Washington Township Health Care District

Board of Directors

Jacob Eapen, MD
William F. Nicholson, MD
Bernard Stewart, DDS
Michael J. Wallace
Jeannie Yee

BOARD OF DIRECTORS' MEETING
Monday, November 16, 2026 – 6:00 P.M.
Board Room of Washington Hospital, 2000 Mowry Avenue, Fremont and via Zoom
https://whhs.zoom.us/j/98357123201?pwd=mgbabHkVcUvIpAWXNiVscP4mFsnyfo.1
Passcode: 007290

Board Agenda and Packet can be found at:
November 2026 | Washington Health
AGENDA

		PRESENTED BY:
I.	**CALL TO ORDER & PLEDGE OF ALLEGIANCE**	William F. Nicholson, MD President
II.	**ROLL CALL**	Cheryl Renaud District Clerk
III.	**COMMUNICATIONS**	
	A. Oral *This opportunity is provided for persons in the audience to make a brief statement, not to exceed three (3) minutes on issues or concerns not on the agenda and within the subject matter of jurisdiction of the Board. "Request to Speak" cards should be filled out in advance and presented to the District Clerk. For the record, please state your name.*	
	B. Written	
IV.	**CONSENT CALENDAR** *Items listed under the Consent Calendar include reviewed reports and recommendations and are acted upon by one motion of the Board. Any Board Member or member of the public may remove an item for discussion before a motion is made.*	William F. Nicholson, MD President
V.	**ACTION**	
	A. Consideration of Resolution No. #1291: Approving an Amendment to the Washington Township Health Care District Retirement Plan	*Motion Required*
	B. Consideration of Resolution No. # 1292: Approving an Amendment to the Washington Township Health Care District OPEB Plan	*Motion Required*
	C. Consideration of Resolution No. #1293: Approving an	*Motion Required*

Amendment to the Washington Township Health Care District Employer Matching Contributions Plan and The Washington Township Health Care District Tax Deferred Savings Plan

D. Consideration of Access Transformation Project — *Motion Required*

VI. **ANNOUNCEMENTS**

VII. **ADJOURN TO CLOSED SESSION**

A. Consideration of Closed Session Minutes of the Meeting of the District Board: October 19 & 28, 2026 — *Motion Required*

B. Reports regarding Medical Audit & Quality Assurance Matters pursuant to Health & Safety Code Section 32155 — *Motion Required*

- Medical Staff Committee Report

C. Conference with Legal Counsel – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2)

D. Conference Involving Trade Secrets pursuant to Health & Safety Code Section 32106

- Strategic Planning

E. Conference Involving Labor Negotiations pursuant to Government Code Section 54957.6; Agency designated representative: Kimberly Hartz, CEO

VIII. **RECONVENE TO OPEN SESSION & REPORT ON PERMISSABLE ACTIONS TAKEN DURING CLOSED SESSION** — William F. Nicholson, MD, President

IX. **ADJOURNMENT** — William F. Nicholson, MD, President

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the District Clerk at (510) 818-6500. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

If a disruption of telephonic or internet-based service occurs during this meeting and prevents or materially impairs

members of the public from observing the meeting or offering public comment through the telephonic or internet-based option provided by the District, the District will suspend further action on agenda items and recess the open session for the period required by District policy and applicable law. The District will make good faith efforts to restore public access. The District may not reconvene the open session until public access is restored or until one hour has elapsed after the disruption began, whichever occurs earlier. If the District reconvenes before public access is restored, the District Board must first adopt required findings by roll call vote in accordance with District policy and applicable law.

Washington Health

MEMORANDUM

Date: November 11, 2026

To: Washington Township Health Care District Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: Approval of Retirement Benefit Plan Modernization and Related Approvals

Purpose and Recommendation

As the Board may recall we made a presentation to the Board on June 10, 2026 concerning the need for modernization of Washington Health's retirement benefit offerings. The evaluation is now complete, and the proposed plan restatements, amendments, and implementing resolutions are presented for Board action. We recommend that the Board adopt the resolutions as presented and approve the adoption of the related plan documents.

Background: June 10, 2026 Board Presentation

At the June 10, 2026 meeting, we presented a strategic evaluation of retirement plan modernization for future employees. The presentation placed this work within Washington Health's broader priorities of infrastructure, strategic growth, efficiency and quality, and financial stability. It also emphasized that Washington Health's workforce is its most important asset and that competitive retirement benefits support recruitment, retention, clinical excellence, patient care, and long-term organizational sustainability.

The presentation described the current retirement structure for eligible full-time hospital employees as including:

- A traditional defined benefit pension under which benefits are based on earnings and tenure and are paid as a lifetime income stream; eligible PEPRA employees contribute 2.75%.
- A voluntary 403(b) defined contribution plan with a 1.5% employer match.
- A voluntary 457 deferred compensation plan, with no employer match, permitting pre-tax or Roth employee contributions.
- Other post-employment benefits, including Medicare Part B reimbursement, early-retiree health support, and medical and prescription reimbursement.

Need for Modernization

We identified several substantive reasons to modernize the retirement program for future hires:

- Workforce expectations have shifted toward portability, flexibility, transparency, real-time account visibility, and individual control over retirement savings. Defined contribution accounts are employee-owned, portable, and more readily understood by a mobile workforce than a traditional pension benefit that depends on tenure and is not portable.

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- Washington Health's annual employee turnover rate is approximately 11%. From May 2025 through May 2026, 150 of 247 separations, or 61%, occurred within employees' first five years of service. Because most separations occur early in tenure, a portable defined contribution benefit is more likely to provide value to a substantial portion of the workforce.
- Defined contribution plans have become increasingly common in education and health services. The presentation cited 2024 U.S. Bureau of Labor Statistics data indicating a market distribution of approximately 73% defined contribution plans, 16% defined benefit plans, and 11% other arrangements. Bay Area healthcare recruitment discussions likewise reflect candidate interest in portability, flexibility, and transparency.
- Traditional pension obligations can produce contribution volatility based on investment performance and other actuarial factors. Modernization supports more predictable long-term financial planning and complements Washington Health's broader financial stewardship efforts, including operational improvement and revenue-cycle optimization.
- The proposed approach balances competitive, employee-focused benefits with long-term workforce and financial sustainability. The June presentation contemplated changes for non-union employees hired on or after January 1, 2027, while preserving current employees' existing pension benefits unless an eligible non-union current participant voluntarily elects the enhanced 403(b) matching program described below.

Plan Documents Presented for Approval

Special pension counsel, Heather J. Bader of Faegre Drinker Biddle & Reath LLP, prepared the plan documents and the proposed Board resolutions. The proposed actions include the following:

1. Washington Township Health Care District Retirement Plan ("Retirement Plan")

- Close the Retirement Plan to non-union employees hired on or after January 1, 2027.
- Effective December 31, 2026, freeze future benefit accruals for current participants who voluntarily elect the enhanced 403(b) employer matching contribution program.
- Add Appendix C incorporating applicable union memoranda of understanding by reference and authorize the Chief Executive Officer to update the appendix as MOUs are amended or ratified.
- Incorporate prior amendments to the Retirement Plan and incorporate them into one document, including PEPRA provisions; update the Retirement Plan for the SECURE Act and SECURE 2.0; increase the required minimum distribution age from 70½ to 73; reflect applicable 2026 cost-of-living adjustments; and conform the document to current administrative practices, including permitting PEPRA participants to receive a distribution of their contributions within six months after termination.

2. Other Post-Employment Benefits Plan

- Close eligibility to employees first hired on or after January 1, 2027 whose employment is not governed by an applicable collective bargaining agreement or MOU.
- Add an appendix describing the retiree medical benefits available to employees as of January 1, 2026.

3. 403(b) Employer Matching Contribution Plan

- Provide an enhanced employer matching contribution equal to 100% of compensation deferred on the first 3% of compensation, plus 50% on the next 3%, for a maximum employer match of 4.5% of compensation.
- Make the enhanced employer matching contributionavailable to: (i) non-union eligible employees hired on or after January 1, 2027 (and who will not accrue a Retirement Plan benefit); and (ii) current non-union Retirement Plan participants who voluntarily elect the enhanced employer matching contribution and which will result a freeze of future Retirement Plan benefit accruals (but will receive future service credit for vesting purposes).
- Incorporate applicable MOUs by reference, conform the document to current administrative practices, provide that employer matching contributions will be provided on a per-payroll-period basis, and update the plan under the SECURE Act and SECURE 2.0, including new distribution options for domestic-abuse victims, qualified long-term-care premiums, and terminal illness.

4. 403(b) Tax Deferred Savings Program

- Adopt SECURE Act and SECURE 2.0 updates, including increased catch-up contribution limits for participants ages 60 through 63 and new distribution options for domestic abuse, qualified long-term-care premiums, emergency personal expenses, and terminal illness.
- Incorporate applicable MOUs by reference and permit the MOU list to be updated without a formal plan amendment.

Requested Board Action

The proposed documents implement the modernization framework previously presented to the Board, align retirement benefits with current workforce and market conditions, and support Washington Health's long-term financial and organizational sustainability. The documents also incorporate current legal requirements and administrative practices and preserve collectively bargained terms through the referenced MOUs. We recommend that the Board adopt the proposed resolutions as presented.

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RESOLUTION NO. 1291

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT APPROVING AN AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT RETIREMENT PLAN

WHEREAS, the Washington Township Health Care District is a local health care district ("District") that owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District's political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward, and Sunol; and

WHEREAS, as part of its benefit plan offerings to its employees, the District maintains the Washington Township Health Care District Retirement Plan ("Plan"); and

WHEREAS, it has been determined that the Plan should be amended and restated to: (i) freeze the Plan to non-union employees hired on or after January 1, 2027, and, effective December 31, 2026, freeze benefit accruals for current participants who elect to participate in the Washington Township Healthcare District Employer Matching Contributions Plan enhanced 403(b) Match Contribution Program; (ii) incorporate by reference the terms of the unions' memorandum of understanding ("MOUs") and permit the list of MOUs to be updated without a formal plan amendment; (iii) amend the Plan to comply with the SECURE Act and SECURE Act 2.0 (e.g., increasing the required minimum distribution age from 70½ to 73 and reflecting the applicable cost-of-living adjustments for 2026; (iv) incorporate into the restated and amended plan all prior amendments; and (v) conform the Plan to current administrative practices (e.g., permitting PEPRA participants to receive a distribution of their contributions within six months, rather than one year, following termination of employment).

NOW THEREFORE, be it resolved that:

1. The Board hereby approves the amended and restated Plan, attached hereto as Exhibit A, effective as of January 1, 2026.

2. The Board hereby approves freezing the Plan to non-union employees hired on or after January 1, 2027, and, effective December 31, 2026, freezing benefit accruals for current participants who elect to participate in the Washington Township Healthcare District Employer Matching Contributions Plan enhanced 403(b) Match Contribution Program.

3. The Chief Executive Officer is hereby authorized to take any and all actions necessary to execute any and all instruments and do any and all things deemed by her to be necessary or desirable to carry out the intent and purposes of this Resolution.

4. Any actions taken by the Chief Executive Officer prior to the date of these resolutions that would have been authorized by these resolutions if such actions had occurred subsequent to the date of their adoption, are hereby ratified and approved in all respects.

5. The Board directs the Chief Executive Officer to adopt, on behalf of the Washington Township Health Care District, any amendments to the Plan deemed necessary, advisable, or required to administer the Plan in accordance with legal requirements, ratified memorandums of understanding, and these resolutions.

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 16th day of November, 2026 by the following vote:

AYES:

NOES:

ABSENT:

William F. Nicholson, MD President, Board of Directors Washington Township Health Care District	Michael J. Wallace Secretary, Board of Directors Washington Township Health Care District

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
RETIREMENT PLAN

Amended and Restated Effective January 1, 2026

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WASHINGTON TOWNSHIP HEALTH CARE DISTRICT
RETIREMENT PLAN

This defined benefit pension plan (the "Plan") is adopted by Washington Township Health Care District (the "District") on the date set forth on the signature page hereof, as a complete amendment and restatement of the existing Washington Township Health Care District Retirement Plan, for the exclusive benefit of its eligible Employees and their Beneficiaries.

RECITALS

Whereas:

A. The District is a governmental employer for purposes of the Internal Revenue Code of 1986 ("Code") and the Employee Retirement Income Security Act of 1974 ("ERISA").

B. The Plan was initially established on November 1, 1964 as the "Washington Hospital Retirement Plan."

C. The Plan was completely amended and restated effective as of January 1, 1989 in order to comply with certain changes to the Code's income tax qualification requirements.

D. The Plan was subsequently amended to comply with changes to the Code.

E. The Plan was amended in 2013 to comply with the applicable provisions of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") as amended by Senate Bill 13.

F. The Plan is now amended and restated to freeze the Plan to any Employee hired on or after January 1, 2027 and freeze the accrual of benefits, effective as of December 31, 2026, for any Eligible Employee who elects to participate in the enhanced 403(b) Match Contribution under the Washington Township Healthcare District Employer Matching Contributions Plan ("403(b) Employer Matching Contribution Plan").

G. This Plan is also now amended to comply with changes under the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act"), and the Securing a Strong Retirement Act of 2022, passed as part of the Consolidated Appropriations Act of 2023 ("SECURE 2.0") and in certain other respects, and is restated in its entirety.

OPERATIVE PROVISIONS

Now, therefore, the District hereby amends, restates and continues the Plan upon the following terms and conditions. Changes are effective as of the Effective Date, except as otherwise provided herein or in records of adoption.

ARTICLE 1. GENERAL PROVISIONS

1.01 Name.

The name of this Plan shall be the "Washington Township Health Care District Retirement Plan."

1.02 Effective Date.

The effective date of this restatement of the Plan is January 1, 2026, unless otherwise set forth in the Plan.

1.03 Purpose.

The District establishes the Plan in order to provide retirement benefits for those of its Employees who become eligible to participate in the Plan in accordance with the terms and conditions hereinafter set forth.

1.04 Reservation of Rights.

The District reserves the right to terminate the Plan, to amend, modify or merge the Plan, and to exercise all sponsor rights and authorities without limitation.

1.05 Administrator of the Plan.

The District is the Administrator of the Plan.

1.06 Discretionary Authority.

The Administrator shall have the sole and exclusive discretionary authority to administer, interpret and construe the provisions of this Plan, the summary plan description ("SPD"), trust document, and any related documents, rules or procedures and to decide any claims or disputes which may arise relative to the rights of Participants, past and present, and their Beneficiaries, under the terms of the Plan, SPD, or any related documents, rules or procedures, including claims for eligibility, participation, coverage, benefits or equitable determinations.

1.07 Income Tax and ERISA Status.

It is the intention of the District that the Plan and any retirement trust which is a part hereof ("Trust") are created and maintained for the adopting District's eligible Employees and their Beneficiaries, and are intended for their exclusive benefit. This Plan is intended to be a governmental plan for purposes of both the Code and ERISA.

1.08 Assets Held in Trust.

All contributions under this Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights, shall be held in Trust, unless otherwise permitted by law. To the extent a retirement trust is established, the Trustee shall have the sole and exclusive discretionary authority to administer, interpret and construe the Trust and related documents, rules or procedures.

ARTICLE 2. GENERAL DEFINITIONS

For purposes of this Plan, the following definitions shall apply:

2.01 Accrual Service.

A. "Accrual Service" means service as an Eligible Employee within the period from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) to the Employee's Termination of Employment Date. Service as an Ineligible Employee shall not be taken into account as Accrual Service under any circumstances.

B. If an Eligible Employee is absent from active service with the District (with or without pay) for a reason other than termination of employment (such as vacation, holiday, sickness, disability, leave of absence or layoff), the period of such absence, up to one (1) year, shall be taken into account as Accrual Service. The period of such absence exceeding one (1) year shall not be taken into account as Accrual Service.

C. If an Eligible Employee terminates employment with the District and is subsequently rehired by the District, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall not be taken into account as Accrual Service under any circumstances.

D. If an Employee has periods of service as an Ineligible Employee and as an Eligible Employee, service as an Ineligible Employee prior to or following service as an Eligible Employee shall not be taken into account as Accrual Service under any circumstances.

E. A period of service as an Eligible Employee that follows the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) but precedes the date the Employee is eligible to enter or reenter the Plan as an Active Participant in accordance with Section 3.03 or 3.04 shall not be taken into account as Accrual Service under the Plan unless and until the Employee actually enters or reenters the Plan as an Active Participant in accordance with such Sections.

F. Subject to the provisions of California Government Code Section 7522.56 and as outlined in Appendix B regarding rehired retirees, effective as of January 1, 2027, if an Eligible Employee who was a Participant: (i) terminates employment with the District with a Vested Accrued Benefit derived from District contributions, (ii) has received a distribution of all of such Vested Accrued Benefit, and (iii) is subsequently rehired by the District as an Employee within six (6) months after his or her Termination of Employment Date, the Employee's service prior to the Employee's Termination of Employment Date that had been taken into account for purposes of such distribution shall not be taken into account as Accrual Service with respect to any benefit accrued after the Participant's Reemployment Commencement Date.

G. Accrual Service shall also include an Eligible Employee's period of absence for the performance of service in the uniformed services as provided in Section 3.06 hereof.

H. Accrual Service shall be expressed as whole years and fractional parts of a year (to two (2) decimal places) determined on the basis that three hundred sixty-five (365) days equal one (1) year.

2.02 Accrued Benefit.

"Accrued Benefit" means a Participant's benefit under the Plan on any given day equal to the benefit payable to the Participant as determined under the Plan.

2.03 Active Participant.

"Active Participant" means an Eligible Employee who has become a Participant as set forth in the Eligibility and Participation Article, below, and has not ceased to be an Active Participant as set forth in that Article.

2.04 Actuarial Equivalent.

A. "Actuarial Equivalent" means, except as otherwise provided in this Plan, the equality in value of the benefits expected to be received under different forms of payment, either at the same or different times, as determined under this paragraph.

B. Except as otherwise provided below, the amount of payment under an optional form of benefit resulting from the Participant's Accrued Benefit shall be the Actuarial Equivalent of the Normal Form based on 7.5 percent interest and the mortality table set forth in Revenue Ruling 95-6.

C. For purposes of determining the present value of the Participant's Accrued Benefit payable in a lump sum, Actuarial Equivalence shall be determined based on the Applicable Mortality Table and the Applicable Interest Rate for the Applicable Lookback Month.

D. The interest used to accumulate retroactive payments during a Plan Year shall be the Applicable Interest Rate for the Applicable Lookback Month for the Plan Year.

2.05 Administrator.

"Administrator" means the Administrator of the Plan designated in Section 1.05 with authority and responsibility to manage and direct the operation and administration of the Plan.

