

**ADOPTION AGREEMENT FOR
TIAA
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Research Corporation of the University of Hawaii

Address: 1601 East-West Road Burns Hall 4th Floor, Makai Wing
Street

Honolulu City Hawaii State 96848 Zip

Telephone: 808-956-3100

Taxpayer Identification Number (TIN): 99-0115254

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted by a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☒ State government or state agency
- b. ☐ County or county agency
- c. ☐ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.47). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Research Corporation of the University of Hawaii Retirement Plan

5. PLAN STATUS

- a. ☐ New Plan
 - b. ☒ Amendment and restatement of existing Plan
- CYCLE 3 RESTATEMENT** (leave blank if not applicable)

- 1. ☐ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.21) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (cannot be earlier than the first day of the current Plan Year)
 a. July 1, 1985 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. July 1, 2026 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.51) means, except as otherwise provided in d. below:

- a. ☒ the calendar year
 b. ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A
 d. ☐ beginning on _____ (enter month day, year; e.g., July 1, 2020)
 and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.64) means every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☒ Employer (use Employer address and telephone number)
 b. ☐ The Committee appointed by the Employer (use Employer address and telephone number)
 c. ☐ Other:

Name: _____

Address: _____

Street

City

State

Zip

Telephone: _____

10. TYPE OF PLAN (select one)

- a. ☐ **Profit Sharing Plan.**
 b. ☒ **Money Purchase Pension Plan.**
 c. ☐ **Grandfathered 401(k) Plan adopted by the governmental entity before May 6, 1986**

NOTE: The governmental entity adopting the 401(k) feature must be the same employer as the Employer adopting this Plan. Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
 1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at h. - m. (optional), skip questions 12-18 and 22-30)
 2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. ☐ as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. ☒ **Employer contributions other than matching** (Questions 24-25)
 1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
 c. ☐ **Employer matching contributions** (Questions 27-28)
 d. ☐ **Mandatory Employee contributions** (Question 30)
 e. ☐ **After-tax voluntary Employee contributions**

- f. ☐ **Rollover contributions** (Question 36)
- g. ☐ **Grandfathered 401(k) Contributions adopted by the governmental entity before May 6, 1986** (Question 26). Also select below if Roth Elective Deferrals are permitted.
1. ☐ Roth Elective Deferrals (Plan Section 1.56)
- a. ☐ Special Effective Date for Roth Elective Deferrals (choose if applicable) _____ (select if Roth deferrals added after the Effective Date)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- h. ☐ **Employer matching contributions**
- i. ☐ **Employer contributions other than matching contributions**
- j. ☐ **Rollover contributions**
- k. ☐ **After-tax voluntary Employee contributions**
- l. ☐ Pre-tax Elective Deferrals
- m. ☐ Roth Elective Deferrals

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.24) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.24)
 2. ☐ Nonresident aliens (as defined in Plan Section 1.24)
 3. ☐ Leased Employees (Plan Section 1.37)
 4. ☒ Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than 520 Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.32).
 5. ☐ Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 6. ☐ Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 7. ☒ Other: Any Employee other than an Employee who is a 50% to 100% full-time equivalent ("FTE") regular employee. An FTE employee is an employee scheduled to work 1,040 or more regular hours per year (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If the exclusions only apply to certain Contribution Types, use 12.b.7 to describe the exclusion and the contribution type to which it applies.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. ☐ **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
- b. ☒ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. ☒ **Age Requirement**
1. ☒ No age requirement
 2. ☐ Age 20 1/2
 3. ☐ Age 21
 4. ☐ Age _____ (may not exceed 26)
- d. ☒ **Service Requirement**
1. ☐ No service requirement
 2. ☐ _____ (not to exceed 60) months of service (elapsed time)
 3. ☒ 1 Year of Service
 4. ☐ _____ (not to exceed 5) Years of Service
 5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 6. ☐ _____ consecutive months of employment.
 7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

NOTE: If the age or service requirements only apply to certain Contribution Types, use 13.d.7 to describe the exclusion and the contribution type to which it applies.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
 2. ☐ age requirement
 3. ☐ waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. ☐ This amendment or restatement (or a prior amendment or restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☐ date such requirements are met
- b. ☒ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: _____ (must be definitely determinable)

NOTE: If the entry date only applies to certain Contribution Types, use 14.h to describe the entry date and the contribution type to which it applies.

