AA §10-2 may not discriminate in favor of Highly Compensated Employees. Any event described in subsection (o) may not violate the permissible distribution events under the Plan.]

**10-3 SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- ☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken. *[Select (1) or (2) below, if applicable. If (1) or (2) is not elected, the 100% vested requirement applies to all in-service distributions.]*
  - ☐ (1) The 100% vested requirement only applies to Hardship distributions. *[If not elected, the 100% vested requirement applies to all in-service distributions.]*
  - ☐ (2) The 100% vested requirement applies to all in-service distributions other than Hardship distributions.
- ☐ (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
- ☐ (c) A Participant may not take an in-service distribution of less than \$ \_\_\_\_.
- ☐ (d) A Participant may not take an in-service distribution of more than \$ \_\_\_\_.
- ☐ (e) Unless elected otherwise under this subsection (e), the Hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(6) of the BPD. If this subsection (e) is checked, the Hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- ☐ (f) A Participant may not take an in-service distribution from a Roth Deferral Account.
- ☐ (g) The following are not available to Participants who have had a Severance from Employment:
  - ☐ (1) Qualified Birth or Adoption Distributions (QBADs)
  - ☐ (2) Hardship distributions
- ☐ (h) Other distribution rules: \_\_\_\_\_

**[Note:** Any other distribution rules described in this subsection (h) may not discriminate in favor of Highly Compensated Employees. This subsection (h) may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).]

**SECTION 11**  
**MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- ☒ (a) **Additional valuation dates (optional).** The following Accounts will be valued as of the dates elected below for each contribution type:

| Deferral | Match | ER |  |
|----------|-------|----|--|
|----------|-------|----|--|

|                                     |                                     |                                     |                                                                                                          |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (1) <b>Daily.</b> (i.e., the end of each business day during which the New York Stock Exchange is open.) |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------|

|                          |                          |                          |                                                                     |
|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (2) <b>Monthly.</b> (i.e., the end of each month of the Plan Year.) |
|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------|

|                          |                          |                          |                                                                  |
|--------------------------|--------------------------|--------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) <b>Quarterly.</b> (i.e., the end of each Plan Year quarter.) |
|--------------------------|--------------------------|--------------------------|------------------------------------------------------------------|

|                          |                          |                          |                            |
|--------------------------|--------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) <b>Describe:</b> _____ |
|--------------------------|--------------------------|--------------------------|----------------------------|

*[Must be at least on an annual basis.]*

*[Note: The Employer may elect operationally to perform interim valuations, provided such valuations do not result in discrimination in favor of Highly Compensated Employees.]*

- ☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: \_\_\_\_\_

*[Note: This subsection (b) may be used to describe special rules for different Accounts or investment options. Any special rules may not violate the nondiscrimination rules under Code §401(a)(4).]*

11-2 **DEFINITION OF HIGHLY COMPENSATED EMPLOYEE.** In determining which Employees are Highly Compensated (as defined in Section 1.59 of the BPD), the Top-Paid Group Test does not apply, unless designated otherwise under this AA §11-2.

- ☒ (a) The **Top-Paid Group Test** applies.

- ☐ (b) The **Calendar Year Election** applies.

*[Note: This subsection (b) may be chosen only if the Plan Year is not the calendar year. If this subsection (b) is not selected, the determination of Highly Compensated Employees is based on the Plan Year. See Section 1.59 of the BPD.]*

11-3 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the BPD apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-3 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the BPD.

- ☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.

*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*

- ☐ (b) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection (b) must be consistent with the requirements of Code §415 and the regulations thereunder and must comply with the nondiscrimination requirements under Code §401(a)(4).]*

11-4 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another 403(b) plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the BPD apply.

To modify the default provisions under Section 5.03(e) of the BPD, designate how such rules will apply.

- ☐ Instead of applying the default rules under Section 5.03(e) of the BPD, the Employer will limit Annual Additions in the following manner: \_\_\_\_\_

11-5 **DELEGATION OF ADMINISTRATIVE FUNCTIONS.** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements as well as ERISA, if applicable. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

- 11-6 **FAIL-SAFE COVERAGE PROVISION.** If the Plan fails the minimum coverage test under Code §410(b) due to the application of an allocation condition under AA §6-7 or AA §6B-7, the Employer may amend the Plan in accordance with the provisions of Section 14.02(a) of the BPD to correct the coverage violation.

Alternatively, the Employer may elect under this AA §11-6 to apply a Fail-Safe Coverage Provision that will allow the Plan to automatically correct the minimum coverage violation.

- ☐ (a) The Fail-Safe Coverage Provision (as described under Section 14.02(b)(1) of the BPD) applies to both Matching Contributions and Employer Contributions.
- ☐ (b) The Fail-Safe Coverage Provision (as described under Section 14.02(b)(1) of the BPD) applies only for Matching Contributions.
- ☐ (c) The Fail-Safe Coverage Provision (as described under Section 14.02(b)(1) of the BPD) applies only for Employer Contributions.

*[Note: If the Fail-Safe Coverage Provision applies, the Plan may not perform the average benefit test to demonstrate compliance with the coverage requirements under Code §410(b), except as provided in Section 14.02 of the BPD.]*

- 11-7 **ELECTION NOT TO PARTICIPATE.** (See Section 2.08 of the BPD.) Unless otherwise elected below, all Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to waive participation under the Plan, check below.