2.06 Affiliated Employer.

"Affiliated Employer" means with respect to the District, to the extent required by the Code for a governmental entity, any corporation, trade, or business comprising with the District part of a controlled group (as defined in Code Section 414(b)) or a group under common control (as defined under Code Section 414(c)); any organization comprising with the District part of an affiliated service group (as defined in Code Section 414(m)); any recipient of Leased Employees (as defined in Code Section 414(n)) of the District or any other Affiliated Employer; and any other entity required to be aggregated with the District under Code Section 414(o) and the regulations issued thereunder.

2.07 Annuity Starting Date.

"Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit; provided, however, that the first day of the first period for which a benefit is to be received by reason of disability shall be treated as the Annuity Starting Date only if such benefit is not an auxiliary benefit.

2.08 Applicable Interest Rate.

For distributions prior to January 1, 2008, "Applicable Interest Rate" means the annual rate of interest on thirty (30) year Treasury securities as specified by the Internal Revenue Service in revenue rulings, notices or other guidance published in the Internal Revenue Bulletin. Effective for distributions on and after January 1, 2008, "Applicable Interest Rate" means the "applicable interest rate" determined under Code Section 417(e)(3)(C) except that the "applicable percentage" for purposes of Code Section 430(h)(2)(G) shall in all cases be one hundred percent (100%).

2.09 Applicable Lookback Month.

"Applicable Lookback Month" means the second full calendar month preceding the first day of the Plan Year (i.e., the Applicable Lookback Month for a Plan Year shall be the November immediately preceding such Plan Year).

2.10 Applicable Mortality Table.

For distributions prior to January 1, 2008, "Applicable Mortality Table" means the mortality table prescribed by the Commissioner of the Internal Revenue Service for purposes of Code Section 417(e)(3)(A)(ii)(I), which is now identified in Rev. Rul. 2001-62, or such successor tables as prescribed by the Internal Revenue Service in revenue rulings, notices or other guidance published in the Internal Revenue Bulletin. Effective for distributions on and after January 1, 2008, "Applicable Mortality Table" means the mortality table prescribed by the Commissioner of the Internal Revenue Service for purposes of Code Section 417(e)(3)(B).

2.11 Average Compensation.

"Average Compensation" means, on any given determination date, the average of a Participant's monthly Compensation during the five (5) consecutive Compensation Years during the Participant's last ten (10) Compensation Years (all Compensation Years if less than ten (10)) ending before January 1, 2012 that produce the highest average. If the Participant does not have five (5) consecutive Compensation Years during this ten (10) or fewer year period, the longest period of consecutive Compensation Years during such period will be used for determining the highest average.

2.12 Beneficiary.

"Beneficiary" means any one or more primary or contingent beneficiaries entitled under the provisions of this Plan to receive benefits after the death of a Participant.

2.13 Career Average Compensation.

"Career Average Compensation" means, on any given determination date, the average of a Participant's monthly Compensation for all Compensation Years.

2.14 Code.

"Code" means the Internal Revenue Code of 1986, as it may be amended from time to time. Reference to any provision of the Code includes reference to any comparable or succeeding provisions of any legislation that amends, supplements or replaces such provision.

2.15 Compensation.

A. "Compensation" means wages within the meaning of Code section 3401(a) and all other payments of compensation to an Employee by the District (in the course of the District's trade or business) for which the District is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052 (i.e., wages, tips and other compensation as reported on Internal Revenue Service Form W-2). Compensation shall be determined without regard to any rules under Code section 3401(a) that

limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

B. "Compensation" shall also include any amount which is contributed by the District pursuant to a compensation reduction agreement and which is not includible in the gross income of the Employee under either (i) a cafeteria plan pursuant to Code section 125, (ii) an annuity contract under Code section 403(b), (iii) an eligible plan of deferred compensation under Code section 457(b), or (iv) effective as of January 1, 2001, a qualified transportation fringe under Code section 132(f)(4).

C. Notwithstanding the foregoing, prior to January 1, 1990, "Compensation" means an Employee's fixed rate of pay from the District on November 1 of the Compensation Year.

D. The annual Compensation of each Employee taken into account under the Plan for any year shall not exceed for any Plan Year beginning after December 31, 2024, three hundred and fifty thousand dollars ($350,000) as each such amount may be adjusted for increases in the cost of living in accordance with Code section 401(a)(17) (e.g. $360,000 for the 2026 Plan Year). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Compensation is determined (a "determination period") beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the applicable Compensation limit determined under this subparagraph will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

E. Notwithstanding the provisions of the preceding subparagraph, the annual Compensation of an Employee, who first became a Participant prior to the first day of the first Plan Year beginning after December 31, 1995, shall not be less than the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993 (i.e., two hundred thousand dollars ($200,000)) as such amount may be adjusted for increases in the cost of living in accordance with Code section 401(a)(17) (e.g., three hundred fifty thousand dollars ($360,000) for the 2026 Plan Year).

2.16 Compensation Year.

"Compensation Year" means any Plan Year during which an Employee receives Compensation for services performed as an Eligible Employee, subject to the following: (A) Except as provided below, a Plan Year counts as a Compensation Year for an Employee only if the Employee is an Active Participant on December 31 of such Plan Year; and (B) A Plan Year that ends prior to the date an Employee is eligible to enter or reenter the Plan as an Active Participant in accordance with Section 3.03 or 3.04 shall not be taken into account as a Compensation Year under

the Plan unless and until the Employee actually enters or reenters the Plan as an Active Participant in accordance with such Sections.

2.17 Covered Compensation.

A. "Covered Compensation" means, for a Plan Year, the average (without indexing) of the taxable wage bases in effect for each calendar year during the thirty-five (35) year period ending with the calendar year in which the Participant attains (or will attain) Social Security retirement age (as defined in Code section 415(b)(8)) rounded to the nearest whole multiple of six hundred dollars ($600).

B. In determining a Participant's Covered Compensation for a Plan Year, the taxable wage base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as the taxable wage base in effect as of the beginning of the Plan Year for which the determination is being made.

C. A Participant's Covered Compensation for a Plan Year after the thirty-five (35) year period described above is the Participant's Covered Compensation for the Plan Year during which the Participant attained Social Security retirement age.

D. A Participant's Covered Compensation for a Plan Year before the thirty-five (35) year period described above is the taxable wage base in effect as of the beginning of the Plan Year.

E. A Participant's Covered Compensation shall be automatically adjusted each Plan Year.

2.18 District.

"District" means Washington Township Health Care District.

2.19 Domestic Partner.

"Domestic Partner" means the registered domestic partner of a Participant within the meaning of Division 2.5 of the California Family Code. To qualify, a Participant and his or her Domestic Partner must file a Declaration of Domestic Partnership with the California Secretary of State, and they must meet the domestic partnership requirements set forth in Section 297 of the California Family Code. A Participant must provide the Administrator with a copy of his or her Certificate of Registered Domestic Partnership issued by the California Secretary of State.

2.20 Domestic Partnership.

"Domestic Partnership" means a registered domestic partnership established in accordance with Division 2.5 of the California Family Code between the Participant and his or her Domestic Partner.

2.21 Early Retirement Age.

"Early Retirement Age" means age fifty-five (55).

2.22 Early Retirement Date.

"Early Retirement Date" means the first day of the month before a Participant's Normal Retirement Date which the Participant selects for the start of the Participant's retirement benefit, which date shall be on or after the Participant's Termination of Employment Date and the date on which the Participant has both (i) attained age fifty-five (55) and (ii) completed five (5) years of Vesting Service.

2.23 EGTRRA.

"EGTRRA" means the Economic Growth and Tax Relief Reconciliation Act of 2001.

2.24 EGTRRA Years.

"EGTRRA Years" means years beginning after December 31, 2001.

2.25 Eligibility Service.

A. "Eligibility Service" means service as an Eligible Employee within the period from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) to the Employee's Termination of Employment Date. Service as an Ineligible Employee shall not be taken into account as Eligibility Service under any circumstances.

B. If an Eligible Employee is absent from active service with the District (with or without pay) for a reason other than termination of employment (such as vacation, holiday, sickness, disability, leave of absence or layoff), the period of such absence, up to one (1) year, shall be taken into account as Eligibility Service. The period of such absence exceeding one (1) year shall not be taken into account as Eligibility Service.

C. Effective on or before December 31, 2026, if an Eligible Employee terminates employment with the District and is subsequently rehired by the District within one (1) year after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall be taken into account as Eligibility Service. However, if an Eligible Employee

terminates employment with the District and is subsequently rehired by the District more than one (1) year after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall not be taken into account as Eligibility Service. If an Eligible Employee terminates employment with the District during a period of absence from active service (as described in Section 2.25.B., above), the date the Employee was first absent from active service shall be treated as the Employee's Termination of Employment Date for purposes of this Section 2.25.

D. Effective on or after January 1, 2027, if an Eligible Employee terminates employment with the District and is subsequently rehired by the District within six (6) months after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall be taken into account as Eligibility Service.

E. If an Employee has periods of service as an Ineligible Employee and as an Eligible Employee, service as an Ineligible Employee prior to or following service as an Eligible Employee shall not be taken into account as Eligibility Service under any circumstances.

F. Eligibility Service shall also include an Eligible Employee's period of absence for the performance of service in the uniformed services as provided in Section 3.06 hereof.

G. Eligibility Service shall be determined on the basis that thirty (30) days equal one (1) month and three hundred sixty-five (365) days equal one (1) year.

2.26 Eligible Employee.

A. "Eligible Employee" means the following:

1. Any Employee of the District who:

a. Is a "benefited employee" (as described in the District's standard personnel policies and practices);

b. Was originally hired on or before December 31, 2026;

c. Did not elect to participate in the enhanced 403(b) Match Contribution under the Washington Township Healthcare District Employer Matching Contributions Plan ("403(b) Employer Matching Contribution Plan"); and

d. Is not an Ineligible Employee.

2. Any Employee whose employment is governed by the terms of a collective bargaining agreement between employee representatives (within the meaning of Code section 7701(a)(46)) and the District under which the collective bargaining agreement specifically requires participation in this Plan as specifically set forth under Appendix C.

2.27 Employee.

"Employee" means an individual who is an "employee" of the District (as described in the District's standard personnel policies and practices).

2.28 Employment Commencement Date.

"Employment Commencement Date" means the date on which the Employee first performs an Hour of Service for the District as an Employee.

2.29 ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

2.30 Future Career Compensation.

"Future Career Compensation" means, on any given determination date, the average of a Participant's monthly Compensation for all Compensation Years beginning on or after January 1, 2012.

2.31 Hour Of Service.

"Hour Of Service" means:

A. Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the District; and

B. Each hour for which an Employee is paid, or entitled to payment, by the District on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, provided that no more than 501 Hours of Service shall be credited on account of any such single continuous period.

2.32 Ineligible Employee.

"Ineligible Employee" means an Employee who is excluded from eligibility to participate in the Plan under Section 3.01.

2.33 Integration Level.

"Integration Level" means for a Participant for a Plan Year, the greater of (i) eight hundred thirty-three dollars and thirty-three cents ($833.33) or (ii) one twenty-fourth (1/24th) of the Covered Compensation for the Plan Year for any person who attains Social Security retirement age (as defined in Code section 415(b)(8)) during the Plan Year.

2.34 Late Retirement Date.

"Late Retirement Date" means the first day of the month after a Participant's Normal Retirement Date which the Participant selects for the start of the Participant's retirement benefit.

2.35 Leased Employee.

A. Effective as of January 1, 1997, "Leased Employee" means any person who is not deemed by the District to be an Employee of the District and who provides services to the District if:

1. Such services are provided pursuant to an agreement between the District and the leasing organization;

2. Such person has performed such services for the District or related persons on a substantially full-time basis for a period of at least one (1) year; and

3. Such services are performed under primary direction or control by the District.

B. Notwithstanding the foregoing, a "Leased Employee" shall not include a person who is covered under a money purchase pension plan maintained by the leasing organization which provides for:

1. A nonintegrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code section 415(c)(3);

2. Immediate participation (except for employees who perform substantially all of their services for the leasing organization and except for an individual whose compensation from the leasing organization in each Plan Year during the four (4) year period ending with the Plan Year is less than one thousand dollars ($1,000)); and

3. Full and immediate vesting; but only if Leased Employees, determined without regard to this subparagraph B, do not constitute more than twenty percent (20%) of the District's "nonhighly compensated workforce."

2.36 New Participant.

"New Participant" means a Participant who on or before December 31, 2026 either (i) becomes a member of a "public retirement system" for the first time on or after January 1, 2013 and was not a member of another California "public retirement system" prior to January 1, 2013, (ii) becomes a member of a "public retirement system" for the first time on or after January 1, 2013 and was a member of another California "public retirement system" prior to January 1, 2013 but was not subject to reciprocity under California Government Code section 7522.02(c), or (iii) was an active member in a retirement system and, after a break in service of more than six (6) months, returned to active membership in the system with a new employer; provided, however, that for purposes of (iii), a change in employment between State entities or from one school employer to another shall not be considered as service with a new employer. New Participants are subject to the provisions set forth in Appendix B to this Plan document.

2.37 Normal Form.

"Normal Form" means a straight life annuity form of benefit.

2.38 Normal Retirement Age.

"Normal Retirement Age" means age sixty-five (65).

2.39 Normal Retirement Date.

"Normal Retirement Date" means the first day of the month on or after which the Participant attains Normal Retirement Age.

2.40 Participant.

"Participant" means any Eligible Employee or former Eligible Employee who has met the Plan's eligibility requirements, commenced participation in the Plan, and is or may become eligible to receive a benefit under the Plan, or whose Beneficiaries may be eligible to receive any such benefit. Unless the context requires otherwise, "Participant" includes "New Participant" (as defined in Section 2.36), except to the extent that the provisions of Appendix B specifically provide otherwise.

2.41 PEPRA.

"PEPRA" means the California Public Employees' Pension Reform Act of 2013.

2.42 Plan.

"Plan" means the defined benefit pension plan as set forth herein and any amendments hereto. "Plan" also means any plan that has been merged into this Plan when the context requires such an interpretation.

2.43 Plan Entry Date.

"Plan Entry Date" means the first day of each calendar month.

2.44 Plan Reentry Date.

"Plan Reentry Date" means the first day of each calendar month.

2.45 Plan Sponsor.

"Plan Sponsor" means the Washington Township Health Care District.

2.46 Plan Year.

"Plan Year" means the twelve (12) consecutive month period ending on December 31 each year.

2.47 Qualified Joint And Survivor Annuity.

"Qualified Joint And Survivor Annuity" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse or Domestic Partner on the Annuity Starting Date which is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse or Domestic Partner and which is the Actuarial Equivalent of the Normal Form of benefit.

The provisions of this Plan providing for a Qualified Joint and Survivor Annuity and attendant rights to a Participant's Domestic Partner are effective for distributions commencing on and after January 1, 2005.

2.48 Qualified Pre-retirement Survivor Annuity.

"Qualified Pre-retirement Survivor Annuity" means an annuity for the life of the Participant's surviving Spouse or Domestic Partner under which the payments are equal to the amounts that would be payable as a survivor annuity under the Qualified Joint And Survivor Annuity (or the Actuarial Equivalent thereof) if:

A. In the case of a Participant who dies after the date on which the Participant attained the earliest date under this Plan on which the Participant can elect to receive retirement benefits, such Participant had retired with an immediate Qualified Joint And Survivor Annuity on the day before the Participant's date of death; or

B. In the case of a Participant who dies on or before the date on which the Participant would have attained the earliest date under this Plan on which the Participant can elect to receive retirement benefits, such Participant had:

1. Separated from service on the date of death (or the date the Participant actually separated from service, if earlier);

2. Survived to the earliest date under this Plan on which the Participant can elect to receive retirement benefits;

3. Retired with an immediate Qualified Joint And Survivor Annuity at the earliest date under this Plan on which the Participant can elect to receive retirement benefits; and

4. Died on the following day.

The provisions of this Plan providing for a Qualified Pre-retirement Survivor Annuity and attendant rights to a Participant's Domestic Partner are effective for distributions commencing on and after January 1, 2005.

2.49 Reemployment Commencement Date.

"Reemployment Commencement Date" means the date on which a former Employee who has been rehired by the District as an Employee first performs an Hour of Service for the District as an Employee after the Employee's reemployment.

2.50 Retirement Date.

"Retirement Date" means the Participant's Early Retirement Date, Normal Retirement Date, or Late Retirement Date, as applicable.

2.51 Spouse.

"Spouse" means a person, at the time of reference, to whom the Participant is married if such marriage is recognized as valid in the State or jurisdiction where it was entered into, provided that such marriage is recognized as valid under the laws of the United States of America.

2.52 Termination of Employment Date.

"Termination of Employment Date" means the date on which an Employee ceases to be an Employee for any reason, including discharge, quit, retirement or death.

2.53 Totally and Permanently Disabled.

"Totally and Permanently Disabled" means that the Participant has a physical or mental condition resulting from bodily injury, disease or mental disorder which renders the Participant incapable of continuing any gainful occupation and which condition constitutes total disability under the federal Social Security Act, but only if and for the period during which the Participant receives a disability benefit under Title II of the federal Social Security Act. To establish that he or she is Totally and

Permanently Disabled, the Participant must present a Social Security Administration determination of total and permanent disability and a disability onset date to the Administrator no later than five (5) years after his or her disability onset date.

2.54 Trust.

"Trust" means (i) the retirement trust described in Code section 501(a), the custodial account described in Code section 401(f), or the annuity contract described in Code section 401(f), created by the District for purposes of holding all contributions from the District to this Plan, (ii) all property and rights purchased with such amounts, and (iii) all income attributable to such amounts, property, or rights for the exclusive benefit of the Participants and their Beneficiaries.

2.55 Trustee.

"Trustee" means the trustee(s) signing the retirement trust described in Code section 501(a), the custodian(s) of the custodial account(s) described in Code section 401(f), or the insurance company(ies) providing the annuity contract(s) described in Code section 401(f), created by the District and any successors to such trustee(s), custodian(s) or insurance company(ies).

2.56 Vested.

"Vested" means that portion of the Participant's Accrued Benefit in which the Participant or the Participant's Beneficiary has an unconditional, nonforfeitable right which is legally enforceable against the Plan.

2.57 Vesting Service.

A. "Vesting Service" means service as an Eligible Employee within the period from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) to the Employee's Termination of Employment Date.

B. If an Employee is absent from active service with the District (with or without pay) for a reason other than termination of employment (such as vacation, holiday, sickness, disability, leave of absence or layoff), the period of such absence, up to one (1) year, shall be taken into account as Vesting Service. The period of such absence exceeding one (1) year shall not be taken into account as Vesting Service.

C. Effective on or before December 31, 2026, if an Employee terminates employment with the District and is subsequently rehired by the District within one (1) year after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall be taken into account as Vesting Service. However, if an Employee terminates

employment with the District and is subsequently rehired by the District more than one (1) year after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall not be taken into account as Vesting Service. If an Employee terminates employment with the District during a period of absence from active service (as described in Section 2.57.B., above), the date the Employee was first absent from active service shall be treated as the Employee's Termination of Employment Date for purposes of this Section 2.57.C.