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.48 and 1.66)**

- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; choose other options as applicable) (if more than 3 employers, complete option h. under Section B of Appendix A):

	1.	2.	3.
	Eligibility	Vesting	Contribution Allocation
Other Employer			
c. ☐ Employer name: _____	☐	☐	☐
d. ☐ Employer name: _____	☐	☐	☐
e. ☐ Employer name: _____	☐	☐	☐
Limitations			
f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	☐	☐	☐
g. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)			

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.48 and 1.66)

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.66 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.32) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.66 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a. ☐ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. ☐ all purposes (skip to Question 17)
2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

b. ☒ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. ☒ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distribution and contributions

Such method will apply to:

- c. ☐ all Employees
- d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ Hours of Service for:

- a. ☐ all purposes
- b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions

c. ☐ **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)

1. ☐ all purposes
2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ sharing in allocations or contributions

NOTE: To recognize prior service except for break in service rules, leave 16.c blank and see Appendix A, B.c.

- d. ☐ **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.) This servicing credit provision will be used for:
1. ☐ All purposes
 2. ☐ The following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. ☐ N/A (no Employer contributions; skip to Question 19)
 - b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☒ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Vesting for Employer matching contributions

- f. ☒ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon Normal Retirement Age and the following events (select all that apply; leave blank if none apply):

- d. ☐ Death
- e. ☐ Total and Permanent Disability
- f. ☐ Early Retirement Date
- g. ☐ Participants who are unable to be reemployed on account of Disability while performing qualified military service as defined in Code §414(u)

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.41) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. ☒ **Specific age.** The date a Participant attains age 65
- b. ☐ **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. ☐ Other: _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. ☐ Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.42) means, with respect to any Participant, the:

- a. ☐ date on which the Participant attains "NRA"
- b. ☒ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.20)

- a. ☐ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
 - 1. ☐ date on which a Participant satisfies the early retirement requirements
 - 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

- 4. ☐ Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
- c. ☒ Early Retirement Date means: The first day of the month on or after the Participant attains age 59 1/2 and terminates employment (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.15 and 1.31). If a definition of Compensation is not selected, W-2 wages (a) will apply.

Base definition

- a. ☒ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.15). Compensation will be adjusted by:

- g. ☐ **No adjustments** (skip to Question 23. below)
- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. ☐ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. ☒ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. ☐ excluding Military Differential Pay
 - 5. ☒ excluding overtime
 - 6. ☒ excluding bonuses
 - 7. ☐ other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

NOTE: If a Compensation exclusion applies to certain Contribution Types, use 22.h.7 to describe the excluded Compensation and the contribution type to which it applies.

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.31), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☒ The defaults listed above apply except for the following (select one or more):
 - 1. ☐ Leave cash-outs will be **excluded**
 - 2. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 - 3. ☒ Military Differential Pay will be **included**
 - 4. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 - 5. ☒ Other: Severance pay or parachute payments within the meaning of Code Section 280G(b)(2) of the Code will be excluded (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.15 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☒ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 - 1. ☐ Exclude all post-severance compensation
 - 2. ☐ Regular pay will be **excluded**
 - 3. ☐ Leave cash-outs will be **excluded**
 - 4. ☒ Nonqualified unfunded deferred compensation will be **excluded**
 - 5. ☒ Military Differential Pay will be **included**
 - 6. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Other: _____ (must be definitely determinable)

NOTE: If a post-severance compensation adjustment applies to certain Contribution Types, use 23.e to describe the post-severance compensation adjustment and the contribution type to which it applies.

NOTE: If 23.d.6 is selected: Employer Nonelective Contributions will continue to be made after severance due to permanent and total disability (as defined in Code §22(e)(3)) in accordance with the terms of this Plan. In addition, 415 Compensation will automatically include disability continuation payments to the extent selected in 23.d.6.

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☐ **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. ☐ **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1. ☐ Each Participant constitutes a separate classification.
 2. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____
The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____
The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____
The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
- b. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
- c. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
- d. ☐ One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

- c. ☒ **Fixed contribution** equal to (only select one):

1. ☒ 10 % of each Participant's Compensation for each:

- a. ☐ Plan Year
- b. ☐ calendar quarter
- c. ☐ month
- d. ☒ pay period
- e. ☐ week

2. ☐ \$ _____ per Participant.