- ☐ An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

- 11-8 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the BPD apply.

- ☐ The following special rules apply with respect to Multiple Employer Plans: \_\_\_\_\_

*[Note: Any special rules must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]*

- 11-9 **CLAIMS PROCEDURES.** The Plan Administrator shall establish and maintain reasonable claims procedures as described in Section 11.10 of the BPD. Special rules may be described below.

- ☐ The following special rules apply with respect to claims procedures under Section 11.10 of the BPD: \_\_\_\_\_

*[Note: Any special rules under this AA §11-9 must satisfy the requirements under ERISA Reg. §2560.503-1 and any other applicable guidance. If the Employer adds an arbitration clause to resolve benefit claim disputes, the Employer may not rely on the Plan's opinion letter as to the acceptability of such arbitration clause. The addition of an arbitration clause does not otherwise affect the Employer's reliance on the Plan's opinion letter.]*

- 11-10 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS.**

- ☐ **Describe:** \_\_\_\_\_

*[Note: Any special rule must satisfy the applicable requirements under Code §403(b), in particular the nondiscrimination requirements of Code §401(a)(4).]*

- 11-11 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers both into and out of the Plan. Contract exchanges and plan-to-plan transfers may only be made to those Investment Arrangements currently accepting contributions under the Plan.

- ☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.05 of the BPD:

- ☐ (1) into the Plan.
- ☐ (2) out of the Plan.

- ☐ (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.06 of the BPD:

- ☐ (1) into the Plan.
- ☐ (2) out of the Plan.

- ☐ (c) **Describe special rules applicable to contract exchanges and plan-to-plan transfers:** \_\_\_\_\_

11-12 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. (See Section 15.06 of the BPD.)

- ☐ **Eligibility for Plan benefits.** Check this box if the Plan will treat an individual who dies or becomes disabled in qualified military service as reemployed for purposes of determining entitlement to benefits under the Plan.

11-13 **PROTECTED BENEFITS.** The benefits (including optional forms of benefit) of the Plan are subject to the applicable anti-cutback rules under Code §411(d)(6). If the Plan is being restated onto this Adoption Agreement, this protection applies to any benefits provided in the prior plan document(s) to the extent they cannot be eliminated by amendment. These protected benefits are listed below in (a) (optional). If a permissible change is being made in this Adoption Agreement to a prior distribution option, check and complete subsection (b).

- ☐ (a) **Additional protected benefits.** In addition to the protected benefits described in this Plan, certain other protected benefits are protected from a prior plan document, as described below: \_\_\_\_\_
- ☐ (b) **Elimination of distribution options.** Effective \_\_\_\_, the distribution options described in subsection (1) below are eliminated.
- ☐ (1) **Describe eliminated distribution options:** \_\_\_\_\_
- ☐ (2) **Application to existing Account Balances.** The elimination of the distribution options described in subsection (1) applies to:
- ☐ (i) All benefits under the Plan, including existing Account Balances.
- ☐ (ii) Only benefits accrued after the effective date of the elimination (as described above).

*[Note: The elimination of distribution options must not violate the "anti-cutback" requirements of Code §411(d)(6) and the regulations thereunder, if applicable to the Plan. See Section 14.01(d) of the BPD. If a Code §411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a Code §411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not permitted in a Pre-Approved Plan, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date and shall apply only to the extent required under Code §411(d)(6).]*

**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

*[Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.]*

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:
- 
- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:
- 
- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:
- 
- ☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:
- 
- ☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:
- 
- ☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:
- 
- ☐ A-7 **Safe Harbor 403(b) Plan provisions.** The Safe Harbor 403(b) Plan provisions under AA §6C are effective as follows:
- 
- ☐ A-8 **Special Contributions.** The Special Contribution provisions under AA §6D are effective as follows:
- 
- ☐ A-9 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:
- 
- ☐ A-10 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:
- 
- ☐ A-11 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:
- 
- ☐ A-12 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:
- 
- ☐ A-13 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:
- 
- ☐ A-14 **Special effective date provisions for merged plans.** If any Code §403(b) plans have been merged into this Plan, the provisions of Section 14.04 of the BPD apply as follows:
- 
- ☐ A-15 **Other special effective dates:**
- 
- ☐ A-16 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the Plan and the actual Plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-15) to memorialize these changes or they may use this A-16. If the adopting employer uses A-16, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:
-

**APPENDIX B  
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter. Irrespective of the elections made under this Appendix B, the Employer may permit under separate administrative procedures Participant loans consistent with any federally-declared disaster relief legislation or guidance.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the BPD.)

- ☒ (a) Yes  
☐ (b) No

B-2 **LOAN PROCEDURES.** [*Note: Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.*]

- ☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B and subject to the terms of any governing Investment Arrangement.  
☒ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Under Section 13.02 of the BPD's default loan policy, subject to the terms of any Investment Arrangement, loans are available to all Participants on a reasonable equivalent basis as determined by the Plan Administrator. To override this default provision, complete this AA §B-3.

- ☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.  
☐ (b) A "limited participant" as defined in Section 4.01 of the BPD may not request a loan from the Plan.  
☐ (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.  
☐ (d) Describe limitations on receiving loans under the Plan: \_\_\_\_\_

[*Note: Any limitation under subsection (d) must meet the nondiscrimination requirements under Code §401(a)(4).*]

B-4 **LOAN LIMITS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy and allow loans on the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- ☐ A Participant may take a loan of the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance.

[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.*]

B-5 **NUMBER OF LOANS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- ☐ (a) A Participant may have \_\_\_\_ loans outstanding at any time, subject to any internal administrative limitations imposed by the Investment Arrangement, the service provider or platform.  
☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time provided the restrictions applicable to multiple loans in Section 13.04 of the BPD are satisfied.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- ☐ (a) There is no minimum loan amount.  
☐ (b) The minimum loan amount is \$ \_\_\_\_.  
☐ (c) The maximum loan amount is \$ \_\_\_\_ (no greater than \$50,000).

- ☐ (d) The maximum loan amount is \_\_\_\_% (no greater than 50%) of the Participant's vested Account Balance except as provided in AA §B-4.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- ☐ (a) The prime interest rate plus \_\_\_\_ percentage point(s).

- ☐ (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.

- ☐ (c) Describe: \_\_\_\_\_

[**Note:** Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

- ☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.09(e)(1)(i) of the BPD.

- ☐ (b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

- ☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

- ☐ (a) The cure period for determining when a Participant loan is treated as in default will be \_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

- ☐ (b) The cure period for determining when a loan is treated as in default will be \_\_\_\_ days (cannot exceed 90) following the first missed loan payment.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** The default loan policy under Section 13.07 of the BPD provides that if a Participant loan is for the purchase of a Participant's principal residence, the 5-year repayment period can be extended for a reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans. To override this provision, complete this AA §B-11.

- ☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

- ☐ (b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_\_ years (may not exceed 30), subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

- ☐ (c) Loans for the purchase of a Participant's principal residence may be payable over any reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans, subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

B-12 **SEVERANCE FROM EMPLOYMENT.** The default loan policy under Section 13.11 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.

- ☐ A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** The default loan policy under Section 13.11(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note provided the Participant has not already had a deemed distribution with respect to the note. To override this default provision, complete this AA §B-13.

- ☐ A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.

[**Note:** The Code does not allow IRAs or SEP IRAs to accept rollovers of a Participant loan.]

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

☐ (a) A Participant may **not** renegotiate the terms of a loan.

☐ (b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_

B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.

☐ (a) Participant loans will not be available from the following contribution types: \_\_\_\_\_

☐ (b) Participant loans will only be available from the following contribution types: \_\_\_\_\_

B-16 **SPOUSAL CONSENT.** Under Section 13.08 of the BPD, spousal consent to a Participant loan may be required if the Plan is subject to the Joint and Survivor Annuity requirements under Section 9.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

*[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

**APPENDIX C  
OTHER PLAN ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter. Instead of completing this Appendix C, the Employer may develop separate administrative procedures to address directions of investment, Rollover Contributions and/or QDRO procedures.

**C-1 ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the BPD.)

☐ (a) No

☒ (b) Yes

☒ (1) If this subsection (1) is checked, an Eligible Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the BPD.)

☒ (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Eligible Employees with an Account Balance under the Plan.

☐ (3) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

*[Note: The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]*

**C-2 QDRO PROCEDURES.** The Employer may elect to apply the procedures set forth under Section 11.09 of the BPD (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.09 of the BPD and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

☒ (a) The Employer elects to have the requirements of Section 11.09 of the BPD apply to its Plan.

☐ (b) The requirements of Section 11.09 of the BPD do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

\_\_\_\_\_  
*[Note: Procedures must satisfy the requirements of Code §414(p) and related IRS guidance.]*

EMPLOYER SIGNATURE PAGE

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- ☐ (a) The adoption of a **new plan**, effective \_\_\_\_\_  
[**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- ☒ (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans, pursuant to Rev. Proc. 2021-37.
- (1) Effective date of restatement: January 1, 2026  
[**Note:** Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
- (2) Name of plan(s) being restated: Early Learning Coalition of Broward County, Inc. Retirement Plan
- (3) The original effective date of the plan(s) being restated: September 1, 2002
- ☐ (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans under Rev. Proc. 2021-37). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: \_\_\_\_\_
- (2) Name of plan being amended/restated: \_\_\_\_\_
- (3) The original effective date of the plan being amended/restated: \_\_\_\_\_
- (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: \_\_\_\_\_

**PRE-APPROVED PLAN PROVIDER INFORMATION.** The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

**Name of Pre-Approved Plan Provider (or authorized representative):** VALIC Retirement Services Company

**Address:** 2919 Allen Parkway, L-8, Houston TX 77019

**Telephone number:** (888) 478-7020

**IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. Except to the extent provided in Rev. Proc. 2021-37, an Adopting Employer may rely on a currently valid Favorable IRS Letter as evidence that the plan satisfies the Code § 403(b) Requirements if: (1) the Adopting Employer's Plan is identical to this Nonstandardized Code §403(b) Pre-Approved Plan and (2) the adopting Employer has not amended this Nonstandardized Code §403(b) Pre-Approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in §9.03 of Rev. Proc. 2021-37 (relating to Employer amendments that will not affect reliance). The adopting Employer may not rely on the Favorable IRS Letter in certain other circumstances, which are specified in the Favorable IRS Letter issued with respect to the Plan, or in Rev. Proc. 2021-37. In order to obtain reliance in such circumstances or with respect to certain other Code §403(b) requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that such individual has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Early Learning Coalition of Broward County, Inc.  
(Name of Employer)