D. Effective on or after January 1, 2027, if an Eligible Employee terminates employment with the District and is subsequently rehired by the District within six (6) months after his or her Termination of Employment Date, the period between the Employee's Termination of Employment Date and the Employee's Reemployment Commencement Date shall be taken into account as Vesting Service. If an Employee terminates employment with the District during a period of absence from active service (as described in Section 2.57.B., above), the date the Employee was first absent from active service shall be treated as the Employee's Termination of Employment Date for purposes of this Section 2.57.D.

E. Subject to the provisions of California Government Code Section 7522.56 and as outlined in Appendix B regarding rehired retirees, effective as of January 1, 2027, if an Eligible Employee who was a Participant: (i) terminates employment with the District with a Vested Accrued Benefit derived from District contributions; (ii) has received a distribution of all of such Vested Accrued Benefit; and (iii) is subsequently rehired by the District as an Employee within six (6) months after his or her Termination of Employment Date, the Employee's service prior to the Employee's Termination of Employment Date that had been taken into account for purposes of such distribution shall not be taken into account as Vesting Service with respect to any benefit accrued after the Participant's Reemployment Commencement Date.

F. The Plan Sponsor may determine that a group of Employees will receive Vesting Service under the Plan for service with a contracting organization immediately before service with the District. Any such Vesting Service will be memorialized at Appendix A to the Plan. The Plan Sponsor delegates authority to the District's Chief Executive Officer to amend Appendix A.

G. Vesting Service shall also include an Eligible Employee's period of absence for the performance of service in the uniformed services as provided in Section 3.06 hereof.

H. Vesting Service shall be expressed as whole years and fractional parts of a year (to two (2) decimal places) determined on the basis that three hundred sixty-five (365) days equal one (1) year.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.01 Eligible Employees; Excluded Ineligible Employees.

All Eligible Employees of the District, who are not otherwise excluded from participation in the Plan, are eligible to participate in the Plan after completion of the eligibility requirements set forth in the Eligibility Requirements paragraph, below. This Plan excludes the following as Ineligible Employees, and service as an Ineligible Employee shall not be taken into account as Accrual, Vesting, or Eligibility Service under any circumstances except as set forth in subsection (L):

A. Employees who are nonresident aliens and who receive no earned income (within the meaning of Code section 911(d)(2)) from the District which constitutes income from sources within the United States (within the meaning of Code section 861(a)(3));

B. Leased Employees, and any other individual who is leased by the District from an unrelated employer;

C. Employees whose employment is governed by the terms of a collective bargaining agreement between employee representatives (within the meaning of Code section 7701(a)(46)) and the District under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement specifically requires participation in this Plan;

D. An Employee who is scheduled to work fewer than twenty (20) hours per week;

E. Employees whom the District classifies as per diem Employees under its standard personnel policies and practices;

F. Individuals whom the District classifies as contract, registry and agency staff under its standard personnel policies and practices;

G. Volunteers (e.g., individuals who are members of the Service League);

H. Employees whose employment contract with the District precludes participation in this Plan;

I. Independent contractors and each individual whom the District treats as if he or she were an independent contractor even if he or she might otherwise satisfy certain of the legal tests or criteria to be considered a common law employee of the District;

J. New Employees who are originally hired on or after January 1, 2027;

K. Eligible Employees who are hired before January 1, 2027, terminate employment on or after January 1, 2027, and are rehired more than six (6) months after their Termination of Employment Date; and

L. Eligible Employees who elect to participate in the enhanced 403(b) match contribution under the Washington Township Healthcare District Employer Matching Contributions Plan ("403(b) Employer Matching Contribution Plan"). Employees who are Ineligible Employees subject to this Section 3.01(L) shall have all service, performed on or after January 1, 2027 as an Ineligible Employee, included for purposes of determining Vesting Service.

3.02 Eligibility Requirements.

Each Eligible Employee, who was hired before January 1, 2014, must complete one (1) year of Eligibility Service in order to become a Participant in this Plan. Each Employee, who is hired on or after January 1, 2014 and before January 1, 2027 and who is not otherwise excluded from participation in the Plan, shall become a Participant in this Plan on the date on which the Employee becomes an Eligible Employee.

3.03 Commencement of Participation.

A. Eligible Employees who become Participants are Active Participants. By becoming a Participant, an Employee agrees to be bound by all terms, conditions and covenants of this Plan as then in effect or as thereafter amended.

B. Notwithstanding the preceding provisions:

1. Each Employee, who is hired before January 1, 2027 and who is not otherwise an Ineligible Employee and, thus, excluded from participation in the Plan, shall become a Participant in this Plan on the date on which the Employee becomes an Eligible Employee.

2. On or after January 1, 2027, if such an Eligible Employee terminates employment with the District prior to entering the Plan and is rehired by the District within six (6) months after termination of employment with the District, the Employee shall become a Participant in this Plan on the date on which the Employee becomes an Eligible Employee after being rehired by the District.

3. On or after January 1, 2027, if an Employee, who was hired before January 1, 2027, terminates employment with the District after entering the Plan and is rehired by the District within six (6) months after termination by the District, the Employee shall become a Participant in this Plan on the date on which the Employee becomes an Eligible Employee after being rehired by the District.

4. On or after January 1, 2027, if an Employee, who was hired before January 1, 2027, terminates employment with the District after entering the Plan and is rehired by the District more than six (6) months after termination by the District, the Employee shall not become a Participant in this Plan.

3.04 Inactive Participants.

A. An Employee who is an Active Participant shall cease to be an Active Participant upon the earliest of the following:

1. The date on which the Employee becomes an Ineligible Employee (or on the Employee's Retirement Date if the Employee becomes an Ineligible Employee within one (1) month of the Employee's Retirement Date);

2. If the Employee is absent from active service with the District (with or without pay) for any reason other than termination of employment (such as sickness, disability, or leave of absence), the first (1st) anniversary of the date on which the Employee begins such absence;

3. The Employee's Termination of Employment Date; or

4. The effective date of the termination of the Plan.

B. If an Employee has ceased to be an Active Participant because the Employee became an Ineligible Employee and the Employee resumes being an Eligible Employee on or before December 31, 2026, the Employee will become an Active Participant on the Plan Reentry Date next following or coincident with the date the Employee again becomes an Eligible Employee.

C. If an Employee has ceased to be an Active Participant because the Employee was absent from active service with the District (with or without pay) for any reason other than termination of employment (such as sickness, disability, leave of absence or layoff) for more than one (1) year, the Employee will become an Active Participant on the Plan Reentry Date next following or coincident with the date the Employee returns to active service with the District as an Eligible Employee.

D. Effective as of January 1, 2027, if an Employee has ceased to be an Active Participant because the Eligible Employee terminated employment with the District and the Employee is subsequently rehired as an Employee by the District more than six (6) months after his or her Termination of Employment Date, the Employee shall not become an Active Participant and will not be eligible to reenter the Plan.

3.05 Cessation Of Participation.

An Employee who is a Participant shall cease to be a Participant on the earlier of (i) the date of the Employee's death; (ii) the date the Employee terminates employment if he or she is not 100% vested at that time; or (iii) the date when the Participant receives all of the Participant's Vested Accrued Benefit from the Plan.

3.06 Military Leaves of Absence.

An Eligible Employee who is absent from the Employee's position of employment with the District by reason of service in the uniformed services and who is reemployed by the District in accordance with the Uniformed Services Employment And Reemployment Rights Act of 1994 ("USERRA"), shall be treated as not having incurred a break in service with the District by reason of such person's period or periods of service in the uniformed services. Each period of absence by an Eligible Employee for the performance of service in the uniformed services under USERRA shall, upon reemployment of the Employee by the District in accordance with USERRA, be deemed to constitute service as an Eligible Employee for purposes of determining the Employee's Eligibility Service, Accrual Service, and Vesting Service, to the extent required by USERRA and Code section 414(u). Such Eligible Employee shall also be credited with Compensation for purposes of determining his or her Normal Retirement Benefit under Section 5.01 for the period of his or her absence for the performance of service in the uniformed services in accordance with and to the extent required by USERRA and Code section 414(u). This provision shall also apply to service in the California National Guard to the extent required under the California Military and Veterans Code. Benefits shall be provided as required under Code section 401(a)(37) for any Participant who dies while performing qualified military service (as defined in Code section 414(u)) on or after January 1, 2007.

3.07 Omission of Eligible Employee.

If an Employee who should have been included as a Participant in the Plan was erroneously omitted, upon discovery of the error, the Administrator shall treat the omitted Employee as if the omitted Employee had not been omitted.

3.08 Exclusion of Ineligible Employee or Participant.

If any person is erroneously included as a Participant in the Plan, upon discovery of the error, the Administrator shall treat the ineligible person as if the included person had not been initially included.

ARTICLE 4. CONTRIBUTIONS

4.01 District Contributions.

A. Except as otherwise required under PEPRA and as set forth on Appendix B, the District shall from time to time make contributions to this Plan in such

amounts as are sufficient to fund the Plan's benefits on a sound actuarial basis as determined by the Plan's actuary.

B. The District expects to continue contributions to the Plan, but assumes no responsibilities beyond those required by law, and reserves the right to cease, suspend or to reduce contributions at any time upon appropriate action by an amendment to the Plan.

4.02 No Transfer from Other Plans.

This Plan will not accept rollover contributions or other transfers from other plans other than pursuant to a merger or consolidation in accordance with the Plan Merger paragraph in the article entitled Amendment and Termination, below.

ARTICLE 5. PLAN BENEFITS

5.01 Normal Retirement Benefit.

A. Except as otherwise provided herein, upon retirement at Normal Retirement Age, the normal retirement benefit of a Participant shall be a monthly benefit in the Normal Form equal to the greatest of the following:

1. An amount equal to the sum of:

a. One and twenty-five hundredths percent (1.25%) of the Participant's Average Compensation multiplied by the Participant's years of Accrual Service earned before January 1, 2012; plus

b. Fifty hundredths percent (0.50%) of the Participant's Average Compensation in excess of the Participant's Integration Level, if any, multiplied by the Participant's years of Accrual Service earned before January 1, 2012 (not to exceed thirty-five (35) years); plus

c. One and fifty hundredths percent (1.50%) of the Participant's Future Career Compensation multiplied by the Participant's years of Accrual Service earned after December 31, 2011;

2. An amount equal to one and fifty hundredths percent (1.50%) of the Participant's Career Average Compensation multiplied by the Participant's years of Accrual Service; or

3. An amount equal to fifteen dollars ($15) multiplied by the Participant's years of Accrual Service.

B. A Participant's monthly retirement benefit shall not decrease after payments commence by reason of any increase in Social Security benefits that occurs after the Participant's Termination of Employment Date.

C. New Participants shall only be entitled to the PEPRA retirement benefits set forth in Appendix B.

5.02 Early Retirement Benefit.

A. Except as otherwise provided herein, upon retirement at Early Retirement Age, the retirement benefit of a Participant shall be a monthly benefit in the Normal Form equal to the Participant's Accrued Benefit determined under the Normal Retirement Benefit paragraph, above, multiplied by the applicable early retirement factor in the following table based upon the number of years the Participant's Early Retirement Date precedes the Participant's Normal Retirement Date:

Years	Factor
1	93.33%
2	86.67%
3	80.00%
4	73.33%
5	66.67%
6	63.33%
7	60.00%
8	56.67%
9	53.33%
10	50.00%

The early retirement factors shall be prorated for a partial year (counting a partial month as a complete month).

B. Notwithstanding the preceding provision, there will be no factor applied to the Accrued Benefit of any Active Participant on the Participant's Early Retirement Date if the Participant retires from employment with the District after having reached age sixty (60) or older and completing thirty (30) or more years of Vesting Service. In addition, there will be no factor applied to the Accrued Benefit of any Active Participant on the Participant's Early Retirement Date if the Participant retires from employment with the District after having reached age sixty-two (62) or older and completing at least twenty (20) years of Vesting Service.

5.03 Late Retirement Benefit.

Except as otherwise provided herein, if a Participant continues to be employed by the District beyond such Participant's Normal Retirement Date, the retirement

benefit of the Participant shall be a monthly benefit in the Normal Form equal to the greater of:

A. The Participant's Accrued Benefit as of the Participant's Late Retirement Date, recognizing Compensation and years of Accrual Service subsequent to the Participant's attaining Normal Retirement Age; or

B. The Participant's Accrued Benefit determined under the Normal Retirement Benefit paragraph, above, as of the Participant's Normal Retirement Date multiplied by the applicable late retirement factor in the following table based upon the number of years the Participant's Late Retirement Date follows the Participant's Normal Retirement Date:

Years	Factor
1	106.00%
2	112.00%
3	119.00%
4	126.00%
5	134.00%
6	142.00%
7	150.00%
8	159.00%
9	169.00%
10	179.00%

The late retirement factors shall be prorated for a partial year (counting a partial month as a complete month). Factors for years beyond ten (10) shall be determined using a consistently applied reasonable actuarial equivalent method.

5.04 Termination Benefit.

A. If a Participant's Termination of Employment Date is before the Participant's Early Retirement Age or Normal Retirement Age, the retirement benefit of the Participant shall be a monthly benefit in the Normal Form equal to the Participant's Accrued Benefit determined under the Normal Retirement Benefit paragraph, above, as of the Participant's Termination of Employment Date, which benefit would normally become payable at the Participant's Normal Retirement Date, but only to the extent that the Participant was Vested on the Participant's Termination of Employment Date.

B. Such benefit shall commence on the Participant's Normal Retirement Date; provided, however, that the Participant may elect to commence the benefit on the Participant's Early Retirement Date in which case the amount of the Participant's benefit shall be adjusted for the early retirement factors set forth in the Early Retirement Benefit paragraph, above.

5.05 Disability Benefit.

A. Any Participant who becomes Totally and Permanently Disabled while an Employee and after completing at least five (5) years of Vesting Service shall be entitled to receive a disability retirement benefit. The disability retirement benefit of such a Participant shall be a monthly benefit in the Normal Form equal to the Participant's Accrued Benefit determined under the Normal Retirement Benefit paragraph, above, as of the day immediately preceding the Participant's disability onset date (as established under the Social Security Administration's disability determination for the Participant).

B. The disability retirement benefit shall commence on the first day of the month coincident or next following the later of (i) the Participant's disability onset date (as established under the Social Security Administration's disability determination for the Participant to the effect that the Participant is totally disabled under Title II of the federal Social Security Act) or (ii) the date that is twelve (12) months prior to receipt by the Administrator of the Participant's application for disability retirement benefits.

C. If the disability retirement benefit continues through the first day of the month before the Participant's Normal Retirement Date, retirement benefits shall be provided to the Participant on and after the Participant's Normal Retirement Date as if the Participant were an Active Participant on such date. The Participant must submit a retirement application and elect a form of payment in accordance with Section 8.04 at that time. The Participant's Accrued Benefit shall be equal to the Participant's Accrued Benefit as of the day before the disability retirement benefit began. However, such Accrued Benefit shall not be less than the amount of the disability retirement benefit paid to the Participant pursuant to this Disability Benefit paragraph.

D. If the Participant ceases to be Totally and Permanently Disabled prior to the Participant's Normal Retirement Date, then:

1. If the Participant returns to active service for the District within one (1) month of ceasing to be Totally and Permanently Disabled, the disability retirement benefit payments shall cease as set forth above and the Participant shall become an Active Participant as of such date; or

2. If the Participant does not return to active service for the District within one (1) month of ceasing to be Totally and Permanently Disabled, the disability retirement benefit payments shall cease as set forth above and the Participant's benefits shall be redetermined on the Participant's Termination of Employment Date under the Termination Benefit paragraph, above.

E. If the Participant dies prior to the Participant's Normal Retirement Date while receiving the disability retirement benefit and he or she is survived by a Spouse or Domestic Partner who meets the requirements for the Death Benefit under Section 5.06, then the Participant's Spouse or Domestic Partner is entitled to the Death Benefit as though the Participant had died while an active Employee with no adjustment for the disability benefits paid. If the Participant is not survived by a Spouse or Domestic Partner who meets the requirements for the Death Benefit under Section 5.06, then no Death Benefit shall be paid.

5.06 Death Benefit.

A. If a Participant who is married or in a Domestic Partnership dies before the Annuity Starting Date, a Qualified Pre-retirement Survivor Annuity shall be paid to the Participant's surviving Spouse or surviving Domestic Partner (as the case may be), but only if:

1. The Participant is survived by a Spouse to whom the Participant was lawfully and continually married throughout the one (1) year period ending on the date of the Participant's death or a Domestic Partner with whom the Participant was lawfully and continually in a Domestic Partnership throughout the one (1) year period ending on the date of the Participant's death; and

2. The Participant was Vested in the Participant's Accrued Benefit derived from District contributions at the time of the Participant's death.

If the Participant's surviving Spouse or Domestic Partner dies before benefits commence, no benefit shall be paid to the Participant's surviving Spouse or Domestic Partner or to any other person.

B. If a Participant who is married or in a Domestic Partnership dies before the Annuity Starting Date and no Qualified Pre-retirement Survivor Annuity is payable to the Participant's surviving Spouse or Domestic Partner under the preceding provision, no benefit shall be paid to the Participant's surviving Spouse or Domestic Partner or to any other person.

C. If a Participant who is neither married nor in a Domestic Partnership dies before the Annuity Starting Date, no benefit shall be paid to any person regardless of whether the Participant was Vested in the Participant's Accrued Benefit derived from District contributions.

5.07 Early Retirement Incentive Program.

A. An enhanced early retirement benefit shall be made available to certain Participants in accordance with and subject to the terms of the Washington Township Health Care District 2024 Voluntary Early

Retirement Incentive Program ("ERIP").

B. **Eligibility for ERIP**. A Participant is eligible to receive the ERIP pursuant to this Section 5.07 if the Eligible Employee is a participant in the ERIP as set forth in Section D of the ERIP and upon such Participant's Termination Date, as that term is defined in the ERIP.

C. **Description of Early Enhanced Benefits**. Subject to the applicable limitations of Code Section 415, for Participants who have elected to participate in the ERIP and such election has been accepted by the District ("ERIP Participant"), the enhanced early retirement incentive benefit payable to such ERIP Participant shall be the Early Retirement Benefit as set forth in Section 5.02(A) of the Plan except that the early retirement factors shall be amended as follows:

Years	Factor
1	100%
2	100%
3	100%
4	100%
5	100%
6	93.33%
7	86.67%
8	80.00%
9	73.33%
10	66.67%

The early retirement factors shall be prorated for a partial year (counting a partial month as a complete month).

D. Early Retirement Benefits for an ERIP Participant shall commence in accordance with the terms of the Plan including but not limited to Article 8 of the Plan.