3. ☐ \$ _____ per Hour of Service worked while an Eligible Employee

- a. ☐ up to _____ hours (leave blank if no limit)

4. ☐ other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the

Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

- d. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. ☐ The Former Employee must be at least age _____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. ☐ The Employee must be at least age _____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours

- e. ☐ **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% up to the taxable wage base (the contribution and benefit base under Section 230 of the Social Security Act at the beginning of such Plan Year) of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

- 1. ☐ Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
- 2. ☐ Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
- 3. ☐ Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
- 4. ☐ Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate).
- 5. ☐ Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. ☐ the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. ☐ the Employer only
- c. ☐ both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Q30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. ☐ **Collectively Bargained Employees.** Contributions will be made pursuant to the terms of a collective bargaining agreement related to the Employees of the Employer and enumerated as follows: _____.
- g. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula).

NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c. or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. ☐ Required Service During the Plan Year:
A Participant must complete at least _____ Hours of Service if the actual hours/equivalency method is selected.
A Participant must complete at least _____ months of service if the elapsed time method is selected.
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
1. ☐ or Early Retirement Date

26. SALARY DEFERRAL ARRANGEMENT - ELECTIVE DEFERRALS (Plan Section 11.2) (skip if Elective Deferrals NOT selected at Question 11.g.) (Roth Elective Deferrals are permitted if selected at Question 11.g.1)

A. **Catch-Up Contributions** (Plan Section 1.12). May eligible Participants make Catch-Up Contributions?

- a. ☐ No (skip to B. below)
- b. ☐ Yes, and the following provisions apply:
Matching Catch-Up Contributions. Catch-Up Contributions will be taken into account in applying any matching contribution under the Plan unless selected below.
1. ☐ Matching contributions will not be made for amounts attributable to Catch-Up Contributions (may not be selected if this Plan provides for matching "ADP test safe harbor contributions," "ACP test safe harbor matching contributions," or SIMPLE Plans)

Special effective date (choose if applicable)

2. ☐ The effective date of the Catch-Up Contribution provisions is _____ (Enter special effective date. The special effective date of the CODA cannot be prior to the Effective Date of the Plan (6.a) or, if applicable, the Effective Date of the Restatement (6.b).)

B. **Elective Deferral special effective date** (choose if applicable; not required if the effective date is on or before the Effective Date)

- c. ☐ The effective date of the Elective Deferral component of the Plan, which is also the first Entry Date for the Elective Deferral component of the Plan, is _____ (enter month day, year) Note: The date chosen may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan and the Employer must operationally begin taking deferrals from Compensation as soon as administratively feasible thereafter.

C. **Automatic Deferral provisions.** (Plan Section 11.2) (skip if Elective Deferrals are NOT selected at Question 11.g.) Will the Plan include Automatic Deferral provisions?

- d. ☐ No (skip to Question 27)
- e. ☐ Yes, this Plan includes (select one):
1. ☐ A traditional Automatic Contribution Arrangement
2. ☐ An Eligible Automatic Contribution Arrangement (EACA)

- D. **Participants subject to the Automatic Deferral provisions.** The Automatic Deferral provisions apply to Employees who become Participants on or after the effective date of these Automatic Deferral provisions, except as otherwise provided herein.

Application to existing Eligible Employees. If the effective date of these Automatic Deferral provisions is later than the date Elective Deferrals were first permitted under this Plan, then the following rules apply to Eligible Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions (if an EACA, see the Note below; select f. or g. and/or h.):

- f. ☐ The Automatic Deferral provisions are either already an ongoing arrangement or will be implemented prospectively on a limited basis (if selected, do not select g.)
1. ☐ **No application to existing Participants.** These Automatic Deferral provisions do not apply to Employees who were Participants immediately prior to the effective date of these Automatic Deferral provisions.
 2. ☐ **New hires only.** These Automatic Deferral provisions only apply to Employees whose employment commencement date (or reemployment commencement date) is on or following the effective date of these Automatic Deferral provisions or the following date:
Other effective date. (optional; specify a date)
a. ☐ _____
- g. ☐ These Automatic Deferral provisions apply to existing Participants in accordance with the following (select one):
1. ☐ **All Participants.** All existing Participants, regardless of any prior Salary Deferral Agreement.
 2. ☐ **Affirmative Election of at least Automatic Deferral amount.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions that is at least equal to the Automatic Deferral amount.
 3. ☐ **No existing Affirmative Election.** All existing Participants, except those who have an Affirmative Election in effect on the effective date of these Automatic Deferral provisions.
- h. ☐ Other: _____ (must be definitely determinable in accordance with Regulation §1.401-1(b)(1)(ii))