Julie Klahr  
(Name of authorized representative)

(Title)

(Signature)

(Date)

**ADDENDUM A**  
**ALLOCATION OF ADMINISTRATIVE FUNCTIONS**

The Employer of a Non-ERISA Salary Reduction Only plan that satisfied the safe harbor conditions of the Department of Labor regulation §2510.3-2(f) may adopt administrative procedures consistent with the Code and the ERISA Safe Harbor.

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective January 1, 2026.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

☒ Administrative functions are specified in a separate service agreement.

DRAFT

**ADDENDUM B**  
**VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective January 1, 2026.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

| Name of Vendor       | Type of Investment Arrangement (e.g., annuity contract, custodial account, etc.) | Active/Inactive |
|----------------------|----------------------------------------------------------------------------------|-----------------|
| Corebridge Financial | Annuity Contract                                                                 | Active          |

**SECURE 2.0 ACT INTERIM AMENDMENT**  
**ELECTIVE PROVISIONS**

These Elective Provisions provide for elections related to the SECURE 2.0 Act Interim Amendment. **All provisions and elections made below are your document Provider's defaults.** Application of the SECURE 2.0 Act Interim Amendment and the Elective Provisions may depend on the Investment Arrangement(s) associated with the Plan.

**ELECTIVE PROVISIONS RELATING TO EMPLOYER CONTRIBUTIONS**

**S2-1. OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS DESIGNATED ROTH NONELECTIVE CONTRIBUTIONS. (S2IA §3.01)**

- ☒ (a) A Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- ☐ (b) Effective \_\_ (insert date on or after December 30, 2022), a Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- ☐ (c) Describe special any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Designated Roth Nonelective Contribution: \_\_\_\_\_

**ELECTIVE PROVISIONS RELATING TO SALARY DEFERRALS**

**S2-2. MANDATORY AUTOMATIC ENROLLMENT. (S2IA §4.01)**

*[Note: The mandatory automatic enrollment requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001). The mandatory automatic enrollment requirements also do not apply to the Pre-Approved 403(b) Plan for 501(c)(3) Organizations and Electing Churches (#08-001) or the Salary Reduction Only 403(b) Plan (#10-001), if such Plan is exempted from the requirements under Code §414A, including a Plan maintained by an Employer that normally employs 10 or fewer Employees, a*

*Plan maintained by an Employer that has been in existence for less than 3 years, or a Plan established before December 29, 2022. (See S2IA §4.01(e).)]*

- ☐ (a) **The Plan is exempt from the mandatory automatic enrollment requirements.** [Note: Designation under this S2-2(a) as to whether the Plan is exempt from the automatic enrollment requirements is optional. The exemption may be determined administratively.]

The Plan is exempt from the mandatory automatic enrollment requirements because:

- ☐ (1) The Plan was established before December 29, 2022.
- ☐ (2) The Plan is maintained by an Employer that normally employs 10 or fewer Employees.
- ☐ (3) The Plan is maintained by an Employer that has been in existence for less than 3 years.
- ☐ (4) The Plan is a governmental plan (within the meaning of Code §414(d).
- ☐ (5) The Plan is a church plan (within the meaning of Code §414(e).

*[Note: If the Plan is exempt from the mandatory automatic enrollment requirements, do not complete the elective provisions under (b) – (f) below. Additionally, an Employer is not required to complete the following elective provisions if the elections in the Adoption Agreement already satisfy the mandatory automatic enrollment requirements.]*

**The following elections apply for the first Plan Year beginning after December 31, 2024 or, if later, the date the Plan is initially effective, unless the Employer designates a special effective date under subsection (f) below.**

- ☐ (b) **Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**
- ☐ (1) **Initial automatic (default) Salary Deferral percentage.** \_\_\_\_% of Plan Compensation (percentage must be between 3% and 10%)
- ☐ (2) **Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral is increased by 1 percentage point until the percentage is \_\_\_\_% of Plan Compensation (must be at least 10%, but may not exceed 15%)
- ☐ (3) **Special application of automatic increase provisions.** The Employer may describe under this subsection (3) special rules applicable to automatic increase provisions: \_\_\_\_\_

*[Note: Special rules must satisfy all applicable statutory and regulatory requirements.]*

- ☐ (c) **Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (b) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.
- ☐ (1) **Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:
- ☐ (i) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. **(Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).**
- ☐ (ii) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.
- ☐ (iii) Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (b)(1). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.
- ☐ (iv) Describe: \_\_\_\_\_
- ☐ (2) **Expiration of affirmative deferral elections.** Unless this subsection (2) is elected, for purposes of the automatic (default) Salary Deferral provisions of the Plan, a Participant's affirmative Salary Deferral election will not expire. If this subsection (2) is elected, a Participant's affirmative Salary Deferral election will expire:
- ☐ (i) At the end of each Plan Year.