ARTICLE 6. LIMITATIONS ON PLAN BENEFITS

6.01 Benefit Limitations in General.

A. This Plan specifically incorporates herein by this reference the applicable limitations under Code section 415 and the Treasury regulations thereunder, as in effect from time to time. Notwithstanding any other provision of this Plan to the contrary:

1. The normal retirement benefit with respect to a Participant under this Plan and all other defined benefit plans maintained by the District, or any Affiliated Employer, shall not exceed the limitations under Code section 415; and

2. The annual additions with respect to a Participant under this Plan and all other defined contribution plans maintained by the District, or any Affiliated Employer, shall not exceed the limitations under Code section 415.

B. For purposes of the limitations under Code section 415, this Plan uses the definition of "compensation" set forth in Treasury regulations sections 1.415(c)-2(b) and (c) (sections 1.415-2(d)(2) and (3) for limitation years beginning before 2008), and the compensation actually paid or made available to the Employee within the limitation year shall be the compensation used for purposes of the limitations under Code section 415.

C. The "limitation year" shall be the Plan Year.

ARTICLE 7. VESTING AND FORFEITURES

7.01 Full Vesting.

A Participant shall become one hundred percent (100%) Vested in the Participant's Accrued Benefit derived from District contributions when either:

A. The Participant, while an Employee, attains Normal Retirement Age;

B. The Participant, while an Employee, becomes Totally and Permanently Disabled; or

C. The Participant is credited with five (5) years of Vesting Service.

Otherwise, a Participant shall be zero percent (0%) Vested and shall receive no benefit from this Plan.

7.02 No Divestment for Cause.

Except as provided in the Lost Participant or Beneficiary paragraph, below, this Plan does not permit divestment for cause. No Vested benefit provided hereunder to a Participant or Beneficiary shall be forfeited or divested for any reason or cause whatsoever, including withdrawal of a Participant's contributions or earnings thereon.

7.03 Lost Participant or Beneficiary.

If, according to the records of the Plan, a Participant has reached Normal Retirement Age and the Participant or the Participant's Beneficiary has not made a claim for benefits, the Participant's Vested Accrued Benefit shall be held until the last day of the third Plan Year ending after the Participant's Normal Retirement Age, at which time, if the Participant or Beneficiary cannot be located after reasonable efforts, it shall be forfeited; provided, however, that if a claim is later made by the Participant or the Participant's Beneficiary for the forfeited benefit, the

District will reinstate the amount of the Vested Accrued Benefit that had been forfeited so that the reinstated amounts received by the Participant or the Participant's Beneficiary are actuarially equivalent to the amounts that the Participant or the Participant's Beneficiary would have otherwise received.

ARTICLE 8. PAYMENT OF BENEFITS

8.01 Measure of Benefits.

Except as otherwise indicated, the benefit distributable to a Participant, or to the Participant's Beneficiary or Beneficiaries in the event of the Participant's death, shall be the Actuarial Equivalent of the Participant's Vested Accrued Benefit.

8.02 Nonliability.

The District does not guarantee the Trust, the Participants or their Beneficiaries against loss of or depreciation in value of any right or benefit that any of them may acquire under the terms of this Plan. All of the benefits payable hereunder shall be paid or provided for solely from the Trust.

8.03 Mechanics of Payment.

The Trustee, with respect to any benefit, is authorized to pay benefits directly from the Trust; to invest the amount of the benefit in an annuity contract for the benefit of the Participant or the Participant's Beneficiary, endorsed as nontransferable, that shall be distributed to the Participant or the Participant's Beneficiary; or to use any combination of the preceding methods.

8.04 Method of Payment of Benefits.

The Administrator shall determine the Vested amount of the Participant's Accrued Benefit and the time when benefit payments may commence and the Administrator shall distribute the Participant's Accrued Benefit in accordance with the method of payment of benefits selected by the Participant (or the Beneficiary of a deceased Participant) in accordance with the provisions of the Plan from among the following.

A. Married Participants and Participants In A Domestic Partnership.

1. Unless otherwise elected as provided below, a Participant who is married or in a Domestic Partnership on the Annuity Starting Date shall receive the value of the Participant's benefits in the form of an immediate Qualified Joint And Survivor Annuity.

2. Any election to waive the Qualified Joint And Survivor Annuity must be made by the Participant in writing during the Election Period (as defined below) and be consented to in writing by the Participant's Spouse or Domestic Partner (as the case may be);

provided, however, that such spousal or Domestic Partner consent shall not be required if the Participant elects a reduced benefit throughout the Participant's life and, following the Participant's death, continuing at the same or a reduced amount to the Participant's Spouse or Domestic Partner on the Annuity Starting Date if such Spouse or Domestic Partner survives the Participant, as permitted below. Such Spouse's or Domestic Partner's written consent must designate a beneficiary or a form of benefits which may not be changed without spousal or Domestic Partner consent (unless the spousal or Domestic Partner consent expressly permits designations by the Participant without any requirement of further spousal or Domestic Partner consent), acknowledge the effect of such election, and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse or Domestic Partner, the Spouse or Domestic Partner cannot be located, or other circumstances that may be prescribed by Treasury regulations. The election made by the Participant and consented to by the Participant's Spouse or Domestic Partner may be revoked by the Participant in writing without the consent of the Spouse or Domestic Partner at any time during the Election Period. Any new election must comply with the requirements of this subparagraph. A former Spouse's or Domestic Partner's waiver shall not be binding on a new Spouse or Domestic Partner.

3. With regard to the election, the Administrator shall provide the Participant, consistent with Treasury regulations, a written explanation of:

   a. The terms and conditions of the Qualified Joint And Survivor Annuity;

   b. The Participant's right to make an election to waive the Qualified Joint And Survivor Annuity;

   c. The right of the Participant's Spouse or Domestic Partner to consent to any election to waive the Qualified Joint And Survivor Annuity; and

   d. The right of the Participant to revoke such election, and the effect of such revocation.

   Such written explanation shall be provided no less than thirty (30) days and no more than one hundred and eighty (180) days before the Annuity Starting Date (prior to 2007, no more than ninety (90) days before the Annuity Starting Date). A Participant may elect (with any

applicable spousal or Domestic Partner consent) to waive the requirement that the written explanation required above be provided at least thirty (30) days before the Annuity Starting Date if the distribution commences more than seven (7) days after such explanation is provided.

4. For purposes of the Qualified Joint And Survivor Annuity, the Election Period means the period of one hundred and eighty (180) days ending on the Annuity Starting Date (prior to 2007, the period of ninety (90) days ending on the Annuity Starting Date).

5. The Qualified Joint And Survivor Annuity provided for in this paragraph shall apply only to Participants who are credited with an hour of service on or after August 23, 1984. Former Participants, who are not credited with an hour of service on or after August 23, 1984, shall be provided with the rights to a joint and survivor annuity in accordance with section 303(e)(1) of the Retirement Equity Act of 1984. The Qualified Joint And Survivor Annuity shall apply to the Participant's benefits derived from both District contributions and Employee voluntary contributions.

6. In the event a Participant who is married or in a Domestic Partnership on the Annuity Starting Date duly elects not to receive the retirement benefit in the form of a Qualified Joint And Survivor Annuity, the Administrator shall direct the Trustee to distribute to the Participant, or the Participant's Beneficiary, any amount to which the Participant is entitled under the Plan in one of the following methods as elected by the Participant:

    a. A single life annuity;

    b. A reduced benefit throughout the Participant's life with a five (5) year term certain;

    c. A reduced benefit throughout the Participant's life with a ten (10) year term certain;

    d. A reduced benefit throughout the Participant's life with a fifteen (15) year term certain;

    e. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at fifty percent (50%) of the reduced amount to the Participant's Beneficiary if such Beneficiary survives the Participant;

    f. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at sixty-six and two-thirds percent (66-2/3%) of the reduced amount to the

Participant's Beneficiary if such Beneficiary survives the Participant; or

g. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at one hundred percent (100%) of the reduced amount to the Participant's Beneficiary if such Beneficiary survives the Participant.

B. Participants Who Are Not Married or In A Domestic Partnership.

Unless otherwise elected, a Participant who is not married or in a Domestic Partnership on the Annuity Starting Date shall receive the value of the Participant's benefits in the form of a single life annuity. An election to waive the single life annuity shall comply with the provisions of this Method of Payment of Benefits paragraph as if it were an election to waive the Qualified Joint And Survivor Annuity by a Participant who is married or in a Domestic Partnership, but without the spousal or Domestic Partner consent requirement. In the event a Participant who is not married or in a Domestic Partnership on the Annuity Starting Date duly elects not to receive the retirement benefit in the form of a single life annuity, the Administrator shall direct the Trustee to distribute to the Participant, or the Participant's Beneficiary, any amount to which the Participant is entitled under the Plan in one of the following methods as elected by the Participant:

1. A reduced benefit throughout the Participant's life with a five (5) year term certain;

2. A reduced benefit throughout the Participant's life with a ten (10) year term certain;

3. A reduced benefit throughout the Participant's life with a fifteen (15) year term certain;

4. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at fifty percent (50%) of the reduced amount to the Participant's Beneficiary if such Beneficiary survives the Participant;

5. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at sixty-six and two-thirds percent (66-2/3%) of the reduced amount to the Participant's Beneficiary if such Beneficiary survives the Participant; or

6. A reduced benefit throughout the Participant's life and, following the Participant's death, continuing at one hundred percent (100%) of the reduced amount to the Participant's Beneficiary if such Beneficiary survives the Participant.

C. Lump Sum Distribution Option for Small Benefits.

If the present value of the Participant's Vested benefit does not exceed $10,000, the Participant may elect to receive distribution of his or her benefit in a single lump sum. The consent of the Participant's Spouse or Domestic Partner is not required for such an election. Such election may be made by the Participant anytime after the Participant's Termination of Employment.

D. Incidental Benefits.

Death and other nonretirement benefits payable under the Plan shall be incidental to the primary purpose of the Plan. Thus, distributions to the Participant under the Plan shall be in sufficient amounts so that the relationship of a Participant's total benefits under the Plan to the deferred compensation payable to the Participant under the Plan is such that the primary purpose of the Plan is to provide deferred compensation to the Participant, all as required by Code section 401(a)(9)(G) and the Treasury regulations promulgated thereunder.

E. Eligible Rollover Distributions.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Method of Payment of Benefits paragraph, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. Effective for distributions after December 31, 2007, a Distributee may also elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA specified by the Distributee in a "qualified rollover contribution" in accordance with Section 408A of the Code.

For purposes of this Section 8.04 E., the following definitions apply:

1. Direct Rollover. "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

2. Distributee. "Distributee" means an Employee or former Employee who receives a distribution from the Plan. "Distributee" also means the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), with regard to the interest of the Spouse or former Spouse. Effective for distributions after December 31, 2007, a distributee also includes a Participant's or former Participant's non-spouse designated Beneficiary with regard to the

interest of such non-spouse Beneficiary. However, in the case of a non-spouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Sections 408(a) or (b) of the Code ("IRA") that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to Section 402(c)(11) of the Code.

3. Eligible Retirement Plan. "Eligible Retirement Plan" means a qualified trust described in Code section 401(a), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b) other than an endowment contract, or an eligible deferred compensation plan described in Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution.

4. Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee; provided, however, that an Eligible Rollover Distribution does not include:

a. Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more;

b. Any distribution to the extent such distribution is required under Code section 401(a)(9);

c. The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and

d. Any distribution made on account of hardship.

8.05 Commencement of Payment of Benefits.

A. Benefits Commencement In General.

1. Except as otherwise provided herein, the distribution of the benefits due to a Participant shall commence after the Participant's

Termination of Employment Date and on the Participant's Retirement Date as set forth in the Plan Benefits article, above.

2. If a Participant has elected to have the Participant's benefits paid under one of the forms of benefit permitted under the Plan under which benefits become payable to the Participant's Beneficiary, then such payments to the Beneficiary shall commence one (1) month after the last payment due to the deceased Participant, and shall terminate with the last payment due prior to the death of the Beneficiary.

B. Required Minimum Distributions.

1. Notwithstanding anything contained in this Plan to the contrary, unless the Participant or the Participant's Beneficiary has made a valid election under TEFRA section 242(b), the Participant's entire interest either (i) will be distributed to the Participant not later than the Required Beginning Date or (ii) will be distributed beginning not later than the Required Beginning Date, in accordance with the Treasury regulations promulgated under Code section 401(a)(9), over the life of the Participant or over the lives of the Participant and the Participant's designated Beneficiary (or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and the Participant's designated Beneficiary).

2. For purposes of the preceding provision, the Required Beginning Date shall be April 1 of the calendar year following the later of:

a. The calendar year in which the Participant retires; or

b. The calendar year in which the Participant attains age 73 (or age 72 if the Participant reached age 72 following January 1, 2020 and before January 1, 2023, or age 70½ if the Participant reached age 70½ before January 1, 2020).

3. Effective as of January 1, 1997, if a Participant attained age seventy and one-half (70-1/2) on or after January 1, 1997, but did not retire from the District, the Participant may elect to commence distributions under Code section 401(a)(9).

4. Distributions required under this paragraph shall be determined and made in accordance with Code section 401(a)(9), including the incidental death benefit requirement in Code section 401(a)(9)(G), and the Final Treasury regulations promulgated thereunder, including, but not limited to, Treasury regulation section 1.401(a)(9)-6.

5. Distributions made pursuant to a valid election under TEFRA section 242(b) shall meet the requirements of Code section 401(a)(9) as in effect on December 31, 1983, and must satisfy the requirements of Code sections 401(a)(11) and 417.

8.06 Distributions To Rehired Employees.

Unless otherwise provided in Appendix B, a Participant who is receiving benefit payments under this Plan, or who previously received a single lump sum distribution of the Participant's benefits under this Plan, and who is subsequently reemployed by the District, shall not have benefits suspended and shall receive an additional benefit equal to the benefit that the Participant accrues after the Participant's Reemployment Commencement Date. However, to the extent permitted by law, such additional benefit that accrues after the Participant's Reemployment Commencement Date may be offset to the extent of the actuarial equivalent of such distribution of benefits. Such additional benefit accrued by a Participant shall commence upon the Participant's subsequent Termination of Employment Date, unless such additional benefit must commence at an earlier date as required by the provisions of Code section 401(a)(9). There shall be no duplication of benefits to such a Participant. Such additional benefit shall be paid to the Participant in the same form as the benefits that had already commenced.

8.07 Payment Of Death Benefits.

A. Qualified Pre-retirement Survivor Annuity.

1. If payments are required to a Vested Participant's surviving Spouse or Domestic Partner in the form of a Qualified Pre-retirement Survivor Annuity under the Death Benefit paragraph, above, the payment of such benefits must commence by the date the Participant would have attained the Normal Retirement Age under the Plan, unless the surviving Spouse or Domestic Partner elects to have the annuity distributed at a later date or unless otherwise elected as provided below.

2. The Qualified Pre-retirement Survivor Annuity shall apply only to Participants who are credited with an hour of service on or after August 23, 1984. Former Participants, who are not credited with an hour of service on or after August 23, 1984, shall be provided with rights to the Qualified Pre-retirement Survivor Annuity in accordance with section 303(e)(2) of the Retirement Equity Act of 1984.

3. The surviving Spouse or Domestic Partner of a Participant entitled to a Qualified Pre-retirement Survivor Annuity may elect to begin benefits on any first day of the month on or after the earliest date retirement benefits could have been paid to the Participant if the

Participant had ceased employment on the date of death and survived to retire. Notwithstanding the foregoing, if a surviving Spouse or Domestic Partner is entitled to elect a single lump sum distribution under Section 8.07 A.4.b., the election may be made at any time after the Participant's death.

4. The surviving Spouse or Domestic Partner may elect to receive payment in the form of a Qualified Pre-retirement Survivor Annuity. Alternatively, the surviving Spouse or Domestic Partner of a Participant may elect, in the same manner and under the same terms and conditions as the Participant would have had under the Method of Payment of Benefits paragraph, above, as if the Participant had terminated employment with the District on the date of death:

   a. Any annuity form of retirement benefit provided under the Method of Payment of Benefits paragraph, above; or

   b. If the present value of the benefit does not exceed ten thousand dollars ($10,000), a single lump sum distribution.

B. Death After Annuity Starting Date.

If a Vested Participant dies after the Annuity Starting Date, the death benefit, if any, will be determined by the form of retirement benefit in effect on the date of the Participant's Death.

C. Required Minimum Distributions of Death Benefits.

Notwithstanding anything contained in this Plan to the contrary:

1. If distribution has begun to the Participant and the Participant dies before the Participant's entire interest has been distributed, then the remaining portion of the Participant's interest shall be distributed at least as rapidly as under the method of distributions being utilized as of the date of the Participant's death.

2. If the Participant dies before the distribution of the Participant's interest has begun, either:

   a. The entire interest of the Participant shall be distributed by the end of the fifth (5th) calendar year following the calendar year of the Participant's death; or

   b. If any portion of the Participant's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such designated Beneficiary) and such

distribution shall begin by the end of the calendar year following the calendar year of the Participant's death; provided however, that:

(1) If the designated Beneficiary is the Participant's surviving Spouse, then the date on which the distributions are required to begin shall not be earlier than the date on which the Participant would have attained age 73 (or age 72 if the Participant reached age 72 following January 1, 2020 and before January 1, 2023, or age 70½ if the Participant reached age 70½ before January 1, 2020); and

(2) If the surviving Spouse dies before the distributions to such Spouse begin, this provision shall be applied as if the surviving Spouse were the Participant.

3. For purposes of this subparagraph, any amount paid to a child shall be treated as if it had been paid to the surviving Spouse if such amount will become payable to the surviving Spouse upon such child reaching majority or such other designated event all as prescribed by the Secretary of the Treasury.

4. All distributions required under this paragraph shall be determined and made in accordance with Code Section 401(a)(9) and the Final Treasury regulations issued thereunder.

8.08 Distributions To Incapacitated Persons.

Whenever, in the Administrator's opinion, a person who is entitled to receive any payment of benefits hereunder is unable to manage his or her personal financial affairs by reason of minority, death, illness or infirmity, mental incapacity or incompetency of any kind, the Administrator may in its discretion:

A. Make payments to the persons or institutions that are providing for the care and maintenance of the Participant and continue to make such payments to them until a duly appointed legal representative makes a claim for the payment;

B. Apply the payment for the benefit of such Participant or Beneficiary in such manner as the Administrator considers advisable;

C. Make payments to the legally appointed guardian of such person;

D. Make payments as directed by a court of competent jurisdiction; or

E. Deposit any amount due to a minor to his or her credit in any savings or commercial bank of the Administrator's choice.

Any payment of a benefit or installment thereof in accordance with the provisions of this Plan shall be a complete discharge of any liability of the District, the Administrator, the Trustee, the Plan and the Trust of any further liability therefor.

