

PARTICIPATION AGREEMENT

51. 1st PARTICIPATION AGREEMENT

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

52. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

53. 2nd PARTICIPATION AGREEMENT

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

54. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

55. 3rd PARTICIPATION AGREEMENT

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

56. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

57. 4th PARTICIPATION AGREEMENT

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

58. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

59. 5th PARTICIPATION AGREEMENT

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

60. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

61. 6th PARTICIPATION AGREEMENT

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

62. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

63. 7th PARTICIPATION AGREEMENT

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

64. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

65. 8th PARTICIPATION AGREEMENT

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

66. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

67. 9th PARTICIPATION AGREEMENT

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

68. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

69. 10th PARTICIPATION AGREEMENT

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

70. SPECIAL PARTICIPATING EMPLOYER PLAN PROVISION EFFECTIVE DATES:

a. _____

Name of Participating Employer:

b. _____

Name of Signatory Employer:

c. _____

DOCUMENT INFORMATION

71. Supporting Forms

- a. Includes Q&A SPD (8.5 x 11), Annual Notices, Tax Notices (402(f)) and Administrative Forms
- b. No Forms
- c. Select Individual Forms
 - 1. SPD-8.5 x 11
 - 2. Annual Contribution Notices

- 3. Tax Notices (402(f))
- 4. Administrative Forms (select all that apply)
 - a. General Forms
 - b. Distribution Forms (General) (do not select if indiv accts)
 - c. Distribution Forms (Death) (do not select if indiv accts)
 - d. Distribution Forms (In-Service) (do not select if indiv accts)
 - e. Loan Forms (applies only if loans to Participants are permitted)

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.

72. 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

73. Adoption Agreement Copyright Name

a. _____

74. Footer Date for Summary and Adoption Agreement

- a. Yes
- b. No

75. Title of Adoption Agreement 403(b) Adoption Agreement for _____

(will appear on first page of Adoption Agreement)

a. _____

b. _____

Skip to 81.

LOAN POLICY

81. Complete this question to provide information on the Loan Policy only if 48b 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.

OTHER PROVISIONS

82. **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.** (skip to e.)
- _____
- (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)
 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).

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

SUPPORTING FORMS INFORMATION

83. 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 71d selected)
- No - not known or appendix will be completed later.
 - Distribution following termination. Amount: \$ _____
 - 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 \$ _____
 - Installment distribution. Amount: \$ _____
(applies only if installments selected under form of distributions)
 - Administrative processing fee to eliminate certain small account distributions.
 - Participant loan. (applies only if loans to participants are permitted)
 - Amount of application fee: \$ _____
 - Amount of annual maintenance fee: \$ _____
 - QDRO. Amount: \$ _____
 - Hardship distribution. Amount: \$ _____
 - In-service distribution. Amount: \$ _____
(applies only if in-service distributions are permitted)
 - RMD. Amount: \$ _____
 - Participant direction of investment: brokerage account option.
Amount: \$ _____
(applies only if Participant directed investments are permitted)
 - Benefit calculation. Calculation of benefits, including determination of substantially equal payments.
Amount: \$ _____
 - Other (describe) _____
 - Other (describe) _____
 - Other (describe) _____

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

85. **Annual Contribution and Annual Investment Notices.** Include optional language (applies for ALL plans with QDIA provisions or with safe harbor or automatic contribution provisions)
- Effective Date.** Fill in effective date of notice(s). Notice is effective for Plan Year beginning on: _____
 - Fax/Email.** Include additional information for plan administrator: (select all that apply - leave 1a and/or 2a blank if these will be completed in notice at a later time)
 - Fax
 - _____
 - Email address
 - _____

- Cover Letter** Include Annual Notices cover letter
 - Date.** Cover letter should be dated as follows: (optional) _____
 - Employer Contact.** Include contact name: (optional) _____
- Separate Letter for QDIA.** Include separate cover letter for Annual Investment Notice (QDIA) (only applies if QDIA AND safe harbor or automatic contribution provisions).
- Signature.** Name of sponsor/firm sending cover letters to Employer: _____

Supplemental Safe Harbor Notification. Select all that apply (only for 403(b) plans with Safe Harbor Nonelective "maybe" contribution provisions)

- Blank notice.** Include blank notice for future Plan Years.
- Filled-in notice.** Include completed notice for current Plan Year (1. and 2. below must be completed)
 - Plan Year End Date.** Fill in effective date of notice. Notice is effective for Plan Year ending on: _____
(month day, year)
 - Safe Harbor Nonelective Contribution.** Employer has decided to:
(Note: If b. or c. is selected, Plan must be amended.)
 - Not make a contribution
 - Amend the Plan to contribute 3% of compensation
 - Amend the Plan to contribute _____% (not less than 3%) of compensation
- Amendment.** Include amendment to implement Safe Harbor Nonelective Contribution (only applies to safe harbor chosen at Question 24.e.) (amendment will be blank unless e.2.b. or e.2.c. are selected).