☐ (ii) Describe date that the affirmative Salary Deferral election will expire: \_\_\_\_\_

Expiration applies to the following:

☐ (iii) All affirmative Salary Deferral elections.

☐ (iv) Only to affirmative Salary Deferral elections that are less than the current automatic (default) Salary Deferral rate.

If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic (default) Salary Deferral percentage as specified in the Plan pursuant to the automatic (default) Salary Deferral provisions. Each year, the Participant may always complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage.

(3) **Treatment of automatic (default) Salary Deferral.** Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (3).

☐ Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Roth Deferrals.

[*Note: This subsection (3) may only be checked if Roth Deferrals are permitted under the Plan.*]

(d) **Permissive redetermination of periods without automatic (default) Salary Deferrals.** The uniform automatic (default) Salary Deferral percentages under (b) above are based on the date the Employee's initial period begins. However, if, after the Employee's initial period began, the Employee did not have automatic (default) Salary Deferral made for an entire Plan Year, then an Employee's initial period is redetermined as follows or under separate administrative procedures: (If no elections are made below or under separate administrative procedures, the initial period is not redetermined.)

☐ (1) **Redetermination for Employee who became ineligible.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made solely because the Employee was not eligible to make Salary Deferrals under the Plan for that Plan Year, then the Employee's initial period is redetermined so that it begins on the date the Employee is again eligible to make Salary Deferrals under the Plan.

☐ (2) **Redetermination for Employee who remained eligible and made an affirmative Salary Deferral election.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made to the Plan solely because the Employee made an affirmative Salary Deferral election in a different amount (including an election not to make Salary Deferrals), then the Employee's initial period is redetermined so that it begins:

☐ (i) On the first day of the Plan Year that begins after the first full Plan Year in which the affirmative election was in effect.

☐ (ii) Describe date for which an Employee's initial period is redetermined (may not be earlier than the first day of the Plan Year beginning after the last day of the Plan Year that follows the Plan Year that includes the date the initial period began): \_\_\_\_\_

(e) **Permissible withdrawals.**

(1) **Time period for electing a permissible withdrawal.** A Participant who had an automatic (default) Salary Deferral made under the Plan must be allowed to withdraw such contributions (and earnings attributable thereto). Unless otherwise elected below, a Participant must request a permissible withdrawal no later than 90 days after the date of the Participant's first automatic (default) Salary Deferral under the EACA.

☐ Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which automatic (default) Salary Deferral are withheld would otherwise have been included in gross income.

(2) **Employee with no automatic (default) Salary Deferral for a full Plan Year.** Unless elected otherwise below, an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan (e.g., a Participant who terminated employment) may elect a permissible withdrawal within the applicable time period if automatic (default) Salary Deferral begin at a later time (e.g., the Employee is rehired).

☐ The ability to take permissible withdrawals does not apply to an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan.

☐ (f) Describe special rules, including effective date rules, applicable to the mandatory automatic enrollment under the Plan: .

**S2-3. AGE 50 CATCH-UP CONTRIBUTIONS. (S2IA §4.02) [If the Employer has elected to not permit Age 50 Catch-Up Contributions under the Adoption Agreement, no elections are necessary under this §S2-3. Note that the Plan default is that the Plan permits Age 50 Catch-Up Contributions.]**

- (a) **Age 50 Catch-Up Contribution elections.** Unless otherwise elected under this §S2-3(a), a Plan that permits Age 50 Catch-Up Contributions added the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63, effective for taxable years beginning on January 1, 2025.
- ☐ (1) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63 is not permitted under the Plan.
  - ☐ (2) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 – 63 was added to the Plan effective \_\_\_\_ [insert date after January 1, 2025].
  - ☐ (3) The higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 were permitted for taxable years beginning on or after January 1, 2025, but are no longer permitted under the Plan, effective \_\_\_\_ [insert date].
  - ☐ (4) Collectively Bargained Employees who are eligible to make Salary Deferrals under the Plan are not eligible for the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63.

- (b) **Age 50 Catch-Up Contributions that are eligible for Matching Contributions.** Unless elected otherwise under this §S2-3(b), a Plan that includes an election to make Age 50 Catch-Up Contributions that are eligible for Matching Contributions (see AA §6B-3) will provide such Matching Contributions on all Age 50 Catch-Up Contributions (including higher Age 50 Catch-Up Contributions) that are permitted under the Plan.
- ☐ (1) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are not eligible for Matching Contributions.
  - ☐ (2) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Matching Contributions on higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are no longer made to the Plan, effective \_\_\_\_ [insert date after January 1, 2025].
  - ☐ (3) Describe any special rules or provisions, including effective dates, relating to Age 50 Catch-Up Contributions and their eligibility for Matching Contributions: \_\_\_\_\_

*[Note: If no elections are made above, the Plan will treat higher Age 50 Catch-Up Contributions in the same manner as Age 50 Catch-Up Contributions as designated under AA §6B-3.]*

(c) **Elections relating to Roth Deferrals and Age 50 Catch-Up Contributions.**

- ☐ (1) Age 50 Catch-Up Contributions are removed from the Plan effective \_\_\_\_ [insert date on or after January 1, 2024].
- ☐ (2) Roth Deferrals are added to the Plan effective \_\_\_\_ [enter a date on or after January 1, 2024].