8.09 Repayment Of Overpayment of Benefits.

By accepting payment of proceeds under this Plan, the Participant or the Participant's Beneficiary receiving the payment agrees that, in the event of overpayment, any remaining payments may be adjusted to correct the overpayment and/or the Participant or the Participant's Beneficiary will promptly repay the amount of overpayment. Correction of overpayments shall be made pursuant to an overpayment policy established by the Administrator.

8.10 Alternate Payees.

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order" as those terms are defined in Code section 414(p); provided, however, that a "qualified domestic relations order" shall include a domestic relations order related to a Domestic Partnership or former Domestic Partnership and an "alternate payee" shall include a Participant's Domestic Partner or former Domestic Partner to the extent required under Division 2.5 of the California Family Code. Notwithstanding any other provision of this Plan, a distribution may be made to an alternate payee pursuant to a qualified domestic relations order prior to the times otherwise specified in this Plan if the qualified domestic relations order requires such a distribution.

ARTICLE 9. PLAN ADMINISTRATION

9.01 Funding Policy.

The Board of Directors of the District may establish a funding policy and method, i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and whether investment growth and the stability of same is a more current need, or shall appoint a qualified person to do so. The Board of Directors of the District or its delegate shall communicate such needs and goals to the Trustee, who shall coordinate such Plan needs with its investment policy. The communication of such a funding policy and method shall not, however, constitute a directive to the Trustee as to the investment of the Trust. Such funding policy and method shall be consistent with the objectives of this Plan.

9.02 Designation Of the Administrator.

The District is the Administrator of the Plan.

9.03 Duties Of the Administrator.

The primary responsibility of the Administrator is to administer the Plan in accordance with its terms.

9.04 Administrative Functions.

The Administrator's administrative functions include the following:

A. Determine Participant eligibility;

B. Compute and allocate Plan contributions;

C. Compute and allocate forfeitures and Vested interests;

D. Compute service credits, interest adjustments, and benefits;

E. Calculate distributable benefits and instruct the Trustee as to the amount and frequency of payments to the distributees; and

F. Process claims and appeals from claims denied.

9.05 Powers Of the Administrator.

Subject to the limitations of the Plan, the Administrator shall establish rules for the administration of the Plan and the transaction of its business. In addition to other powers expressed herein, the Administrator has the sole and exclusive discretionary authority to interpret and construe the Plan (which in this context includes the SPD, trust document, and any other related documents) and to decide all matters arising under the Plan, including the discretionary right to resolve ambiguities, inconsistencies, omissions or equitable considerations. The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan. Without limiting the generality of the foregoing but in amplification thereof, the Administrator shall have the discretionary power to:

A. Provide such rules and regulations as deemed necessary or appropriate for the proper and efficient administration of the Plan, and, from time to time, to amend or supplement such rules and regulations;

B. Interpret and construe the provisions of the Plan, which interpretation and construction shall be final, conclusive and binding on persons claiming benefits under the Plan;

C. Correct any defect, supply any omission or reconcile any inconsistency in the Plan, in such a manner and to such extent as it shall deem necessary or expedient to carry the Plan into effect;

D. Determine answers to, or appropriate handling of, all questions that may arise under the Plan including questions submitted by Participants;

E. Decide all questions concerning the Plan, including eligibility, participation, coverage and benefits, and resolve any and all disputes that may arise involving Participants, former Participants or Beneficiaries which resolution shall be final and binding;

F. Require any person to furnish such information as the Administrator may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

G. Determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan, inform the District of the amount of such benefits, *and* provide a full and fair review to any claim for benefits which has been denied in whole or in part;

H. Designate other person(s) to carry out any duty or power which would otherwise be a ministerial or fiduciary responsibility of the Administrator under the terms of the Plan including but not limited to delegating certain claims administration duties to a claims administrator; and

I. Notify Plan Participants and Beneficiaries of any substantive amendment or termination of the Plan or change of benefits available under the Plan.

Any such determination by the Administrator shall be conclusive and binding upon all persons.

9.06 Records.

The Administrator shall maintain (or cause to be maintained) such records and may make such rules, computations, interpretations, and decisions as may be necessary or desirable for the proper administration of the Plan.

9.07 Employment Records.

The District shall maintain sufficient employment records to calculate benefits under this Plan for each Employee. The District shall make such records available to the Administrator, in a timely manner, and the District shall be responsible for the accuracy of such information, upon which the Administrator is entitled to rely.

9.08 Reports And Disclosure.

The District, the Administrator, or both shall prepare, file (or cause to be filed), and distribute (or cause to be distributed), in a timely manner, all reports and information as may be legally required by the Code, the Internal Revenue Service, or any other government agency. The Administrator shall prepare such reports from records kept by it and information furnished by the District and the Trustee.

9.09 Appointment And Responsibility of Representatives.

A. The Administrator may engage the services of one or more third parties, and may appoint one or more representatives, accountants, counsel, specialists, and other advisory and clerical persons, as the Administrator deems necessary or desirable to assist the Administrator in the administration of the Plan.

B. All usual and reasonable expenses of third parties and appointees regarding Plan administration and asset management may be paid in whole by the Plan, the District, or in part by the District and in part by the Plan.

C. The Administrator may designate any person as its agent for any purpose. The designated representative of the Administrator shall be responsible only for those specific powers, duties, responsibilities and obligations specifically given to it by the Administrator.

D. The Administrator, the District and any person to whom the Administrator may delegate any duty or power in connection with the Plan's administration may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant (including employees who are actuaries or accountants), legal counsel, or other specialist, and they shall be fully protected whenever they take action based in good faith in reliance thereon. All actions taken in good faith reliance on advice from the advisors are conclusive upon all persons.

E. Any benefits not paid by the District or by the Plan shall not be the responsibility of the third parties, appointees or designated representatives referenced above.

9.10 Written Communications.

Written communication to the Administrator, the Trustee, or the District, or to their agents or representatives, must be received before the expiration of any time period specified under the Plan, the Summary Plan Description ("SPD") issued with respect to the Plan, or any Trust, or any modifications to the Plan, the SPD, or any Trust. The records of the Administrator or the Trustee, and the records of their agents or representatives, will be conclusive as to whether a communication has been received and the date of such receipt, without regard to the common law "mailbox rule," unless the sender produces a United States Postal Service return receipt. The common law "mailbox rule" applies for all other purposes under the Plan, the SPD, and any Trust as constituted or subsequently modified.

ARTICLE 10. VOLUNTARY PARTICIPANT CONTRIBUTIONS

10.01 General.

A. The Plan previously allowed Participants to make Voluntary Participant Contributions to the Plan. As of the Effective Date, no additional Voluntary Participant Contributions shall be made to, or accepted by, the Plan.

B. The provisions of this Article apply only to such Voluntary Participant Contributions as have previously been made to and accepted by the Plan. Voluntary Participant Contributions also are governed by other provisions of this Plan, except to the extent inconsistent with this Article.

10.02 Definitions.

The following definitions apply to this Article:

A. "Account" means the account maintained by the Administrator for each Participant representing Voluntary Participant Contributions made by the Participant under the Plan, if any, adjusted for withdrawals, income, expenses and realized and unrealized gains and losses attributable thereto.

1. A Participant shall always be one hundred percent (100%) Vested in the Participant's Account.

2. The Voluntary Participant Contributions of each Participant shall be accounted for separately from the District's contributions in the Participant's Account. The handling of Voluntary Participant Contributions which are directed to a group annuity contract into which the District enters or has entered with the Principal Life Insurance Company and/or any other insurance company or companies shall be governed by the provisions of such group annuity contract.

B. "Election Period" means the period beginning on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ending on the date of the Participant's death. In the event a Participant terminates employment with the District prior to the first day of the Plan Year in which the Participant attains age thirty-five (35), the election period shall begin on the date of such termination of employment with the District.

C. "Voluntary Participant Contributions" means contributions made by a Participant to a Participant's Account that are not required as a condition of employment or participation or for obtaining additional benefits from the District Contributions.

10.03 Lump Sum Distribution Upon Distributable Event.

Subject to the other requirements of this Plan concerning annuity payments, spousal and Domestic Partner consents, survivor rights and elections, a Participant shall, upon written notice to the Trustee, be entitled to withdraw in a single lump sum any part of the Participant's Account upon the occurrence of a distributable event. For purposes of this Section 10.03, a distributable event means any of the following: (a) the Participant's separation from service with the District; (b) the Participant's attainment of age fifty-nine and one-half (59 ½); (c) the Participant becoming Totally and Permanently Disabled as defined in Section 2.53; or (d) the Participant's death.

10.04 Distribution of Account Upon Retirement Date.

A. On the Participant's Retirement Date, the Participant's Account shall be distributed in accordance with this Section 10.04.

B. If a Participant is married or in a Domestic Partnership on the Annuity Starting Date, the Participant's Account shall be distributed in the form of a Qualified Joint and Survivor Annuity unless, in accordance with Section 8.04.A., the Participant elects an optional form of benefit listed in such section. For purposes of distributing the Participant's Account, the Qualified Joint and Survivor Annuity includes an installment refund feature. If a Participant is not married or in a Domestic Partnership on the Annuity Starting Date, the Participant's Account shall be distributed in the form of a single life annuity with an installment refund feature unless, in accordance with Section 8.04.B., the Participant elects an optional form of benefit listed in such section.

C. A Participant's Account may also be distributed at the Participant's election (subject to any applicable consent rules) in one of the following additional optional forms of benefit:

1. A single lump sum;

2. A single life annuity with an installment refund feature;

3. A benefit throughout the Participant's life, with an installment refund feature, and, following the Participant's death, continuing at fifty percent (50%) of such amount to the Participant's Beneficiary if such Beneficiary survives the Participant;

4. A benefit throughout the Participant's life, with an installment refund feature, and, following the Participant's death, continuing at sixty-six and two-thirds percent (66-2/3%) of such amount to the Participant's Beneficiary if such Beneficiary survives the Participant;

5. A reduced benefit throughout the Participant's life, with an installment refund feature, and, following the Participant's death, continuing at one hundred percent (100%) of such amount to the Participant's Beneficiary if such Beneficiary survives the Participant;

6. A fixed period annuity for any period of whole months of not less than sixty (60) and not more than the life expectancy of the Participant or the life expectancy of the Participant and the Participant's designated Beneficiary.

10.05 Designation of Beneficiary.

A. Each Participant shall have the right to designate, on forms provided by the Administrator, a Beneficiary or Beneficiaries to receive the Participant's Account, if any, on the Participant's death, and shall have the right, at any time, to revoke such designation or to substitute another such Beneficiary or Beneficiaries without the consent of any Beneficiary; provided, however, that (a) a married Participant and Spouse shall both designate any non-Spouse Beneficiary or Beneficiaries by making a valid waiver of the Qualified Pre-retirement Survivor Annuity in the manner prescribed below and by the Participant's Spouse waiving such Spouse's right to be the Participant's Beneficiary, and (b) a Participant who is in a Domestic Partnership and his or her Domestic Partner shall both designate any non-Domestic Partner Beneficiary or Beneficiaries by making a valid waiver of the Qualified Pre-retirement Survivor Annuity in the manner prescribed below and by the Participant's Domestic Partner waiving such Domestic Partner's right to be the Participant's Beneficiary. Spousal or Domestic Partner consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse or Domestic Partner, the Spouse or Domestic Partner cannot be located, or other circumstances that may be prescribed by Treasury regulations.

B. If, upon the death of a Participant, there is no valid designation of Beneficiary on file with the Administrator, the Participant's Beneficiary shall be the Participant's surviving Spouse or Domestic Partner, or if the Participant is not married or in a Domestic Partnership, the Participant's estate.

10.06 Pre-Retirement Death Benefits.

A. If a Participant dies before the Annuity Starting Date, the Participant's Account shall be paid to his or her Beneficiary as follows:

1. If the Participant is married or in a Domestic Partnership on the date of his or her death, the Participant's Account shall be paid in the

form of a Qualified Pre-retirement Survivor Annuity to the Participant's surviving Spouse or Domestic Partner, but only if (a) the Participant is survived by a Spouse to whom the Participant was lawfully and continually married throughout the one (1) year period ending on the date of the Participant's death or a Domestic Partner with whom the Participant was lawfully and continually in a Domestic Partnership throughout the one (1) year period ending on the Participant's death, and (b) the surviving Spouse or Domestic Partner has not waived the Qualified Pre-retirement Survivor Annuity and consented to the designation of a non-Spouse or non-Domestic Partner Beneficiary as provided below. For purposes of distributing the Participant's Account, the Qualified Pre-retirement Survivor Annuity shall include an installment refund feature.

2. If, on the date of his or her death, a Participant is married or in a Domestic Partnership but no Qualified Pre-retirement Survivor Annuity is payable to the Participant's surviving Spouse or Domestic Partner under the preceding provision, or if a Participant is neither married nor in a Domestic Partnership, the Participant's Account shall be paid to the Participant's Beneficiary.

B. The surviving Spouse or Domestic Partner may elect to begin payment of benefits under a Qualified Pre-retirement Survivor Annuity on any first day of the month on or after the date of the Participant's death. However, payment of such benefits must commence by the date the Participant would have attained Normal Retirement Age under the Plan unless the surviving Spouse or Domestic Partner elects to defer distribution until a later date (subject to the requirements of Section 8.07.C.). If the Participant's surviving Spouse or Domestic Partner dies before benefits commence, the Participant's Account shall be paid to the surviving Spouse's or Domestic Partner's beneficiary in a single lump sum distribution. For this purpose, a surviving Spouse's or Domestic Partner's beneficiary is the beneficiary designated by such surviving Spouse or Domestic Partner on the forms provided by the Administrator. If there is no valid beneficiary designation on file at the time of the surviving Spouse's or Domestic Partner's death, the surviving Spouse's or Domestic Partner's beneficiary is his or her estate.

C. In lieu of receiving benefits in the form of a Qualified Pre-retirement Survivor Annuity, the surviving Spouse or Domestic Partner may elect to receive payment of the Participant's Account (i) in a single lump sum or (ii) in any annuity form the Participant would have been permitted to elect under Section 10.04, had the Participant terminated employment with the District on the date of death.

D. If either (i) the Participant's surviving Spouse or Domestic Partner is not the Participant's Beneficiary or (ii) the Participant has no surviving Spouse

or Domestic Partner, the Participant's Account shall be paid to the Participant's Beneficiary in the form of a single lump sum distribution.

E. Any election to waive the Qualified Pre-retirement Survivor Annuity during the Participant's lifetime must be made by the Participant in writing during the Election Period and shall require the consent of the Participant's Spouse or Domestic Partner in the same manner provided in Section 8.04. With regard to the election, the Administrator shall provide to each Participant a written explanation of the Qualified Pre-retirement Survivor Annuity containing comparable information to that required with respect to the Qualified Joint and Survivor Annuity. Such information shall be provided to a Participant within whichever of the following periods ends last:

1. The period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35);

2. A reasonable period after the Participant becomes a participant in the Plan; or

3. In the case of a Participant who terminates employment with the District before attaining age thirty-five (35), a reasonable period after such separation.

10.07 Rollover of Distributions from Participants' Accounts.

Notwithstanding anything in Section 8.04.E. to the contrary, a distribution to a Participant (or to the Participant's surviving Spouse) from an Account shall not fail to be an "Eligible Rollover Distribution" merely because the portion consists of after-tax Employee contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) and 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible.

10.08 Actuarial Equivalence.

The benefit payable from the Participant's Account as an optional form shall be the actuarial equivalent of the Normal Form using the purchase rates available under the applicable group annuity contract(s) into which the District enters or has entered with the Principal Life Insurance Company and/or any other insurance company or companies.

ARTICLE 11. CLAIMS PROCEDURES AND LEGAL ACTIONS

11.01 Claims Procedures and Limitations Period.

A. A claim by a Participant, former Participant, Beneficiary or any other person shall be presented in writing to the Administrator within the maximum time permitted by law or under the regulations promulgated by the Secretary of Labor or delegate pertaining to claims procedures.

B. The Administrator shall, within a reasonable time, consider the claim and shall issue his or her determination thereon in writing.

C. If the claim is granted, the appropriate distribution or payment shall be made from the Trust or by the District.

D. If the claim is wholly or partially denied, the Administrator shall, within ninety (90) days after receipt of the claim (or one hundred eighty (180) days if special circumstances require an extension of time and written notice of the extension, indicating the special circumstances and the date by which a decision is expected, is furnished to the claimant before the end of the initial ninety (90) day period), provide the claimant with written notice of such denial, setting forth, in a manner calculated to be understood by the claimant:

1. the specific reason or reasons for such denial,

2. specific references to pertinent Plan provisions on which the denial is based,

3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary,

4. an explanation of the Plan's claim review procedure, and

5. in the case of a Disability Claim (as defined below), such additional information as may be required under subsection (J) below. For purposes of this Section 11.01, a "Disability Claim" is any claim for which the Administrator must make a determination of disability in order to evaluate a claim for benefits.

E. The Administrator shall provide each claimant with a reasonable opportunity to appeal the denial of a claim for a full and fair review. The claimant or the claimant's duly authorized representative:

1. May request a review upon written application to the Administrator (which shall be filed with it),

2. May review pertinent documents, and

3. May submit issues and comments in writing.

F. The Administrator may establish such time limits within which a claimant may request review of a denied claim as are reasonable in relation to the nature of the benefit which is the subject of the claim and to other attendant circumstances but which, in no event, shall be less than sixty (60) days after receipt by the claimant of written notice of denial of the claimant's claim.

G. The decision by the Administrator upon review of a claim shall be made not later than sixty (60) days after receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of such request for review.

H. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific references to the pertinent Plan provisions on which the decision is based.

I. The Administrator shall have full discretionary power and authority to construe the Plan and the Rules of the Plan, to determine questions of eligibility, vesting and entitlements and to make findings of fact as under Section 9.05 and to the extent permitted by law, the decision of the Administrator shall be final and binding on all parties except to the extent found by a court of competent jurisdiction to constitute an abuse of discretion. No person may initiate a lawsuit before fully exhausting the claims procedures set out in this Section, including appeal. In order to provide for an expeditious resolution of any dispute concerning a claim for benefits that has been denied and to ensure that all evidence pertinent to such claim is available, no lawsuit may be brought contesting a denial of benefits more than two (2) years after the final denial of that claim under the Plan, or if earlier, the date the cause of action first accrued, the determination of which date shall be in the Administrator's sole and absolute discretion except to the extent that such determination may be consistent with the terms of the Plan and applicable law.