NOTE: Option D.h. may be used to exclude other Participants from the Automatic Deferral provisions.

NOTE: If an EACA and c. is selected (i.e., EACA does not apply to existing Participants), then the six-month period for relief from the excise tax under Code §4979(f)(1) will not apply.

- E. **Automatic Deferral amount.** Unless a Participant subject to Automatic Deferral makes an Affirmative Election, the Employer will withhold the following Automatic Deferral amount (select one):

- i. ☐ _____% of Compensation for each payroll period
- j. ☐ \$_____ for each payroll period (may not be selected if an EACA)
- k. ☐ Other: _____

- F. **Escalation of Automatic Deferral amount**

- l. ☐ No escalation.
- m. ☐ **Scheduled increases.** The initial Automatic Deferral amount will increase as selected below:

1. ☐ by _____% point(s) of Compensation (choose a. below if applicable)
a. ☐ up to a maximum of _____% of Compensation
2. ☐ by \$_____ (may not be selected if an EACA; choose a. below if applicable)
a. ☐ up to a maximum of \$_____
3. ☐ other: _____

Change Date

4. ☐ N/A (entry at m.3. includes timing provision)
5. ☐ The escalation provision above will apply as of:
 - a. ☐ each anniversary of the Participant's date of hire
 - b. ☐ each anniversary of the Participant's Entry Date
 - c. ☐ the first day of each Plan Year
 - d. ☐ the first day of each calendar year
 - e. ☐ other: _____ (must be a specified date that occurs at least annually after the Plan Year in which the Participant is first subject to the Automatic Contribution Arrangement)

First change date of application. Unless selected below, the escalation provision above will apply as of the first change date specified above that begins after the period in which the Participant first has contributions made pursuant to a default election.

- f. ☐ The escalation provision will apply as of the second change date period after the Participant first has contributions made pursuant to a default election.
- g. ☐ describe first year increase: _____ (e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months)

G. **Other Automatic Deferral elections** (leave blank if none apply)n. ☐ **Optional elections** (select one or more)**Type of Elective Deferral.** The Automatic Deferral is a Pre-Tax Elective Deferral unless selected below (may only be selected if Roth Elective Deferrals are selected at 11.g.1.):

1. ☐ the Automatic Deferral is a Roth Elective Deferral
 2. ☐ other: _____ (e.g., 50% Pre-Tax and 50% Roth Elective Deferrals)

Special effective dates (optional; may choose one or both)

3. ☐ The Automatic Deferral provisions set forth above are effective as of _____
 4. ☐ Other: _____ If there are multiple retroactive special effective dates, complete this Question 26 based on the current Plan provisions and, if desired, include additional information in Appendix A.a)

H. **EACA elections** (skip if NOT an EACA)**Permissible withdrawals.** Does the Plan permit Participant permissible withdrawals (as described in Plan Section 11.2(b)(4)) within 90 days (or less) of first Automatic Deferral?

- o. ☐ No
 p. ☐ Yes, within 90 days of first Automatic Deferral
 q. ☐ Yes, within: _____ days (may not be less than 30 nor more than 90 days)

Affirmative Election. Will Participants who are eligible to defer (even if they have made an Affirmative Election) continue to be covered by the EACA provisions (i.e., their Affirmative Election will remain intact but they must receive an annual notice)?