*[Note: In lieu of making elections under this subsection (c), the Employer may make appropriate elections (i.e., to remove Age 50 Catch-Up Contributions or to add Roth Deferrals) under the Adoption Agreement. If Roth Deferrals are added under (2) above, the Plan defaults for Roth Deferrals will apply unless otherwise described under subsection (f) below.]*

- ☐ (3) Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- ☐ (4) Highly Compensated Employees and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- ☐ (5) Highly Compensated Employees with net earnings from self-employment for the preceding calendar year that exceeded \$150,000 (as adjusted) and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.

(d) **Deemed Roth Age 50 Catch-Up Contribution election.** Unless elected otherwise below, the Plan deems a Participant who is subject to the Roth Age 50 Catch-Up Contribution requirement to have irrevocably designated any Age 50 Catch-Up Contributions as a Roth Deferral.

- ☐ (1) The Plan does not provide for a deemed Roth Catch-Up Contribution election, unless the Plan Administrator notifies the Participant of such a deemed Roth Catch-Up Contribution election before the Participant makes a Salary Deferral election. (See SECURE 2.0 Act IA §4.02(d).)

- ☐ (2) The Plan does not provide for a deemed Roth Catch-Up Contribution election. The Participant must make an election to treat Catch-Up Contributions as Roth Catch-Up Contributions. (See SECURE 2.0 Act IA §4.02(d).)
- ☐ (e) **Aggregation of employers for determining the “employer sponsoring the Plan” for purposes of Code §414(v)(7).** For purposes of Code §414(v)(7) and determining wages from the “employer sponsoring the Plan,” the following employers are aggregated, as allowed under Treas. Reg. §1.414(v)-2(b)(4) (e.g., employers using a common paymaster or part of a Related Employer group): \_\_\_\_\_
- [*Note: In lieu of listing aggregated employers above, the Employer may describe such aggregated employers in a separate written administrative procedure.*]
- ☐ (f) Describe other special rules or provisions, including effective date rules, relating to Age 50 Catch-Up Contributions: \_\_\_\_\_

**S2-4. LTPT EMPLOYEES. (S2IA §4.03)** Effective for Plan Years beginning on or after January 1, 2025, the Plan must permit LTPT Employees to make Salary Deferrals into the Plan, as required under Code §§403(b)(12). The Employer may make elections under this Elective Provisions §S2-4 consistent with the requirements of Code §§403(b)(12) and S2IA §4.03. Elections under this Elective Provisions §S2-4 are not necessary if no Employees will ever be eligible to make Salary Deferrals solely because of the LTPT Employee requirements or if the Plan is not subject to Title I of ERISA.

[*Note: Because the LTPT Employee requirements do not apply to plans not subject to Title I of ERISA, these requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Salary Reduction Only Plan (#10-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001).*]

- ☐ (a) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.
- In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan: [Note: The elections below are effective for Plan Years beginning on or after January 1, 2025 or such later date as designated.]
- ☐ (1) All available Employer Contributions and Matching Contributions, effective \_\_\_\_.
- ☐ (2) Employer Contributions (including Qualified Nonelective Employer Contributions), effective \_\_\_\_.
- ☐ (3) Matching Contributions (including Qualified Matching Contributions), effective \_\_\_\_.
- ☐ (4) Safe Harbor 403(b) Plan Contributions, effective \_\_\_\_.
- ☐ (5) Describe: \_\_\_\_\_
- ☐ (b) **Eligibility Computation Period (ECP).** Unless elected otherwise below, the ECP rules under the Plan apply to LTPT Employees.
- ☐ (1) The ECP for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.
- ☐ (2) Describe ECP rules applicable to LTPT Employees: \_\_\_\_\_
- [*Note: Any description under this (2) must be consistent with requirements for ECPs under the Plan.*]
- ☐ (c) **Entry Date.** Unless elected otherwise below, the Entry Date rules under the Plan apply to LTPT Employees.
- ☐ (1) The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.
- ☐ (2) Describe the Entry Date rules applicable to LTPT Employees: \_\_\_\_\_
- [*Note: Any description under this (2) must be consistent with requirements for Entry Dates under the Plan.*]
- (d) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:
- ☐ (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.
- ☐ (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.
- (e) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:
- ☐ LTPT Employees are not permitted to make Roth Deferrals under the Plan.
- (f) **After-Tax Employee Contributions.** LTPT Employees may make After-Tax Employee Contributions if After-Tax

Employee Contributions are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make After-Tax Employee Contributions under the Plan.

- (g) **Rollover Contributions.** LTPT Employees may make Rollover Contributions if Rollover Contributions are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make Rollover Contributions under the Plan.

- (h) **Automatic Contribution Arrangements.** LTPT Employees are subject to the Plan's Automatic Contribution Arrangement provisions (including automatic escalation), unless the Employer elects otherwise below:

☐ (1) LTPT Employees are not subject to the Automatic Contribution Arrangement provisions of the Plan.