J. Notwithstanding any provision of this Section 11.01 to the contrary, to the extent such regulations so require, a Disability Claim shall be subject to the special rules set forth in this subsection (J):

1. For an initial claim, the provisions of subsections (B)-(D) shall apply, except that a Disability Claim that has been filed properly shall be evaluated, and the claimant shall be notified by the Administrator of its approval or denial, within 45 days after the receipt of such claim, unless special circumstances beyond the

control of the Administrator require an extension of time for processing the claim, in which case the period of time for making a decision may be extended for thirty (30) days. If such an extension of time for processing is required, written notice of the extension (which may be delivered electronically) shall be furnished to the claimant by the Administrator prior to the termination of the initial 45-day period, which notice shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 75 days after the date on which the claim was filed). If the Administrator determines, prior to the end of the initial 30-day extension period, that special circumstances beyond the control of the Administrator require an additional extension, the period for making the determination may be extended for another 30 days, provided that written notice of the extension (which may be delivered electronically) is furnished to the claimant by the Administrator prior to the end of the initial 30-day extension period, which notice shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 105 days after the date on which the claim was filed). In the case of any extension under this subsection, the notice to the claimant shall specifically explain (1) the standards on which entitlement to a benefit is based, (2) the unresolved issues that prevent a decision from being made, and (3) the additional information needed to resolve those issues. The notice shall also afford the claimant at least 45 days to provide the specified information.

2. In addition, before an adverse benefit determination can be issued, the Administrator shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon or generated by the Administrator, or with new or additional rationale, and such evidence and rationale must be provided sufficiently in advance of the deadline for issuing an adverse benefit determination and should provide the claimant a reasonable opportunity to respond prior to that date.

3. If the claim is denied, the written notice of such denial (which may be delivered electronically) shall contain the information set forth below, in addition to the information required to be contained in the notice under subsection (D):

    a. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; and (ii) the views of medical or vocational experts whose advice was obtained

on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

b. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, the notice shall contain either the specific rule, guideline, protocol or other similar criterion, or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request. Alternatively, the notice shall state that no specific rules, guidelines, protocols, standards or similar criteria exist.

c. If the adverse benefit determination is based on a medical necessity, experimental treatment or similar exclusion or limit, the notice shall contain either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge to the claimant upon request.

d. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim (as determined under Department of Labor regulations).

4. For a review of a denied claim, the provisions of subsections (E)-(H) shall apply, except that the claimant may file a written request for review with the Administrator within 180 days after the date on which the claimant received notice of the denial. The review shall be made within 45 days after a request for review is received by the Administrator. The claimant shall be advised in writing by the Administrator of the decision on review (which may be delivered electronically), unless special circumstances require an extension of time for processing the review, in which case an extension of 45 days may be taken. The claimant shall be given written notice by the Administrator (which notice may be delivered electronically) within the initial 45-day period specifying the reasons for the extension and when such review will be completed (provided that such review shall be completed within 90 days after the date on which the request for review was filed). In addition, the review of an adverse determination shall be made in accordance with the following standards:

5. The review shall not afford deference to the initial adverse benefit determination and shall be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal nor the subordinate of such individual.

6. In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational or not medically necessary or appropriate, the appropriate named fiduciary shall consult a health care professional who has appropriate training and experience in a field of medicine involved in the medical judgment. The health care professional engaged for purposes of such consultation shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal nor the subordinate of any such individual.

7. The Administrator shall identify the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, regardless of whether the advice was relied upon in making the benefit determination.

8. The written decision on review shall include the information set forth below, in addition to the information set forth in subsections (G)-(H):

    a. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; and (ii) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

    b. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, the written notice of the decision shall include either the specific rule, guideline, protocol or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request. Alternatively,

the notice shall state that no specific rules, guidelines, protocols, standards or similar criteria exist.

c. If the adverse benefit determination is based on a medical necessity, experimental treatment or similar exclusion or limit, notice of the decision on review shall include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge to the claimant upon request.

11.02 Legal Actions.

Except as explicitly permitted by statute, the Administrator and the District are the only necessary parties to any action or proceeding that involves the Plan or the administration of the Plan. No Participants or their Beneficiaries or any person having or claiming to have an interest under the Plan is entitled to notice of process. Any final judgment that is not appealable for any reason (including the passage of time) and that is entered in an action or proceeding involving the Plan is binding and conclusive on the parties to this Plan and all persons having or claiming to have any interest under the Plan. All lawsuits against the Plan, the Trust, the District, or the Administrator related to or arising out of the Plan are subject to the exclusive jurisdiction and venue of courts in Alameda County, California.

ARTICLE 12. AMENDMENT AND TERMINATION

12.01 Amendment.

A. The Board of Directors of the District reserves the right to amend or modify this Plan and the Trust at any time without the consent of any Participant or Beneficiary, and this Plan may be amended or modified at any time in writing by the Board of Directors of the District; provided, however, that except in accordance with the provisions of the Plan or as otherwise specifically permitted by law, no such amendment or modification shall:

1. Cause any of the assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries;

2. Except that such changes may be made as may be required to permit the Plan and the Trust to meet the requirements of the Code with respect to the qualification of the Plan and the exemption of the Trust under Code sections 401(a) and 501(a), or any similar statutes enacted in lieu thereof.

B. In addition, the District's Chief Executive Officer may amend this Plan and the Trust to make necessary clarifications to the Plan or the Trust and to

maintain the Plan and the Trust in compliance with current and future applicable laws, rules and regulations including but not limited to changes to Appendix C.

C. Any such Plan amendment shall be made by means of a written instrument identified as an amendment of the Plan effective as of a specified date.

12.02 Plan Termination.

The District expects to continue the Plan indefinitely, but reserves the right to terminate the Plan at any time by appropriate action. In the event of such termination or a partial termination, as determined in accordance with the standards established by the Treasury Department or Internal Revenue Service through Treasury regulations and Revenue Rulings, each affected Employee shall become one hundred percent (100%) Vested in the Participant's Accrued Benefit. In the case of a termination, the District shall thereupon give written directions to the Administrator and the Trustee to either:

A. Terminate the Plan and the Trust and direct the Trustee to distribute to the Participants; or

B. Cease future benefit accruals under the Plan and continue the Trust, with distributions to be made to a Participant pursuant to the Plan upon the Participant's Termination of Employment.

12.03 Reversions.

Except as provided below and as otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries; provided, however:

A. In the case of a contribution which is made by the District by a mistake of fact, the Trustee may return such contribution to the District within one (1) year after the payment of the contribution.

B. Upon termination of the Plan, if there is any balance remaining in the Trust after the satisfaction of all liabilities to the Participants and their Beneficiaries, the Trustee shall return said balance to the District.

12.04 Transfer To New Plan.

If the District establishes another plan providing comparable benefits to this Plan, such other plan is qualified under Code section 401(a) and the District intends to discontinue contributions under this Plan due to the liabilities created under the new

plan, then, subject to the prior approval of the Board of Directors of the District, the District may direct the Trustee to cause all Trusts to be transferred to such newly created plan. Thereafter, notwithstanding the provisions of the Plan Termination paragraph, above, all further obligations to Participants, their Beneficiaries or the District under this Plan shall cease. Neither the sponsor nor the Trustee shall be required to ascertain the proper applicability of such fund after the transfer is made.

12.05 Plan Merger.

In the event the Plan's assets and liabilities are merged into, transferred to or otherwise consolidated with any other retirement plan, then the merger, transfer, or consolidation must be accomplished so as to ensure that each Participant would (if the other retirement plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit that the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (as if the Plan had then terminated).

ARTICLE 13. MISCELLANEOUS

13.01 Alienation.

A. Subject to the exceptions provided below and as otherwise specifically permitted by law, no assets or benefits under this Plan and the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge. Any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. Nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities or torts of the person entitled to such benefits.

B. The prohibitions contained in this Alienation paragraph shall not apply to the extent a Participant or Beneficiary is indebted to the Plan, for any reason, under any provision of this Plan or the Trust. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such proportion of the amount distributed as shall equal such indebtedness shall be retained by the Trustee to apply against or discharge such indebtedness. Prior to such application, however, the Administrator must give written notice to the Participant or Beneficiary that such indebtedness is to be so paid in whole or part from the Participant's Accrued Benefit. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's Accrued Benefit, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in the Claims Procedures article.

C. The prohibitions contained in this Alienation paragraph shall not apply to a "qualified domestic relations order" as defined in Code section 414(p). The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under

such qualified orders. Further, to the extent provided under a qualified domestic relations order, a former Spouse of a Participant shall be treated as the surviving Spouse for purposes of the Qualified Joint And Survivor Annuity and Qualified Pre-retirement Survivor Annuity provisions of the Plan and any Spouse of the Participant shall not be treated as the Spouse of the Participant for such purposes.

13.02 Limitation Of Rights: Employment Relationship.

Neither the establishment of the Plan or the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the District, the Administrator or the Trustee, and in no event shall the terms of employment of any Employee be modified or in any way affected hereby.

13.03 Release From Liability.

Any payment to any Participant, or to the Participant's legal representative or Beneficiary, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the District, the Administrator and the Trustee, any of whom may require such Participant, legal representative or Beneficiary, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the District, the Administrator or the Trustee, as the case may be.

13.04 Disputes.

If a dispute arises as to the proper amount or recipient of any payment of benefits or delivery of any contracts, the Administrator, in the Administrator's sole discretion, may withhold or cause to be withheld, such payment or delivery until the dispute has been settled by the parties concerned, or the Administrator may deposit such funds or property with the court in an interpleader action brought under the law of the state having jurisdiction.

13.05 Indemnity.

The District hereby agrees to indemnify and hold harmless each present and future Administrator and each Employee who is responsible for administering the Plan against all liabilities, costs and expenses, including, without limitation, attorneys' fees reasonably incurred by, or imposed upon, such person in connection with, or arising out of, any claims, demands, suits, actions or proceedings in which such indemnified party may be involved, except in the case of the willful misconduct of any such indemnified party. Expenses shall include the cost of reasonable settlement made with the view to curtailment of costs of litigation. The foregoing right of indemnification shall not be exclusive of other rights to which such indemnified party may be entitled as a matter of law.

13.06 Expenses.

Upon written instructions from the Administrator, the Trustee shall pay from the Trust the expenses necessary to carry out the administration of this Plan.

13.07 Headings.

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

13.08 Gender And Number.

Any reference in the masculine gender herein shall be deemed to also include the feminine gender, unless expressly provided otherwise. Wherever appropriate, any reference in this document in the singular shall include the plural and any reference in the plural shall include the singular.

13.09 Controlling Law.

Unless otherwise provided in this Plan, the Plan shall be construed and enforced according to the laws of the United States of America to the extent applicable, otherwise by the laws of California including California's choice-of-law rules, except to the extent those laws would require application of the laws of a state other than California.

13.10 Severability.

In the event that any provisions of this Plan shall be held illegal or invalid for any reason by operation of law or a court of competent jurisdiction, said illegality or invalidity shall not affect the remaining legal and valid provisions of this document. This Plan shall continue as if said illegal or invalid provisions had not been included herein either initially, or beyond the date it is first held to be illegal or invalid, but only if the basic purposes hereof can be effected, through the remaining valid and legal provisions.

13.11 Waiver.

Failure to insist upon strict compliance with any provision of this Plan shall not be deemed to be a waiver of such provision or any other provision; waiver of breach of any provision of this Plan shall not be deemed to be a waiver of any other provision or subsequent breach of such provision.

13.12 Entire Document.

This document and any appendices or supplements hereto shall constitute the entire document and shall govern the rights, liabilities and obligations of the parties under the Plan, except as it may be modified.

Executed this ____ day of _____, 2026.

WASHINGTON TOWNSHIP HEALTH CARE DISTRICT

By: _____

Its: _____

Washington Township Health Care District Retirement Plan

Appendix A

In accordance with Section 2.57.F. of the Plan, an Employee's Vesting Service under the Plan shall include service performed by the Employee for a contracting organization listed below that immediately preceded the Employee's service with the District. Only service for the contracting organization that would have been Vesting Service if performed for the District shall be taken into account for this purpose.

Contracting Organizations:

Washington Birthing Center
Washington Cardiovascular Medical Group
Fischer Mangold
Washington Radiologists Medical Group
Radiation Oncology Center

Washington Township Health Care District Retirement Plan

Appendix B

PEPRA PROVISIONS

1. New Participant.

For purposes of these PEPRA Provisions, "New Participant" means an Eligible Employee who on or before December 31, 2026 either (i) becomes a member of a "public retirement system" for the first time on or after January 1, 2013 and was not a member of another California "public retirement system" prior to January 1, 2013, (ii) becomes a member of a "public retirement system" for the first time on or after January 1, 2013 and was a member of another California "public retirement system" prior to January 1, 2013 but was not subject to reciprocity under California Government Code section 7522.02(c), or (iii) was an active member in a retirement system and, after a break in service of more than six (6) months, returned to active membership in the system with a new employer; provided, however, that for purposes of (iii), a change in employment between State entities or from one school employer to another shall not be considered as service with a new employer. For purposes of this provision, "public retirement system" has the meaning set forth in California Government Code section 7522.04(j).

2. Retirement Benefit for New Participants.

Notwithstanding any other provision of this Plan, other than the Exception For Lower Normal Cost provision, below, in accordance with, but only to the extent required by, California Government Code section 7522.20 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, the retirement benefit for a New Participant shall be a pension at retirement for service equal to the percentage of the New Participant's final compensation set forth opposite the New Participant's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the New Participant's number of years of service in the Plan. A New Participant may retire pursuant to these age and service requirements, but in no event may a New Participant retire pursuant to these age and service requirements earlier than (i) after being credited with five (5) years of service and (ii) upon reaching fifty-two (52) years of age.

Age At Retirement	Percentage
52	1.00%
52¼	1.025%
52½	1.050%
52¾	1.075%
53	1.100%
53¼	1.125%
53½	1.150%
53¾	1.175%

54	1.200%
54 ¼	1.225%
54½	1.250%
54¾	1.275%
55	1.300%
55¼	1.325%
55 ½	1.350%
55¾	1.375%
56	1.400%
56¼	1.425%
56½	1.450%
56¾	1.475%
57	1.500%
57¼	1.525%
57½	1.550%
57¾	1.575%
58	1.600%
58¼	1.625%
58½	1.650%
58¾	1.675%
59	1.700%
59¼	1.725%
59½	1.750%
59¾	1.775%
60	1.800%
60¼	1.825%
60½	1.850%
60¾	1.875%
61	1.900%
61 ¼	1.925%
61 ½	1.950%
61 ¾	1.975%
62	2.000%
62¼	2.025%
62½	2.050%
62¾	2.075%
63	2.100%
63¼	2.125%
63½	2.150%
63¾	2.175%
64	2.200%
64¼	2.225%
64½	2.250%
64¾	2.275%
65	2.300%
65¼	2.325%

65½	2.350%
65¾	2.375%
66	2.400%
66¼	2.425%
66½	2.450%
66¾	2.475%
67	2.500%

3. Final Compensation.

In accordance with, but only to the extent required by, California Government Code section 7522.32 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, a New Participant's final compensation shall be the highest average annual pensionable compensation earned by the New Participant during a period of at least thirty-six (36) consecutive months immediately preceding the New Participant's retirement or last separation from service, if earlier, or during any other period of at least thirty-six (36) consecutive months during the New Participant's applicable service that the New Participant designates on the application for retirement.

4. Pensionable Compensation.

In accordance with, but only to the extent required by, California Government Code section 7522.34 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, pensionable compensation of a New Participant shall mean the employee's normal monthly rate of pay or base pay of the New Participant paid in cash to similarly situated employees of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Compensation that has been deferred shall be deemed pensionable compensation when earned rather than when paid. Compensation of a New Participant shall not include:

a. Any compensation determined by the board to have been paid to increase a New Participant's retirement benefit under the Plan.

b. Compensation that had previously been provided in kind to the New Participant by the District or paid directly by the District to a third party other than the Plan for the benefit of the New Participant and which was converted to and received by the New Participant in the form of a cash payment.

c. Any one-time or ad hoc payments made to a New Participant.

d. Severance or any other payment that is granted or awarded to a New Participant in connection with or in anticipation of a separation from employment, but is received by the New Participant while employed.

e. Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.

f. Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.

g. Any District-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.

h. Compensation for overtime work, other than as defined in section 207(k) of Title 29 of the United States Code.

i. District contributions to deferred compensation or defined contribution plans.

j. Any bonus paid in addition to the pensionable compensation of a New Participant.

k. Any other form of compensation a public retirement board determines is inconsistent with the requirements of this Pensionable Compensation provision.

l. Any other form of compensation a public retirement board determines should not be pensionable compensation.

m. Any form of compensation identified that has been agreed to be nonpensionable pursuant to a memorandum of understanding for employees bound by the memorandum of understanding. The District may determine if excluded compensation shall apply to nonrepresented employees who are aligned with employees subject to the memorandum of understanding.

5. Limit On Pensionable Compensation.

a. Notwithstanding any other provision of this Plan, other than the Exception For Lower Normal Cost provision, below, in accordance with, but only to the extent required by, California Government Code section 7522.10 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, Compensation of a New Participant shall not exceed the following applicable percentage of the Social Security contribution and benefit base in effect on January 1, 2013 (as such contribution and benefit base shall be adjusted in accordance with subsection b, below):

(1) One hundred percent (100%) for a New Participant who is subject to Social Security; or

(2) One hundred twenty percent (120%) for a New Participant who is not subject to Social Security.

b. For purposes of this provision, the contribution and benefit base specified in section 430(b) of title 42 of the United States Code on January 1, 2013 shall be adjusted based on the annual changes to the Consumer Price Index for All Urban Consumers: U.S. City Average, calculated by dividing the Consumer Price Index for All Urban Consumers: U.S. City Average, for the month of September in the calendar year preceding the adjustment by the Consumer Price Index for All Urban Consumers: U.S. City Average, for the month of September of the previous year rounded to the nearest thousandth. The adjustment shall be effective annually on January 1, beginning in 2014.

6. Exception For Lower Normal Cost.

In accordance with, but only to the extent required by, California Government Code section 7522.10(d) as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, the requirements of the Retirement Benefit For New Participants provision, above, and the requirements of the Limit On Pensionable Compensation provision, above, shall not apply to a New Participant if, before January 1, 2013, the Plan provided for a defined benefit formula with a lower benefit factor at normal retirement age and results in a lower normal cost than the defined benefit formula required by the Retirement Benefit For New Participants provision, above; provided, however, that:

a. If the District adopts a new defined benefit formula on or after January 1, 2013, that formula must conform to the requirements of PEPRA or must be determined and certified by the Plan's chief actuary and the retirement board to have no greater risk and no greater cost to the District than the defined benefit formula required by the Retirement Benefit For New Participants provision, above, and must be approved by the Legislature.

b. New Participants may participate only in the lower cost defined benefit formula that was in place before January 1, 2013, or a defined benefit formula that conforms to the requirements of PEPRA or is approved by the Legislature.