- r. ☐ Yes (if selected, then the annual notice must be provided to Participants)
 s. ☐ No (if selected, then the Plan cannot use the six-month period for relief from the excise tax of Code §4979(f)(1))

I. **Elective Deferral limits.** Unless otherwise elected below, each Participant may elect to have Compensation deferred up to the maximum amount allowed by law.t. ☐ A Participant's Elective Deferrals are limited as follows: _____.27. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below when the Plan does not provide for Elective Deferrals (11.g is NOT selected), the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more if applicable):

- a. ☐ Elective deferrals to a **457 plan**. Enter Plan name(s): _____
 b. ☐ Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
 c. ☐ Voluntary Employee Contributions
 d. ☐ Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

NOTE: Unless otherwise provided in 27.A.d, Elective Deferrals made to this Plan if applicable are "matched Employee contributions".B. **Matching Formula.**

- e. ☐ **Flexible Discretionary Match.** "Flexible Discretionary Match" means a matching contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the discretionary matching contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the instructions and notice requirement of Section 4.12. (If this 27.B.e is selected, skip to 28 unless other items are applicable/desired.) (May not be selected if this is a Money Purchase Pension Plan.)
- f. ☐ **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a matching contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this contribution by selecting among those Adoption Agreement options (g-j.) which confer no Employer discretion regarding the allocation of such discretionary amount by providing the limit(s) on Elective Deferrals or Employee Contributions subject to match and/or the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the instructions and notice requirement of Section 4.12. (May not be selected if this is a Money Purchase Pension Plan.)
- g. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions" that do not exceed _____% of a Participant's Compensation (leave blank if no limit).

Additional matching contribution (choose 1. if applicable):

1. ☐ plus an additional matching contribution of a discretionary percentage determined by the Employer,
 a. ☐ but not to exceed _____% of Compensation. Must select 29.B.f (Rigid Discretionary Match) if this 29.B.g.1.a is selected. (May not be selected if this is a Money Purchase Pension Plan.)

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary.

- h. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary and the Matching Percentages are a maximum percent for each tier.

- i. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
 2. ☐ eligibility purposes

NOTE: If 29.B.f (Rigid Discretionary Match) is selected, this contribution is not fixed; it is discretionary and the Matching Percentages are a maximum percent for each tier.

- j. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula.

NOTE: Under Question 27.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 27 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.) Such contribution is subject to the instructions and notice requirement of Section 4.12 if this Adoption Agreement does not provide the limit(s) on Elective Deferrals/ Employee Contributions subject to match and/or the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s).

- C. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- k. ☐ N/A (no Plan specific limit on the amount of matching contribution)
 l. ☐ \$ _____.
 m. ☐ _____% of Compensation.

- D. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. *Skip if the only Matching Contribution is a Flexible Discretionary Match.*):

- n. ☐ the Plan Year (potential annual true-up required)
 o. ☐ each payroll period (no true-up required)
 p. ☐ each month (potential monthly true-up required)
 q. ☐ each Plan Year quarter (potential quarterly true-up required)
 r. ☐ each payroll unit (e.g., hour) (no true-up required)
 s. ☐ Other (specify): _____. The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

- E. **True-up contributions.** Under Period of determination above, if n. – s. is selected, does the Employer have the discretion to true-up the Employer matching contribution (i.e., apply the Employer matching contribution on a Plan Year basis)? (leave blank if not applicable).
- t. ☐ Yes.

28. **ALLOCATION CONDITIONS** (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year.

1. ☐ A Participant must complete at least _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable)

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
1. ☐ or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES** (Plan Sections 1.29 and 4.3(e))

Timing of Forfeitures. A Forfeiture will occur:

- a. ☒ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☐ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. ☐ As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. ☐ added to the Employer contribution and allocated in the same manner
- f. ☒ used to reduce any Employer contribution
- g. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. ☐ The mandatory Employee contribution is a condition of employment.
- b. ☐ The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. ☐ An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
- d. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
- e. ☐ An Eligible Employee must contribute: _____ (must be definitely determinable and cannot exceed 25% of Compensation).

Conditions of Mandatory Employee Contributions

- f. ☐ **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- g. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. OPTIONAL FORMS OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Subject to the terms of the Contracts, distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 - 2. ☐ Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. ☒ annuities
- f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless if a above is selected, a Participant is not required to request a withdrawal of his or her total Account for any distribution.

