

**PARTICIPATION AGREEMENT**

**19. 2nd PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**20. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**21. 3rd PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**22. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**23. 4th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**24. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**25. 5th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**26. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**27. 6th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**28. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**29. 7th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**30. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**31. 8th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of:

\_\_\_\_\_

**32. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**33. 9th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of: \_\_\_\_\_

**34. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**35. 10th PARTICIPATION AGREEMENT**

- a.  N/A
- b.  Participation Effective Date. The Participating Employer's adoption of this Plan is effective as of: \_\_\_\_\_

**36. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:**

- a. \_\_\_\_\_  
Name of Participating Employer:
- b. \_\_\_\_\_  
Name of Signatory Employer:
- c. \_\_\_\_\_

**DOCUMENT INFORMATION**

**37. Supporting Forms**

- a.  Includes SPD (8.5 x 11) Tax Notice (402(f)) and Administrative Forms
- b.  No Forms
- c.  Select Individual Forms
  - 1.  SPD 8.5 x 11
  - 2.  Tax Notices (402(f))
  - 3.  Administrative Forms (select all that apply)
    - a.  General Forms
    - b.  Loan Forms (applies only if loans to Participants are permitted)
    - c.  Distribution Forms (Hardship)

**Additional Supporting Forms**

- d.  Appendix for Plan Expense Allocations (appears at the end of the SPD)

**Font Options**

- e.  12pt Times (Summary) — 9pt Times (Administrative Forms)
- f.  11pt Arial (Summary) — 8.5pt Arial (Administrative Forms)

**Format**

- g.  Standard (letter size, single spaced)
- h.  Double Spaced

**Margins**

- i.  Ragged
- j.  Right justified margins

**To the Plan Administrator - Explanation of Forms**

Many of the forms packages include an explanation to the Plan Administrator as the first page of the forms package unless k. is selected below:

- k.  Do NOT include administrator page with forms packages.

**38. Do you want an Adoption Agreement**

- a.  Yes
  - Font Options**
  - 1.  9pt Times
  - 2.  8.5pt Arial
- b.  No

**INCLUDE the following interim amendment(s)?**

- c.  HEART/WRERA Amendment

**39. Adoption Agreement Copyright Name**

a. \_\_\_\_\_

**40. Footer Date for Summary and Adoption Agreement**

- a.  Yes
- b.  No

**41. Title of Adoption Agreement**

**403(b) Adoption Agreement for** \_\_\_\_\_  
(will appear on first page of Adoption Agreement)

- a. \_\_\_\_\_
- b. \_\_\_\_\_

**Skip to 50.**

**LOAN POLICY**

**50. Complete this question to provide information on the Loan Policy only if 15b has been selected.**

- a.  **Borrower qualification.**
  - 1.  No investigation.
  - 2.  Must be creditworthy.
- b.  **Loan limitations.**
  - 1.  Refinancing.
    - a.  Not permitted.
    - b.  Permitted. A refinance for purposes of the limit on number of loans is:
      - 1.  Not treated as an additional loan.
      - 2.  Treated as an additional loan.
  - 2.  Purpose.
    - a.  Any reasonable purpose.
    - b.  May not borrow except for: \_\_\_\_\_
  - 3.  Account ordering. Loan will come first from (Roth, pre-tax deferrals or other accounts):
    - a.  Participant's choice
    - b.  Plan Administrator's choice
    - c.  As follows:
      - 1.  first: \_\_\_\_\_
      - 2.  second: \_\_\_\_\_
      - 3.  third: \_\_\_\_\_
- c.  **Loan terms.**
  - 1.  Directed/general Trust investment.
    - a.  Directed.
    - b.  General.
  - 2.  Charges.
    - a.  apply to borrower's account.
    - b.  apply to overall Trust or Employer pays.

- 3.  Loan acceleration. Upon the following:
  - a.  Separation/severance. Not applicable to parties in interest.
  - b.  Plan termination.
- 4.  Leave of absence.
  - a.  Military.
    - 1.  Suspend payments.
    - 2.  Not suspend.
- d.  **Default.**
  - 1.  Maximum grace period applies.
  - 2.  No grace period.
  - 3.  Includes false statements.
  - 4.  No new loan if:
    - a.  Current default.
    - b.  Current or prior default.

- 2.  Short-term QDIA (120 day maximum):
  - \_\_\_\_\_ (insert name)
  - Short-term QDIA characteristics (select all that apply)
  - a.  Investment objectives: \_\_\_\_\_
  - b.  Risk/return characteristics: \_\_\_\_\_
  - c.  Fees/expenses: \_\_\_\_\_

**Frequency of opt-out election.** Participants are allowed to elect out of the default investment (select one):

- f.  at any time.
- g.  quarterly.
- h.  Other: \_\_\_\_\_  
(must be at least quarterly)

**OTHER PROVISIONS**

**51. QDIA. (Qualified Default Investment Alternatives)**

- a.  No
- b.  Yes (leave c. - i. blank if these will be completed in participant notices at a later time)

The basic QDIA(s) are: (select c. or d.)