7. Enhancements Applicable Only to Future Service.

In accordance with, but only to the extent required by, California Government Code section 7522.44 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, any enhancement to a New Participant's retirement formula or retirement benefit adopted on or after January 1, 2013 shall

apply only to service performed on or after the operative date of the enhancement and shall not be applied to any service performed prior to the operative date of the enhancement. Similarly, if a change to a participant's retirement membership classification or a change in employment results in an enhancement in the retirement formula or retirement benefit applicable to that participant, that enhancement shall apply only to service performed on or after the operative date of the change and shall not be applied to any service performed prior to the operative date of the change. An increase to a retiree's annual cost-of-living adjustment within existing statutory limits shall not be considered to be an enhancement to a retirement benefit under this provision.

8. Nonqualified Service Credit.

In accordance with, but only to the extent required by, California Government Code section 7522.46 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, this Plan shall not allow the purchase of "nonqualified service credit" as that term is defined in Code section 415(n)(3)(C); provided, however, that, if the Plan permitted such a purchase prior to January 1, 2013, this prohibition shall not apply to an official application to purchase nonqualified service credit that is received by the Plan prior to January 1, 2013 and subsequently approved by the Plan.

9. Felony Convictions and Forfeitures.

In accordance with, but only to the extent required by, California Government Code sections 7522.70, 7522.72 and 7522.74 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder:

a. A "Felony Conviction" shall have occurred if (i) a participant is convicted by a State or federal trial court of any felony under State or federal law for conduct arising out of or in the performance of his or her official duties, in pursuit of the office or appointment, or in connection with obtaining salary, disability retirement, service retirement, or other benefits, or (ii) a participant who has contact with children as part of the participant's official duties is convicted of a felony that was committed within the scope of the participant's official duties against or involving a child with whom the participant has contact as part of the participant's official duties.

b. From and after the date of the Felony Conviction, the participant shall not accrue further benefits under the Plan. Further, the participant shall forfeit all accrued rights and benefits earned or accrued under the Plan from the earliest date of the commission of any felony for which the participant receives a Felony Conviction to the date of such conviction, inclusive. The participant’s benefits under the Plan shall remain forfeited notwithstanding any reduction in sentence or expungement of the Felony Conviction following the date of the participant’s Felony Conviction. Unless otherwise

ordered by a court or determined by the Administrator, the participant's contributions to the Plan made on or after the earliest date of the commission of any felony described in this provision shall be returned to the participant, without interest, by electronic funds transfer to an account of the participant upon the occurrence of the earlier of the date (i) the participant ceases to be an employee of the District, (ii) the participant dies, or (iii) the participant retires.

c. If the participant's Felony Conviction is reversed and that decision is final, the participant shall be entitled to either (i) recover the forfeited retirement benefits as adjusted for the participant's contributions returned to the participant or (ii) redeposit those contributions and interest, as determined by the Plan actuary, and then recover the full amount of the forfeited benefits.

10. Rehired Retirees.

In accordance with, but only to the extent required by, California Government Code section 7522.56 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, a retired person, who is (i) retired from the District, (ii) receiving a pension benefit from the Plan, and (iii) rehired to serve, be employed by, or be employed through a contract directly by, the District on or after January 1, 2013, shall not serve, be employed by, or be employed through a contract directly by, the District without reinstatement from retirement, unless:

a. The retired person serves upon appointment by the appointing power of the District either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration; provided, however, that, notwithstanding this requirement:

(1) Any retired person shall not be eligible to serve or be employed by the District if, during the twelve (12) month period prior to an appointment described in this provision, the retired person received any unemployment insurance compensation arising out of prior employment subject to this provision with a public employer, and a retiree shall certify in writing to the District upon accepting an offer of employment that he or she is in compliance with this requirement; and

(2) A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this provision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this provision for a period of twelve (12) months following the last day of employment.

b. The appointment of the retired person does not exceed a total for all employers that participate in this Plan of nine hundred sixty (960) hours or other equivalent limit, in a calendar or fiscal year, depending on the administrator of the Plan;

c. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the District to other employees performing comparable duties, divided by one hundred seventy-three and one-third (173.333) to equal an hourly rate; and

d. The retired person is employed by the District pursuant to this provision after a period of at least one hundred eighty (180) days following the date of retirement, unless, in the case of a retired person other than a retired person who accepted a retirement incentive upon retirement, (i) the District certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before one hundred eighty (180) days has passed, (ii) the appointment has been approved by the governing body of the District in a public meeting, and (iii) the appointment was not placed on a consent calendar.

A retired person whose employment without reinstatement is authorized by this provision shall acquire no service credit or retirement rights under this provision with respect to the employment unless he or she reinstates from retirement.

11. <u>District and New Participant Contributions.</u>

a. In accordance with, but only to the extent required by, California Government Code section 7522.30 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder:

(1) District contributions shall not exceed fifty percent (50%) of the normal costs of benefits attributable to New Participants.

(2) The District shall not pay any of the required employee contribution for a New Participant.

(3) New Participants shall have an initial contribution rate of at least fifty percent (50%) of the normal cost rate for the plan of retirement benefits provided to the New Participant, rounded to the nearest quarter of one percent (0.25%), unless a greater contribution rate has been agreed to pursuant to (4), below. This contribution shall not be paid by the District on the employee's behalf. Once established, this employee contribution rate shall not be adjusted on account of a change to the normal cost rate unless the normal cost rate increases or decreases by more than one percent (1%) of payroll above or below the normal cost rate in effect at the time the employee contribution rate is first established or, if later, the normal cost rate

in effect at the time of the last adjustment to the employee contribution rate under this section.

(4) Notwithstanding (3) above, employee contributions may be more than fifty percent (50%) of the normal cost rate if the increase has been agreed to through the collective bargaining process, subject to the following conditions:

(a) The District shall not contribute at a greater rate to the Plan for nonrepresented, managerial, or supervisory employees than the District contributes for other public employees, including represented employees, of the District who are in related retirement membership classifications.

(b) The District shall not increase an employee contribution rate in the absence of a memorandum of understanding that has been collectively bargained in accordance with applicable laws.

(c) The District shall not use impasse procedures to increase an employee contribution rate above the rate required by this provision.

(5) If the terms of a contract, including a memorandum of understanding, between the District and its public employees, that is in effect on January 1, 2013, would be impaired by any of the above requirements of this provision, that requirement shall not apply to the District and public employees subject to that contract until the expiration of that contract. A renewal, amendment, or any other extension of that contract on or after January 1, 2013 shall not be taken into account for this purpose.

b. In accordance with, but only to the extent required by, California Government Code section 7522.52 as in effect on January 1, 2013 or as subsequently amended, and the lawful guidance published thereunder, in any plan year, the District's contribution to the Plan, in combination with employee contributions to the Plan, shall not be less than the normal cost rate. However, the board may suspend or reduce contributions to the Plan when all of the following apply:

(1) The Plan is funded by more than one hundred twenty percent (120%), based on a computation by the Plan actuary in accordance with the Governmental Accounting Standards Board requirements that is included in the annual valuation;

(2) The Plan actuary, based on the annual valuation, determines that continuing to accrue excess earnings could result in disqualification of the Plan's tax-exempt status under the Code; and

(3) The board determines that the receipt of any additional contributions required under this provision would conflict with its fiduciary responsibility set forth in Section 17 of Article XVI of the California Constitution.

c. For purposes of this provision, "normal cost" shall mean the portion of the present value of projected benefits under the Plan that is attributable to the current year of service, as determined by the Plan actuary according to the most recently completed plan valuation. For purposes of determining normal cost, the Plan's actuary may use a single rate of contribution or an age-based rate of contribution as is applicable to the Plan. The "normal cost rate" shall mean the annual actuarially determined normal cost for the Plan of retirement benefits provided to the New Participant and shall be established based on the actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation. The retirement benefits shall include any elements that would impact the actuarial determination of the normal cost, including, but not limited to, the retirement formula, eligibility and vesting criteria, ancillary benefit provisions, and any automatic cost-of-living adjustment as determined by the Plan.

d. The pensionable compensation used to calculate the contributions of the District or a New Participant shall be limited to the amount of compensation that would be used for calculating a defined benefit as set forth in the Limit On Pensionable Compensation provision, above.

e. Effective as of January 1, 2014, employee contributions under this District And New Participant Contributions provision shall be “picked up” by the District in accordance with Code section 414(h)(2) such that the employee contributions will be treated as employer contributions rather than employee contributions for income tax purposes, notwithstanding the fact that such contributions are otherwise designated as employee contributions.

f. New Participants' mandatory contributions under this District and New Participant Contributions provision shall be credited with interest during a Plan Year (or portion thereof) at an annual rate equal to the ten (10) year Treasury rate in effect on the last business day of the preceding Plan Year, compounded annually. Such interest crediting shall cease upon the last day of the month preceding the earlier of (i) the single sum distribution of the New Participant's mandatory contributions under this District And New Participant Contributions provision and the interest credited thereon (Accumulated Mandatory Contributions) to either the New Participant or

the New Participant's beneficiary or (ii) the commencement of the distribution of the New Participant's accrued benefit under the Plan, all as set forth below.

g. Each New Participant shall always be one hundred percent (100%) vested in the New Participant's Accumulated Mandatory Contributions.

h. If a New Participant terminates employment with the District without being one hundred percent (100%) Vested in the New Participant's accrued benefit derived from District contributions (not counting the New Participant's accrued benefit derived from the New Participant's Accumulated Mandatory Contributions), the New Participant's Accumulated Mandatory Contributions shall be distributed to the terminated New Participant in a single sum distribution, subject to the Plan's provisions regarding eligible rollover distributions pursuant to Code section 401(a)(31) and Code section 402(c). This distribution shall occur as soon as administratively feasible after six months of the New Participant's termination of employment with the District. If the New Participant has been rehired by the District prior to such a distribution, the Plan shall not make this distribution unless and until the New Participant again becomes entitled to such a distribution.

i. If (i) a New Participant receives a distribution of the New Participant's Accumulated Mandatory Contributions under the preceding provision, (ii) the New Participant is subsequently rehired by the District, and (iii) the New Participant once again becomes a participant in the Plan, the New Participant's service prior to the termination of employment with the District that resulted in the distribution shall not be taken into account under the Plan for vesting or benefit accrual purposes unless:

(1) The New Participant is subsequently rehired by the District no more than five (5) years after the New Participant's termination of employment with the District that resulted in the distribution;

(2) The New Participant repays the full amount of the distribution plus interest at the same rate as the Plan uses for crediting interest to New Participants' mandatory contributions under this District and New Participant Contributions provision (set forth above); and

(3) Such repayment occurs no later than one (1) year after the New Participant is subsequently rehired by the District.

j. If a New Participant terminates employment with the District after becoming one hundred percent (100%) Vested in the New Participant's accrued benefit derived from District contributions (not counting the New Participant's accrued benefit derived from the New Participant's Accumulated Mandatory Contributions), the New Participant's

Accumulated Mandatory Contributions shall be used to provide the accrued benefit under the Plan to the New Participant.

k. If a New Participant dies prior to becoming one hundred percent (100%) Vested in the New Participant's accrued benefit derived from District contributions (not counting the New Participant's accrued benefit derived from the New Participant's Accumulated Mandatory Contributions) and before the distribution of the New Participant's Accumulated Mandatory Contributions to the New Participant, the New Participant's Accumulated Mandatory Contributions shall be distributed to the deceased New Participant's beneficiary in a single sum distribution, subject to the Plan's provisions regarding eligible rollover distributions pursuant to Code section 401(a)(31) and Code section 402(c). This distribution shall occur as soon as administratively feasible after the death of the New Participant.

l. If a New Participant dies after becoming one hundred percent (100%) Vested in the New Participant's accrued benefit derived from District contributions (not counting the New Participant's accrued benefit derived from the New Participant's Accumulated Mandatory Contributions) but before the distribution of the New Participant's accrued benefit under the Plan has commenced, the New Participant's Accumulated Mandatory Contributions shall be distributed to the deceased New Participant's beneficiary in a single sum distribution, subject to the Plan's provisions regarding eligible rollover distributions pursuant to Code section 401(a)(31) and Code section 402(c). This distribution shall occur as soon as administratively feasible after the death of the New Participant.

m. If a New Participant dies after becoming one hundred percent (100%) Vested in the New Participant's accrued benefit derived from District contributions (not counting the New Participant's accrued benefit derived from the New Participant's Accumulated Mandatory Contributions) and after the distribution of the New Participant's accrued benefit under the Plan has commenced:

(1) If the total amount paid (and to be paid) to the New Participant (and the New Participant's beneficiary) under the applicable form of distribution is less than the New Participant's Accumulated Mandatory Contributions determined as of the date when the distribution of the New Participant's accrued benefit under the Plan commenced, then a death benefit shall be paid to the deceased New Participant's beneficiary in a single sum distribution, subject to the Plan's provisions regarding eligible rollover distributions pursuant to Code section 401(a)(31) and Code section 402(c). The amount of this death benefit shall be the excess of (i) the New Participant's Accumulated Mandatory Contributions determined as of the date when the distribution of the New Participant's accrued benefit under

the Plan commenced over (ii) the total amount paid (and to be paid) to the New Participant (and the New Participant's beneficiary) under the form of distribution that commenced. This distribution shall occur as soon as administratively feasible after either, as appropriate, (i) the death of the New Participant if the distribution of the New Participant's accrued benefit under the Plan ceases upon the New Participant's death or (ii) the cessation of the distribution of the New Participant's accrued benefit under the Plan to either the New Participant's beneficiary or joint annuitant if the distribution of the New Participant's accrued benefit under the Plan does not cease upon the New Participant's death (e.g., the applicable form of distribution is a survivor annuity or an annuity with a term certain).

(2) If the total amount paid (and to be paid) to the New Participant (and the New Participant's beneficiary) under the applicable form of distribution is not less than the New Participant's Accumulated Mandatory Contributions determined as of the date when the distribution of the New Participant's accrued benefit under the Plan commenced, then no additional death benefit shall be paid to the deceased New Participant's beneficiary in accordance with the preceding provision.

Washington Township Health Care District Retirement Plan

Appendix C

[Effective as of January 1, 2026]

The freeze provisions set forth in Sections 3.01(J), 3.01(K) and 3.01(L) of the Plan shall apply to Employees whose employment is governed by a collective bargaining agreement or memorandum of understanding ("CBA") only as of the ratification date of the applicable CBA that incorporates such provisions. The effective date of the freeze provisions for each bargaining unit shall be the date specified in the applicable CBA, or if no specific date is specified, the ratification date of such CBA. In the event of any conflict between this Appendix C and the terms of an applicable CBA, the terms of the CBA shall control.

The following collective bargaining agreements are currently in effect and are hereby incorporated by reference to the extent they reflect Plan provisions:

1. SEIU-UHW (United Healthcare Workers – West, Service Employees International Union) - MOU term: July 1, 2023 through June 30, 2026;
2. IFPTE Local 20 (Engineers and Scientists of California) - MOU term: February 1, 2024 through January 31, 2027;
3. CNA (California Nurses Association) - MOU term: July 1, 2023 through June 30, 2027;
4. Local 39 (International Union of Operating Engineers, Stationary Engineers) - MOU term: October 1, 2023 through September 30, 2027;
5. Local 856 (Freight Checkers, Clerical Employees and Helpers Union, International Brotherhood of Teamsters) - MOU term: September 1, 2024 through August 31, 2027; and
6. Local 6 (Medical Imaging Technologists Unit, ILWU) - MOU term: January 1, 2026 through December 31, 2028.

This Appendix C may be updated and modified via unilateral administrative action by the District's Chief Executive Officer.

RESOLUTION NO. 1292

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT APPROVING AN AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT OPEB PLAN

WHEREAS, the Washington Township Health Care District is a local health care district ("District") that owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District's political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward, and Sunol; and

WHEREAS, as part of its benefit plan offerings to its employees, the District maintains the Washington Township Health Care District OPEB Plan effective as of June 7, 2018 ("Plan"); and

WHEREAS, it has been determined that the Plan should be amended to freeze Plan eligibility for employees who are first hired on or after January 1, 2027 and whose employment is not governed by an applicable collective bargaining agreement or memorandum of understanding ("CBA") and add an appendix to the Plan describing the retiree medical benefits currently available to eligible employees.

NOW THEREFORE, be it resolved that:

1. The Board hereby approves the amendment to the Plan effective as of January 1, 2027, a copy of which is attached as Exhibit A.

2. The Chief Executive Officer is hereby authorized to take any and all actions necessary to execute any and all instruments and do any and all things deemed by her to be necessary or desirable to carry out the intent and purposes of this Resolution.

3. Any actions taken by the Chief Executive Officer prior to the date of these resolutions that would have been authorized by these resolutions if such actions had occurred subsequent to the date of their adoption, are hereby ratified and approved in all respects.

4. The Board directs the Chief Executive Officer to adopt, on behalf of the Washington Township Health Care District, any amendments to the Plan deemed necessary, advisable, or required to administer the Plan in accordance with legal requirements, ratified memorandums of understanding, and these resolutions.

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 16th day of November, 2026 by the following vote:

AYES:

NOES:

ABSENT:

William F. Nicholson, MD President, Board of Directors Washington Township Health Care District	Michael J. Wallace Secretary, Board of Directors Washington Township Health Care District

FIRST AMENDMENT
TO THE
WASHINGTON TOWNSHIP HEALTH CARE DISTRICT OPEB PLAN

WHEREAS, Washington Township Health Care District (the "Employer") adopted the Washington Township Health Care District OPEB Plan (the "Plan") effective June 7, 2018, to provide certain retiree medical benefits to eligible Participants; and

WHEREAS, Section 7.02 of the Plan reserves to the Employer the right to amend the Plan; and

WHEREAS, Section 7.01 of the Plan provides that no Participant shall have any vested right to any benefits provided under the Plan; and

WHEREAS, the Employer desires to amend the Plan to: (i) freeze Plan eligibility for employees who are first hired on or after January 1, 2027 and whose employment is not governed by an applicable collective bargaining agreement or memorandum of understanding ("CBA"); and (ii) add an appendix to the Plan describing the retiree medical benefits currently available to employees.

NOW, THEREFORE, effective as of January 1, 2027, the Plan is amended as follows, including to add Appendix A, attached hereto and incorporated herein by reference:

1. Section 2.09 of the Plan is amended in its entirety as follows:

   "'Participant' means any retiree of the Employer who was first hired on or before December 31, 2026, and who has: (i) met the Plan's eligibility requirements; (ii) separated from service by retiring and started receiving pension benefits from the Washington Township Health Care District Retirement Plan immediately upon separation from service; (iii) properly completed and returned the applications and agreements required under, and in accordance with, the Application For Participation section, below; (iv) commenced participation in the Plan pursuant to the Commencement Of Participation section, below; and (v) is or may become eligible to receive a benefit under the Plan, or whose eligible family members may be eligible to receive any such benefit. Notwithstanding the foregoing, a retiree first hired on or after January 1, 2027, shall not be a Participant.