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e). The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- g. ☒ **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- h. ☐ **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant. Lump sum will be the normal form of benefit and a married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if g. or h. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. ☒ The one-year marriage rule applies. For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- i. ☒ **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- j. ☒ **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if i. or j. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☒ The one-year marriage rule applies. For purposes of the Plan, other than for purposes of determining eligible hardship distribution expenses, an individual is treated as Spouse only if such individual was married throughout the one year period ending on the earlier of the Annuity Starting Date or the date of the Participant's death.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000 if permitted by the terms of the Contracts**

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. **Accounts of \$5,000 or less if permitted by the terms of the Contracts**

- h. ☒ Same as above
- i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. **Participant consent (i.e., involuntary cash-outs).** If permitted by the terms of the Contracts, should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less do not require spousal consent and are only paid as lump-sums unless otherwise provided by the terms of the Contracts.

- m. ☐ No, Participant consent is required for all distributions.
- n. ☒ Yes, if permitted by the terms of the Contracts, Participant consent is required only if the distribution is over:
 1. ☒ \$5,000
 2. ☐ \$1,000
 3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.6(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
- b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

- c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

- A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11) To the extent in-service distribution is permitted, availability shall be subject to the terms of the Contracts. The forms of distribution will always include the income options offered under the Insurer's Contracts and shall be subject to the terms of the Insurer's Contracts.

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☐ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
 - 1. ☐ Age. The Participant has reached: (select one)
 - a. ☐ Normal Retirement Age
 - b. ☐ age 62
 - c. ☐ age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. ☐ age _____ (may not be less than age 62 for Money Purchase Pension Plans)
 - 2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 - 3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years
 - 4. ☐ other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability).)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5. ☐ A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a money purchase pension plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☐ all Accounts
- c. ☐ only from the following Accounts (select one or more):
 - 1. ☐ Account attributable to Employer matching contributions
 - 2. ☐ Account attributable to Employer contributions other than matching contributions
 - 3. ☐ Rollover Account
 - 4. ☐ Transfer Account

Permitted from the following assets attributable to (select one or both):

 - a. ☐ non-pension assets
 - b. ☐ pension assets (e.g., from a money purchase pension plan)
- 5. ☐ Mandatory Employee Contribution Account
- 6. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
- 7. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
- 8. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)
- e. ☐ Additional limitations (select one or more):
 - 1. ☐ The minimum amount of a distribution is \$_____.
 - 2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - 3. ☐ Distributions may only be made from Accounts which are fully Vested.
 - 4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

- B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12 and 12.10) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. ☐ Hardship distributions are permitted from the following Participant Accounts:
 - 1. ☐ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions

- c. ☐ Rollover Account (if not available at any time under Question 36)
- d. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
- e. ☐ Mandatory Employee Contribution Account
- f. ☐ Pre-Tax Elective Deferral Account (may only be selected with 401(k) Plans)
- g. ☐ Roth Elective Deferral Account (may only be selected with 401(k) Plans)
- h. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a money purchase pension plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. ☐ N/A (no additional limitations)
- 4. ☐ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____.
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. ☐ Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5. ☐ Hardship distributions for expenses of Beneficiaries are allowed
Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
 - a. ☐ effective as of _____
 - b. ☐ eliminated effective as of _____

MISCELLANEOUS

- 35. **LOANS TO PARTICIPANTS** (Plan Section 7.4)
 - a. ☒ New loans are NOT permitted.
 - b. ☐ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan to the extent permitted by the terms of the Contracts and administrative policies of the Insurer and/or Trustee.
- 36. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following to the extent permitted by the terms of the Contracts and administrative policies of the Insurer and/or Trustee (select all that apply; leave blank if not applicable):
 - a. ☐ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. ☐ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

 - c. ☐ At any time
 - d. ☐ Only when the Participant is otherwise entitled to any distribution under the Plan
- 37. **HEART ACT** (Plan Section 4.11) (select one or more, if applicable)
 - a. ☐ **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. ☒ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.
 - c. ☐ **Qualified reservist distributions.** Qualified reservist distributions are permitted. (may only be selected for 401(k) plans)
- 38. **IN-PLAN ROTH ROLLOVER CONTRIBUTIONS** (Plan Section 11.5) (skip if Roth Elective Deferrals NOT selected at Question 11.g.1)
 - a. ☐ In-Plan Roth rollover contributions are NOT permitted.
 - b. ☐ In-Plan Roth rollover contributions are permitted, subject to the terms of the Contracts and as permitted by the Insurer and/or Trustee, according to the following provisions. (select one)
 - 1. ☐ **IRR** (in-Plan Roth rollover contribution). A Participant must be eligible for a distribution in order to roll over a distribution to an In-Plan Roth Rollover Contribution Account. This provision is effective with regard to IRRs the later of September 28, 2010, or the Plan or Restatement Effective Date unless other date entered below.
 - a. ☐ _____ (enter later effective date if applicable)