REQUIRED UPDATES

86. **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:

- The provisions of Amendment Section 3.2 apply effective as of: (select one)
 - the first day of the 2007 Plan Year.
 - _____
(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)

- _____

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:

- 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)):
 - 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).

87. 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).

88. In-Plan Roth Rollover Contributions. Does the Plan permit In-Plan Roth Rollover Contributions?

- a. Yes (answer 89. as applicable)

Effective Date. This Amendment is effective: (may be left blank if same as Plan or Restatement Effective Date)

1. _____
 (enter date not earlier than September 28, 2010.)

89. Eligibility and Type of Rollover. Any Participant may elect an In-Plan Roth Rollover by direct rollover except that, if elected below, a Participant must also be an Employee at the time of the In-Plan Roth Rollover: (select all that apply)

- a. In-service distribution only. Only Participants who are Employees may elect an In-Plan Roth Rollover.
 b. No transfer of loans. Loans may not be distributed as part of an In-Plan Roth Rollover. (If not selected, any loans may be transferred).

In-service Roth distribution provisions. The Employer elects the following regarding in-service distributions from the Plan **solely** for purposes of making an In-Plan Roth Rollover Contribution: (choose either c. or d.)

- c. N/A. Existing in-service distribution provisions apply. The Plan's existing in-service distribution provisions apply. (May only be elected if Plan permits in-service distributions – if selected, the remaining Options in this Section 2.2 do not apply.)
 d. In-service distribution provisions. The Employer elects to permit in-service distributions as follows solely for purposes of making an In-Plan Roth Rollover Contribution: (select one or more of 1. through 4.)
 1. The Participant has attained age _____.

2. The Participant has _____ months of participation (specify minimum of 60 months).
 3. the amounts being distributed have accumulated in the Plan for at least _____ years (at least 2).
 4. Other (describe): _____
 (must be definitely determinable and not subject to Employer discretion (e.g., Age 50, but only with respect to non-elective contributions, and not matching contributions)).

Source of In-Plan Roth Rollover Contribution. The Plan permits a direct rollover from the following qualifying sources:

5. All Accounts
 6. A Participant may only elect an In-Plan Roth Rollover Contribution from the following qualifying sources (select all that apply):
 a. Pre-Tax Elective Deferral Account.
 b. Account(s) attributable to Employer matching contributions (includes any ADP/ACP test safe harbor matching contributions).
 c. Account attributable to Employer nonelective contributions.
 d. Qualified Nonelective Contribution Account (includes any ADP test safe harbor nonelective contributions).
 e. Rollover Account.
 f. Other: _____
 (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion (e.g., a Participant's Pre-tax Deferral Account or Matching Contribution Account, but not the Participant's Nonelective Contribution Account))

Other limitations on direct In-Plan Roth Rollover Contribution.

7. No other limitations
 8. The following limitations apply (select one or more):
 a. The minimum amount that may be rolled over is \$_____ (may not exceed \$1,000).
 b. Distributions may only be made from accounts which are fully Vested.
 c. In-service distributions may be made subject to the following provisions (describe): _____
 (must be definitely determinable and not subject to discretion).

Withholding. If the Plan does not permit an actual distribution upon the event triggering the right to elect the In-Plan Roth Rollover Contribution, then a Participant may not elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed for tax withholding purposes unless elected below:

9. Distribution for withholding. A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

90. 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.

91. 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. _____ c. _____ d. _____ (City) (State) (Zip)

e. Telephone () _____

92. In-Plan Roth Transfers. Does the Plan permit In-Plan Roth Transfers?

x. Yes (applies only if Roth Elective Deferrals are permitted (6.b); answer a. - d. as applicable)

Effective Date. This Amendment is effective: (may be left blank if same as Plan or Restatement Effective Date)

1. _____ (enter date not earlier than January 1, 2013.)

Source of In-Plan Roth Transfer. The Plan permits a transfer from the following qualifying sources:

- a. The Vested portion of any Account
- b. Only from the Vested portion of the following accounts (select one or more):
 - 1. Pre-Tax Elective Deferral Account
 - 2. Account(s) attributable to Employer matching contributions (includes any safe harbor matching contributions)
 - 3. Non-Elective Account attributable to Employer profit sharing contributions.
 - 4. Qualified Nonelective Contribution Account (includes any safe harbor nonelective contributions)
 - 5. Rollover Account
 - 6. Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; e.g., a Participant's Pre-tax Deferral Account or Matching Contribution Account, but not the Participant's Nonelective Contribution Account)

Other limitations on In-Plan Roth Transfer

- c. No other limitations
- d. The following limitations apply (select one or more):
 - 1. The minimum amount that may be transferred is \$ _____ (may not exceed \$1,000).
 - 2. Transfers may only be made from accounts which are fully Vested.
 - 3. No more than _____ transfer(s) may be made during a Plan Year.
 - 4. Only Participants who are Employees may elect an In-Plan Roth Transfer.
 - 5. Transfers may be made subject to the following provisions (describe): _____ (must be definitely determinable and not subject to Employer or Administrator discretion).