- c.  **Single Primary QDIA.**  
\_\_\_\_\_ (insert name of the QDIA)

QDIA characteristics (select all that apply)

- 1.  Investment objectives: \_\_\_\_\_
- 2.  Risk/return characteristics: \_\_\_\_\_
- 3.  Fees/expenses: \_\_\_\_\_

- d.  **Multiple Primary QDIA.**

QDIA characteristics (select all that apply)

- 1.  Investment objectives: \_\_\_\_\_
- 2.  Risk/return characteristics: \_\_\_\_\_
- 3.  Fees/expenses: \_\_\_\_\_

- 4.  Description of Investments (select all that apply)

| Year of NRA | Name of Investment |
|-------------|--------------------|
| a. _____    | 1. _____           |
| b. _____    | 1. _____           |
| c. _____    | 1. _____           |
| d. _____    | 1. _____           |
| e. _____    | 1. _____           |
| f. _____    | 1. _____           |
| g. _____    | 1. _____           |
| h. _____    | 1. _____           |
| i. _____    | 1. _____           |
| j. _____    | 1. _____           |

- e.  **Transitional QDIAs** (select all that apply or leave blank if not applicable)

- 1.  Grandfathered (pre-12/24/07) QDIA:  
\_\_\_\_\_ (insert name)

**Fees/restrictions.** The following fees and/or restrictions will apply for transfers out of the default election:

- i.  \_\_\_\_\_

**Contact Information.**

- j.  Contact information to obtain further information on the QDIA:
  - 1. Name \_\_\_\_\_
  - 2. \_\_\_\_\_  
(Street - Physical not P.O. Box)
  - 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_  
(City) (State) (Zip)
  - 6. Telephone: \_\_\_\_\_
  - 7. Fax: (optional) \_\_\_\_\_
  - 8. Email address: (optional) \_\_\_\_\_

**SUPPORTING FORMS INFORMATION**

**52. If Appendix** for Plan Expense Allocations selected, include the plan expenses that may be assessed against an individual participant's account? (select a. or all that apply at b. - o.) (skip unless 37d selected)

- a.  No - not known or appendix will be completed later.
- b.  Distribution following termination. Amount: \$ \_\_\_\_\_
- c.  Limitation on small account distributions. The Plan will not charge any fee for processing a distribution if participant's vested account balance does not exceed \$ \_\_\_\_\_
- d.  Installment distribution. Amount: \$ \_\_\_\_\_  
(applies only if installments selected under form of distributions)
- e.  Administrative processing fee to eliminate certain small account distributions.
- f.  Participant loan. (applies only if loans to participants are permitted)
  - 1.  Amount of application fee: \$ \_\_\_\_\_
  - 2.  Amount of annual maintenance fee: \$ \_\_\_\_\_
- g.  QDRO. Amount: \$ \_\_\_\_\_
- h.  Hardship distribution. Amount: \$ \_\_\_\_\_
- i.  In-service distribution. Amount: \$ \_\_\_\_\_  
(applies only if in-service distributions are permitted)
- j.  RMD. Amount: \$ \_\_\_\_\_
- k.  Participant direction of investment: brokerage account option. Amount: \$ \_\_\_\_\_ (applies only if Participant directed investments are permitted)

- l.  Benefit calculation. Calculation of benefits, including determination of substantially equal payments.  
Amount: \$ \_\_\_\_\_
- m.  Other (describe) \_\_\_\_\_
- n.  Other (describe) \_\_\_\_\_
- o.  Other (describe) \_\_\_\_\_

- 53. COLA - update the SPD for the 2018 limits (optional)** (Note: The SPD currently reflects the 2017 dollar limitations on benefits and contributions)
- a.  Include amounts for the 2018 tax year as follows: (select all that apply)
    - 1.  Annual compensation limit (401(a)(17)): \$ \_\_\_\_\_
    - 2.  415 dollar limit: \$ \_\_\_\_\_
    - 3.  403(b) deferral limit: \$ \_\_\_\_\_
    - 4.  403(b) catch-up limit: \$ \_\_\_\_\_

**REQUIRED UPDATES**

- 54. HEART/WRERA Amendment - Optional elections**  
2.2 HEART ACT provisions (Article III).  
**Continued benefit accruals.** Amendment Section 3.2 will NOT apply unless elected below:
- a.  The provisions of Amendment Section 3.2 apply effective as of: (select one)
    - 1.  the first day of the 2007 Plan Year.
    - 2.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

However, the provisions no longer apply effective as of: (select if applicable)

    - 3.  \_\_\_\_\_
- Differential pay.** Differential wage payments (as described in Amendment Section 3.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:
- b.  In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 3.3(ii)):
    - 1.  the inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
    - 2.  the inclusion only applies to Compensation for purposes of Elective Deferrals.
- Distributions for deemed severance of employment.** The Plan permits distributions pursuant to Amendment Section 3.4 unless otherwise elected below:
- c.  The Plan does not permit such distributions.
  - d.  The Plan permits such distributions effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

- 55. HEART/WRERA Amendment**  
2.3 WRERA (RMD waivers for 2009). The provisions of Amendment Section 4.1 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless otherwise elected below:
- a.  The provisions of Amendment Section 4.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
  - b.  RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).

- c.  Other: \_\_\_\_\_
- For purposes of Amendment Section 4.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):
- d.  2009 RMDs and Extended 2009 RMDs (both as defined in Article IV of this Amendment).
  - e.  2009 RMDs (as defined in Article IV of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

- 56. Execution for Page Substitution Amendment Only**
- a.  If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Section(s) \_\_\_\_\_
    - 1. effective \_\_\_\_\_
    - 2. by substitute Adoption Agreement page number(s) \_\_\_\_\_.

- 57. Qualified Reservist Distributions.**
- a.  Qualified Reservist Distributions are allowed effective as of \_\_\_\_\_ (may not be earlier than September 12, 2001).
  - b.  Qualified Reservist Distributions are NOT allowed.

- 58. Plan Administrator**
- a.  Employer, using Employer's address and phone
- OR**
- b.  Other \_\_\_\_\_ (Name)
- AND, if Other selected**
- 1.  Use Employer's address and phone
  - 2.  Use address and phone below
- a. \_\_\_\_\_ (Street--Physical not P.O. Box)
  - b. \_\_\_\_\_ (City) c. \_\_\_\_\_ (State) d. \_\_\_\_\_ (Zip)
  - e. Telephone ( ) \_\_\_\_\_