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2. ☐ **IRT** (in-Plan Roth rollover transfer). A Participant does not need to be eligible for a distribution in order to roll over a distribution to an In-Plan Roth Transfer Contribution Account. This provision is effective with regard to IRTs the later of January 1, 2013, or the Plan or Restatement Effective Date unless other date entered below.
- a. ☐ _____ (enter later effective date if applicable)

Limitations. The following restrictions apply to IRRs or IRTs (choose one or more of c. - g. below if applicable.)

- c. ☐ **IRRs/IRTs limited to In-Service only.** Only Participants who are Employees may elect to make an IRR/IRT.
- d. ☐ **Vested IRRs/IRTs.** IRRs/IRTs may only be made from accounts which are fully Vested.
- e. ☐ **Minimum amount.** The minimum amount that may be rolled over is _____ (may not exceed \$1,000).
- f. ☐ **Number of Transfers.** No more than _____ transfer(s) may be made during a Plan Year.
- g. ☐ **Describe transfer provisions.** Transfers may be made subject to the following provisions:

(must be definitely determinable and not subject to Employer or Administrator discretion;
specify different provisions for IRR and IRT if desired).

Source of IRR/IRT (Select one of h. or i.):

- h. ☐ **All Sources.**
- i. ☐ **Limited Sources.** The Plan permits an IRR/IRT only from the following qualifying sources (select one or more of a. - g. below.):
- a. ☐ Pre-Tax Elective Deferral Account
- b. ☐ Account(s) attributable to Employer matching contributions (includes any matching "ADP test safe harbor contributions")
- c. ☐ Account attributable to Employer Nonelective Contributions
- d. ☐ Qualified Nonelective Contribution Account (includes any nonelective "ADP test safe harbor contributions")
- e. ☐ Rollover Account
- f. ☐ Transfer Account
- g. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; specify different sources for IRR and IRT if desired)

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as TIAA Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

The Provider, TIAA will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Address: 8500 Andrew Carnegie Blvd

Charlotte

North Carolina

28262-8500

Telephone Number: 888-842-7782

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Research Corporation of the University of Hawaii

By: signed electronically

see electronic signature

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-49 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☒ **Deemed 125 compensation** (Plan Section 1.31). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (Select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e) and (f)). The "rule of parity" provisions in Plan Section 3.5(e)/(f) will apply for (select one or both):
 - a. ☐ eligibility purposes
 - b. ☐ vesting purposes

2. ☐ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
 - a. ☐ all Break-in-Service rules set forth in such Sections.
 - b. ☐ only the following: _____ (specify which provisions apply to the Plan)

NOTE: If 16.c of the Adoption Agreement is selected and rehired employees are treated as a new hire, the options under this B.c. are not applicable.

- d. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: spouse; surviving children, equally; other heirs or executor or administrator of estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.g. or 31.h. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. ☐ joint and 100% survivor annuity
 - b. ☐ joint and 75% survivor annuity
 - c. ☐ joint and 66 2/3% survivor annuity
 2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. ☐ 100% of a Participant's interest in the Plan.
 - b. ☐ _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":

- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.48 and 1.66). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
2. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
3. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
4. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
5. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
6. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)
- a. ☐ b. ☐ c. ☐

- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. ☐ Participants who are Employees as of _____ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. ☐ Other: _____ (e.g., Participants in division A. Must be definitely determinable.)

- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
- a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
1. ☐ N/A (annuity distributions are not permitted)
2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
- b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k. ☐ **Other spousal provisions** (select one or more)
1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
 2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____
- m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.24(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 2. ☐ The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a money purchase pension plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 2. ☐ N/A (no limitations)
 3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
 - a. ☐ The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ In-service distributions may be made subject to the following provisions: _____
(must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

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