☐ (2) LTPT Employees are subject to the Plan's Automatic Contribution Arrangement provisions (**excluding automatic escalation**).

*[Note: If the Plan is subject to the mandatory automatic enrollment rules under S2IA §4.01, LTPT Employees must be automatically enrolled in the Plan and the above elections do not apply.]*

- (i) **Vesting Computation Periods (VCPs).** LTPT Employee will not receive vesting credit for VCPs beginning before January 1, 2023, unless the Employer elects otherwise below:

☐ (1) All VCPs beginning before January 1, 2023 will be taken into account for determining vesting credit for LTPT Employees.

☐ (2) Describe the VCPs beginning before January 1, 2023 that will be taken into account for determining vesting credit for LTPT Employees: \_\_\_\_\_

- (j) **Nondiscrimination and coverage election.** If the Plan is not a Safe Harbor 403(b) Plan, the Employer may administratively elect on an annual basis to exclude LTPT Employee from all nondiscrimination and coverage tests.

If the Plan is a Safe Harbor 403(b) Plan, the Employer excludes LTPT Employees from all nondiscrimination and coverage tests, unless elected otherwise below:

☐ The Plan is a Safe Harbor 403(b) Plan and the Employer elects to INCLUDE LTPT Employees in all nondiscrimination and coverage tests. (The Employer must make this nondiscrimination and coverage election before the Plan Year for which the election applies.)

- (k) **Automatic Increase for Participants with Affirmative Salary Deferral election.** LTPT Employees are subject to the Plan's provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.

☐ LTPT Employees are not subject to the Plan's provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.

- ☐ (l) **Describe other rules applicable to LTPT Employees.** \_\_\_\_\_

*[Note: Any rules under this (l) must be consistent with requirements for the participation of LTPT Employees as set forth under S2IA §4.03.]*

## **S2-5. STARTER 403(b) PLANS FOR EMPLOYERS WITH NO RETIREMENT PLAN. (S2IA §4.05)**

*[Note: The Starter 403(b) Plan provisions do not apply to Pre-Approved Public School/Dual Purpose 403(b) Plan (#12-001).]*

- ☐ **Establishment of Starter 403(b) Plan.** The Employer establishes a Starter 403(b) Plan, as of the effective date indicated on the Employer Signature Page of the Adoption Agreement. The effective date may be no earlier than December 31, 2023.

An Employer adopting a Starter 403(b) Plan should complete the Adoption Agreement consistent with the requirements applicable to a Starter 403(b) Plan, as described under S2IA §4.05. The Employer must designate an automatic (default) deferral percentage of at least 3% and not more than 15%, a minimum service requirement of not more than one Year of Service, a minimum age requirement of not more than age 21, and an Entry Date.

## **S2-6. PENSION-LINKED EMERGENCY SAVINGS ACCOUNT (PLESA). (S2IA §4.06)**

- (a) **Establishment of a PLESA.** Unless otherwise elected below, the Plan does not include PLESAs.

☐ Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Employer establishes, as part of the Plan, a PLESA for the benefit of eligible Participants, as provided under Code §402A(e) and ERISA §§801 – 804.

- (b) **Elections relating to PLESAs.** If PLESAs are established under the Plan, the Employer may make the following

elections:

- ☐ (1) Instead of \$2,500 the Plan limits the portion of a Participant's Account attributable to PLESA contributions to \$ \_\_\_\_ [insert amount less than \$2,500]
- ☐ (2) Instead of requiring an affirmative election by a Participant to contribute to the PLESA, the Plan will automatically enroll eligible Participants at a rate of \_\_\_\_% [must be 3% or less]

#### ELECTIVE PROVISIONS RELATING TO MATCHING CONTRIBUTIONS

##### S2-7. OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS DESIGNATED ROTH MATCHING CONTRIBUTIONS. (S2IA §5.01)

- ☒ (a) A Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- ☐ (b) Effective \_\_\_\_ [insert date on or after December 30, 2022], a Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- ☐ (c) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Designated Roth Matching Contribution: \_\_\_\_\_

##### S2-8. TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS (QSLPs) AS SALARY DEFERRALS FOR PURPOSES OF MATCHING CONTRIBUTIONS. (S2IA §5.02)

- ☒ (a) The Plan does not treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions.
- ☐ (b) Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Plan will treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of the SECURE 2.0 Act.
- ☐ (c) Describe any special rules relating to the treatment of QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions: \_\_\_\_\_

##### S2-9. FEDERAL SAVER'S MATCHING CONTRIBUTION. (S2IA §5.03)

- ☒ (a) Employer will not accept receipt of the federal saver's matching contribution.
- ☐ (b) The Employer elects to accept the receipt of the federal saver's matching contribution, effective \_\_\_\_ [insert date on or after January 1, 2027].
- ☐ (c) Describe special rules applicable to the federal saver's matching contribution: \_\_\_\_\_

#### ELECTIVE PROVISIONS RELATING TO DISTRIBUTIONS

##### S2-10. AVAILABILITY OF INVOLUNTARY CASH-OUT DISTRIBUTIONS. (S2IA §6.01)

- ☐ (a) **No change to Involuntary Cash-Out Distribution related-provisions as elected under the Adoption Agreement and as applicable before January 1, 2024 (i.e., prior to the effective date of §304 of the SECURE 2.0 Act).**
- ☒ (b) **Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], a Participant who has a Severance from Employment with a vested Account Balance of \$7,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under the Plan.
- ☐ (c) **No Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], the Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan.
- ☐ (d) **Lower Involuntary Cash-Out Distribution threshold.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:
  - ☐ (1) \$1,000
  - ☐ (2) \$5,000
  - ☐ (3) \$ \_\_\_\_ (must be less than \$7,000)
- ☐ (e) **Application to spousal consent requirements.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January

1, 2024], if the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (e) is elected, the elections in subsections (a) - (d) do not apply in determining the dollar threshold for spousal consent under the Plan and instead the spousal consent threshold is \$7,000 or such lower amount as selected below:

- ☐ (1) \$1,000
- ☐ (2) \$5,000
- ☐ (3) \$\_\_\_\_ (must be less than \$7,000)
- ☐ (f) Describe any special rules relating to Involuntary Cash Out Distributions and/or spousal consent requirements: \_\_\_\_\_

**S2-11. AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. (S2IA §§6.02, 6.03, 6.04, 6.05, 6.07)** A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this S2-11. If more than one option is selected for a particular contribution type under this S2-11, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this S2-11.

If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under S2-11. Unless otherwise described under S2-11(e), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

[**Note:** In-service distributions must satisfy the distribution restrictions applicable to Custodial Accounts and Salary Deferral Accounts.]

| All Available Sources    | Deferral                 | Match                    | ER                       | R/O                      | AT                       | SH                       |                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) As an Emergency Personal Expense Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) As a Domestic Abuse Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) As a Qualified Long-Term Care Distribution beginning December 30, 2025, or, if later, ____ [insert date after December 30, 2025].                                                                                                                                                                                                                                                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) As a Terminally Ill Individual Distribution beginning December 30, 2022, or, if later, ____ [insert date after December 30, 2022].<br>[ <b>Note:</b> Not available with respect to Salary Deferrals or amounts held under a Custodial Account unless legislation amends Code §72(t)(2)(L) to allow a Terminally Ill Individual Distribution as a permissible distribution event under Code §403(b).] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Describe: _____                                                                                                                                                                                                                                                                                                                                                                                      |

[**Note:** Unless designated otherwise under subsection (e), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (e). Any event described in subsection (e) may not violate the permissible distribution events under the Plan.]

- ☐ (f) **Special distribution rules for in-service distributions.**
- ☐ (1) The following are not available to Participants who have had a Severance from Employment:
- ☐ (i) Emergency Personal Expense Distributions
- ☐ (ii) Domestic Abuse Distributions

- ☐ (iii) Qualified Long-Term Care Distributions
- ☐ (iv) Terminally Ill Individual Distributions
- ☐ (2) The following are not available unless the Participant is 100% vested in the source from which the distribution is taken:
  - ☐ (i) Emergency Personal Expense Distributions
  - ☐ (ii) Domestic Abuse Distributions
  - ☐ (iii) Qualified Long-Term Care Distributions
  - ☐ (iv) Terminally Ill Individual Distributions
- ☐ (3) Unless otherwise elected below, Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts, effective for Plan Years beginning on or after January 1, 2024.
  - ☐ (i) Hardship distributions may NOT include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts.
  - ☐ (ii) Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral, effective \_\_\_\_ [insert date after January 1, 2024].
- ☐ (4) Unless otherwise elected below, Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor Contribution and QACA Safe Harbor Contribution Accounts (including earnings), effective for Plan Years beginning January 1, 2024.
  - ☐ (i) Hardship distributions may NOT include the following Accounts (including earnings):
    - ☐ (A) QNEC Account
    - ☐ (B) QMAC Account
    - ☐ (C) Traditional Safe Harbor Contribution Accounts
    - ☐ (D) QACA Safe Harbor Contribution Accounts.
  - ☐ (ii) Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor and QACA Safe Harbor Accounts (including earnings), effective \_\_\_\_ [insert date after January 1, 2024].
- ☐ (5) Describe any special rules relating to Hardship distributions: \_\_\_\_\_
- ☐ (6) Other distribution rules: \_\_\_\_\_

**S2-12. PEP FIDUCIARY FOR COLLECTING CONTRIBUTIONS TO THE PEP. (S2IA §8.01)**

- ☐ Instead of the PPP, the fiduciary for collecting contributions to the PEP is: \_\_\_\_\_

**S2-13. SPECIAL PROVISIONS.**

If the Employer wishes to provide additional or clarifying provisions to this SECURE 2.0 Act Interim Amendment, the Employer may include such provisions below.

- ☐ Describe any special rules related to this SECURE 2.0 Act Interim Amendment: \_\_\_\_\_

**APPLICATION OF SECURE 2.0 ACT INTERIM AMENDMENT**

Pursuant to Revenue Procedure 2023-37 and Section 14.01(a) of the Plan, this SECURE 2.0 Act Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment applies to the signatory Employer and all Participating Employers under the Plan.