   'Participant' also means any retiree of the Employer whose employment is governed by a collective bargaining agreement or memorandum of understanding (hereinafter referred to as 'CBA') and participation in the Plan is required under the terms of the applicable CBA. The effective date of the freeze provisions for each bargaining unit shall be the date specified in the applicable CBA, or if no specific date is specified, the ratification date of the applicable CBA. In the event of any conflict between this Section 2.09 and the terms of an applicable CBA, the terms of the applicable CBA shall control."

2. Section 3.01 of the Plan is amended to add the following Section D:

   "D. Retirees who were employees of the Employer and were first hired on or after January 1, 2027."

3. Section 4.01 of the Plan is hereby amended in its entirety as follows:

   "The benefits under the Plan shall consist of the benefits provided pursuant to the Governing Documents, as in effect from time to time, including, but not limited to, the terms and benefits provided in Appendix A."

4. Section 7.02(A) of the Plan is amended to add the following at the end thereof:

   "This includes, but is not limited to, the right to change contributions, deductibles, co-pays, or coverage levels for current and future retirees and their dependents. No statement or practice by the Employer—whether oral or written—shall be construed as creating a vested, permanent, or lifetime right to health insurance benefits, and no individual acquires any permanent right to the continuation of any plan feature after retirement."

Except as amended above, all other provisions of the Plan as in effect prior to this Amendment shall remain unchanged by this Amendment.

Executed this ____ day of _____, 2026.

Washington Township Health Care District

By:_____

Title:_____

Washington Township Health Care District OPEB Plan

Appendix A

[Effective as of January 1, 2026]

A. Retiree Medical Benefits

1. The following retiree medical benefits are available to Participants whose employment is not governed by the terms of a CBA:

a. Retiree Medical Benefits

i. Eligibility:

a. Retiree medical benefits are available for Employees who separate from service by retiring and start receiving pension benefits from the Washington Township Health Care District Retirement Plan immediately upon separation from service.

b. Employees who retire directly from the Employer, and meet the years of service requirement described below, are eligible to choose from the options provided below.

c. A retiring employee may choose COBRA coverage for up to eighteen (18) months before enrolling in the Blue Shield Retiree Medical Plan and must pay the full COBRA rate.

d. In the event of any conflict between this Appendix A and the Governing Documents, the terms of the Governing Documents control.

ii. Benefits Prior to Age 65:

a. **Option 1:** Employees who retire at age 55 with at least fifteen (15) years of service, including the five (5) years of continuous benefited service immediately preceding the date of retirement, are eligible to participate in the Blue Shield Early Retiree Medical Plan.

1. Retirees may remain in the Blue Shield Early Retiree Medical Plan through age 64 or until they become eligible for Medicare, whichever occurs first. The Employer will subsidize a portion of the cost as outlined in paragraph 2, below. The retiree premium is a percentage of the current COBRA rate in effect for the applicable plan year:

2. The Employer will pay a portion of the cost for retirees who are at least age 55, determined based on years of service as follows:

Early Retiree	15 yrs. of svc.	20 yrs. of svc.	25 yrs. of svc.	30+ yrs. of svc.
Retiree Cost-Share Percentage	65%	40%	15%	0%
Retiree Monthly Premium[1]	$780.00	$480.00	$180.00	$0.00

b. **Option 2:** Employees who retire between ages 55 – 64 with at least twenty (20) years of service, including non-benefited years of service but who have completed five (5) years of continuous benefited service immediately preceding the date of retirement, will be eligible to receive up to a $440.00[2] reimbursement each month for medical expenses such as medical insurance premiums (COBRA or individual policy), prescription co-pays, dental costs, vision costs, etc., until age 65.

iii. Benefits After Age 65:

a. **Medicare Part B Reimbursement Program**:

1. Employees who retire with a minimum of five (5) years of vesting service, including per diem hours, and at least five (5) years of benefited service immediately preceding retirement, are eligible to receive reimbursement of the "Standard" Medicare Part B premium.

2. Reimbursement will start on the retiree's birth month once the retiree reaches age 65.

3. Proof of Medicare Part B enrollment is required.

b. **Retiree Prescription Drug Reimbursement Program**:

1. Employees who retire with twenty-five (25) years of benefited service are eligible to receive up to $450.00[3] in reimbursement per year, at age 65, for prescription expenses, including Medicare Part D premiums.

[1] As of January 1, 2026.
[2] As of January 1, 2026.
[3] As of January 1, 2026.

2. Employees will receive benefit reimbursements for a period not to exceed ten (10) consecutive years.

3. A Prescription Reimbursement Form needs to be submitted to Washington Hospital/HR-Benefits no later than March 31 following the year in which the expenses were incurred.

4. Unused annual amounts do not roll over from one year to another.

2. The following retiree medical benefits are available to Participants whose employment is governed by the terms of a CBA. In the event of any conflict between this Appendix A and the terms of an applicable CBA, the terms of the CBA shall control:

a. Retiree Medical Benefits.

i. Eligibility: Retiree Medical Benefits are available for eligible retirees who separate from employment by retiring and start receiving pension benefits from the Washington Township Health Care District Retirement Plan immediately upon separation.

a. Retirees who elect coverage under the Retiree Medical Insurance Plan must make the election in writing within thirty (30) days of retirement. Failure to make such an election waives any right to continued health insurance coverage beyond COBRA statutory coverage required by law. Retirees can elect COBRA coverage for up to eighteen (18) months prior to electing the Retiree Medical Insurance Plan, but will have to pay the full COBRA premium. If a retiree covered under the Retiree Medical Insurance Plan misses a payment, the retiree shall have 30 days from the due date to make up the payment and be reinstated in the Retiree Medical Insurance Plan.

ii. Options: There are two options to choose from:

a. **Retiree Medical Insurance Plan: Option 1**: Eligible retirees between the ages of 55 and 64 who separate from employment by retiring from the Employer, and have at least 15 years of vesting service, including the last five (5) years in benefited service up to the date of retirement, will be eligible to participate in the Retiree Medical Insurance Plan, which includes prescription benefits. The retiree may remain in the Retiree Medical Insurance Plan until age 65 or until the retiree becomes Medicare eligible, whichever occurs first. Spouses are not eligible for this benefit. The Employer will subsidize a portion of the cost of the Retiree Medical Insurance Plan. The premium rate will be the same as the COBRA rate established for the Employer's regular medical insurance plan. The retiree will be responsible for his/her share of the cost of the Retiree Medical Insurance Plan based on years of service and age, as follows:

1. Age 55 plus at least 15 years of service: retiree will pay 65% of premium.

2. Age 55 plus at least 20 years of service: retiree will pay 40% of premium.

3. Age 55 plus at least 25 years of service: retiree will pay 15% of premium.

4. Age 55 plus at least 30 years of service: retiree will pay 0% of premium.

b. Retiree Medical Reimbursement Plan: Option 2

Eligible retirees between the ages of 55 and 64 who separate from employment by retiring from the Employer, and have at least twenty (20) years of vesting service, will be eligible for up to $440.00[4] (four hundred forty dollars) per month in reimbursement for health care expenses, until age 65. The reimbursement is for health insurance premiums, deductibles, co-payments or other out-of-pocket medical expenses incurred by the retiree. To receive the reimbursement, itemized receipts or canceled checks, with invoices, must be submitted to the Employer. At age 65, the medical reimbursement benefit ceases and the Employer will start reimbursement of the Medicare Part B premium.

iii. Medicare Part B Premium Reimbursement.

Eligible retirees will receive the Medicare Part B premium reimbursement at age 65 on a post calendar quarterly basis.

iv. Prescription Reimbursement Program.

Eligible retirees are eligible to receive the Retiree Prescription Drug Reimbursement at age 65. The retiree must have been employed with the Employer for at least twenty-five (25) years in a benefited position at the time of the retiree's termination of employment. Eligible retirees will be reimbursed up to $450.00[5] (four hundred fifty dollars) per calendar year for out-of-pocket, retiree only, prescription drug costs or Medicare Part D premium costs. Reimbursement will be made once a year for a maximum of ten (10) consecutive years. Eligible expenses include expenses not covered by another plan. Unused annual amounts do not roll over from one year to another.

v. **CBA Reference List:** The following CBAs are currently in effect and are

[4] As of January 1, 2026.
[5] As of January 1, 2026.

hereby incorporated by reference to the extent they reflect Plan provisions:

a. SEIU-UHW (United Healthcare Workers – West, Service Employees International Union) - MOU term: July 1, 2023 through June 30, 2026;
b. IFPTE Local 20 (Engineers and Scientists of California) - MOU term: February 1, 2024 through January 31, 2027;

c. CNA (California Nurses Association) - MOU term: July 1, 2023 through June 30, 2027;

d. Local 39 (International Union of Operating Engineers, Stationary Engineers) - MOU term: October 1, 2023 through September 30, 2027;

e. Local 856 (Freight Checkers, Clerical Employees and Helpers Union, International Brotherhood of Teamsters) - MOU term: September 1, 2024 through August 31, 2027; and

f. Local 6 (Medical Imaging Technologists Unit, ILWU) - MOU term: January 1, 2026 through December 31, 2028.

Updates and modifications to this Appendix A may be made via unilateral administrative action by the District's Chief Executive Officer.

RESOLUTION NO. 1293

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT APPROVING AN AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTHCARE DISTRICT EMPLOYER MATCHING CONTRIBUTIONS PLAN

AND

THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT TAX DEFERRED SAVINGS PLAN

WHEREAS, the Washington Township Health Care District is a local health care district ("District") that owns and operates a general acute care hospital and provides essential healthcare services to the population residing within the District's political boundaries, including the cities of Fremont, Newark, Union City, parts of South Hayward, and Sunol; and

WHEREAS, as part of its benefit plan offerings to its employees, the District maintains the Washington Township Healthcare District Employer Matching Contributions Plan effective as of January 1, 1997 ("403(b) Matching Plan") and the Washington Township Health Care District Tax Deferred Savings Program ("403(b) Deferral Plan" and collectively hereinafter referred to as "Plans"); and

WHEREAS, the Plans were amended and restated effective as of March 9, 2022; and

WHEREAS, it has been determined that the 403(b) Deferral Plan should be amended and restated to: (i) incorporate by reference the terms of the unions' memorandum of understanding ("MOUs") and permit the list of MOUs to be updated without a formal plan amendment; and (ii) update the Plan pursuant to the SECURE Act and SECURE 2.0, by adding new distribution options (e.g., for victims of domestic abuse, qualified long-term care premiums, emergency personal expenses and terminal illness) and allowing for increased catch-up contribution deferrals for participants who are ages 60 to 63; and

WHEREAS, it has also been determined that the 403(b) Matching Plan should be amended to: (i) provide an enhanced 403(b) employer match equal to 100% of Compensation deferred to the 403(b) Deferral Plan on the first 3% of Compensation, plus 50% on the next 3%, for a maximum match of 4.5% of Compensation ("Enhanced Match") for employees hired on or after January 1, 2027, and for current participants

who participate in the Washington Township Health Care District Retirement Plan ("Retirement Plan") and who elect to receive the Enhanced Match; (ii) incorporate by reference the terms of the unions' memorandum of understanding ("MOUs") and permit the list of MOUs to be updated without a formal plan amendment; (iii) conform the plan document to current administrative practice; and (iv) update the Plan pursuant to the SECURE Act and SECURE 2.0, by adding new distribution options (e.g., for victims of domestic abuse, qualified long-term care premiums, and terminal illness).

NOW THEREFORE, be it resolved that:

1. The Board hereby approves the amended and restated 403(b) Matching Plan Adoption Agreement which is attached hereto as Exhibit A, effective as of January 1, 2027.

2. The Board hereby approves the amended and restated 403(b) Deferral Plan Adoption Agreement which is attached hereto as Exhibit B, effective as of January 1, 2027.

3. The Board hereby approves the Enhanced Match for: (i) new employees hired on or after January 1, 2027; and (ii) current Retirement Plan participants who elect to receive the Enhanced Match and are frozen from receiving additional accrual benefits in the Retirement Plan.

4. The Chief Executive Officer is hereby authorized to take any and all actions necessary to execute any and all instruments and do any and all things deemed by her to be necessary or desirable to carry out the intent and purposes of this Resolution.

5. Any actions taken by the Chief Executive Officer prior to the date of these resolutions that would have been authorized by these resolutions if such actions had occurred subsequent to the date of their adoption, are hereby ratified and approved in all respects.

6. The Board directs the Chief Executive Officer to adopt, on behalf of the Washington Township Health Care District, any amendments to the Plans deemed necessary, advisable, or required to administer the Plans in accordance with legal requirements, ratified memorandums of understanding, and these resolutions.

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 16th day of November, 2026 by the following vote:

AYES:

NOES:

ABSENT:

William F. Nicholson, MD President, Board of Directors Washington Township Health Care District	Michael J. Wallace Secretary, Board of Directors Washington Township Health Care District

Washington Township Health Care District
GOVERNMENTAL PRE-APPROVED 403(b) PLAN
ADOPTION AGREEMENT #12-001
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Governmental Pre-Approved 403(b) Plan Adoption Agreement (the "Adoption Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Pre-Approved 403(b) Plan Basic Plan Document #12 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.** Unless the context clearly requires otherwise, all capitalized terms used in this Adoption Agreement shall have the same meaning as when used in the BPD.

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

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

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

SECTION 1
EMPLOYER INFORMATION

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

1-1 **EMPLOYER INFORMATION.**

Name: Washington Township Health Care District

Address: 2000 Mowry Avenue

City, State, Zip Code: Fremont, California 94538

Telephone: (510) 745-6592

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN).** 94-6030667

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

☐ (a) Public School (as defined in Section 1.78 of the BPD)

☑ (b) Dual Status §501(c)(3)/Governmental Organization (as defined in Section 1.28 of the BPD)

1-4 **EMPLOYER'S TAX (ACCOUNTING) YEAR END (optional).** The Employer's tax (accounting) year ends December 31

1-5 **RELATED EMPLOYERS (optional).** Is the Employer part of a group of Related Employers (as defined in Section 1.84 of the BPD)?

☐ Yes

☑ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

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

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SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME.** Washington Township Healthcare District Employer Matching Contributions Plan

Original Effective Date: January 1, 1997

Restatement Effective Date: January 1, 2027

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

2-2 **PLAN NUMBER.** 004

2-3 **TYPE OF PLAN. (Check one of (a)-(c) and, if applicable, (d).)**

☐ (a) Custodial Account under Code §403(b)(7)

☐ (b) Annuity Contract under Code §403(b)(1)

☑ (c) Custodial Account and/or Annuity Contract

☐ (d) The Plan is intended to be a FICA Replacement Plan

[***Note:*** *A Favorable IRS Letter issued in accordance with Rev. Proc. 2021-37 to this Plan does not provide any reliance as to whether an Employer who has adopted this Plan satisfies the requirements under Treas. Reg. §31.3121(b)(7)-2 for the Plan to be treated as a FICA Replacement Plan with respect to any Employee.*]

2-4 **PLAN YEAR.**

☑ (a) Calendar year.

☐ (b) The 12-consecutive month period ending on _____ each year.

☐ (c) The Plan has a Short Plan Year running from ____ to ____.

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

☐ This Plan is a frozen Plan effective _____.

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

2-6 **MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 1.62 of the BPD? (See Section 16.07 of the BPD for special rules applicable to Multiple Employer Plans.)

☐ (a) Yes

☑ (b) No

2-7 **PLAN ADMINISTRATOR.**

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

☐ (b) Name: _____

Address: _____

Telephone: _____

[***Note:*** *To the extent an individual is named in this AA §2-7 and does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.71 of the BPD.)*]

2-8 **DEFINITION OF DISABLED.** Unless otherwise provided under the terms of the applicable Investment Arrangement, an individual is considered Disabled under Section 1.27 of the BPD (option (c) below) unless an alternative definition of Disabled is elected below.

☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be Disabled under such plan.

☑ (b) The individual is determined to be Disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

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☐ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

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

☐ (d) Alternative definition of Disabled: _____

[***Note:** Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the Plan.*]

SECTION 3
ELIGIBLE EMPLOYEES

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

Deferral	Match	ER		
☐	☐	☐	(a)	No exclusions
N/A	☐	☐	(b)	Collectively Bargained Employees (as defined in Section 1.21 of the BPD)
☐	☑	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
☐	☑	☐	(d)	Student Employees (as defined in Section 1.97 of the BPD)
☐	☐	☐	(e)	Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the BPD).
N/A	☐	☐	(f)	Employees who normally work less than ___ hours a week.
☐	☐	☐	(g)	Employees eligible for a governmental Code §457(b) plan sponsored by the Employer that includes salary deferral contributions Specify name of Code §457(b) plan (optional): _____
☐	☐	☐	(h)	Employees eligible for a 401(k) plan sponsored by the Employer Specify name of the 401(k) plan (optional): _____
☐	☐	☐	(i)	Employees eligible for another 403(b) plan sponsored by the Employer that includes salary deferral contributions Specify name of the other 403(b) plan (optional): _____
N/A	☑	☐	(j)	Seasonal Employees
N/A	☑	☐	(k)	Temporary Employees
N/A	☑	☐	(l)	Interns
N/A	☑	☐	(m)	Per diem Employees
N/A	☑	☐	(n)	Other: Employees not classified as benefitted Employees, Employees under an employment contract which precludes them from participation in the Plan.
N/A	☐	☐	(o)	Other:

[***Note:** With respect to any election to exclude Employees under (e) above, the Employer must satisfy the universal availability requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Adoption Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the*

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Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]

[***Note:*** *If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan with respect to the contribution type(s) identified in this AA §3-1, such Part-Time, Seasonal, or Temporary Employees are not treated as Qualified Participants for FICA Replacement Plan purposes unless any benefit relied upon to meet the minimum benefit requirement under subsection Section 6.04(a) is 100% vested. See Section 6.04(b)(1).*]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

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

[***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

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

Match	ER	
☑	☐	(1) There is no minimum service requirement for participation in the Plan.
☐	☐	(2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).
☐	☐	(3) The completion of at least ____ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the BPD for rules regarding the application of this subsection (ii).)

☐	☐	(4) The completion of ___ Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]
☐	☐	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "Part-Time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

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

☐ (A) There is no minimum service requirement for participation in the Plan.

☐ (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (C) Under the Elapsed Time Method as defined in AA §4-3 below.

☐ (D) Describe: _____

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Match	ER	

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

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

☐ (I) ____ hours per week.

☐ (II) ____ hours per month.

☐ (III) ____ hours per year.

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

[***Note:*** *A Part-Time Employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

☐	☐	(6) Two (2) Years of Service.
☐	☐	(7) Under the Elapsed Time Method as defined in AA §4-3 below.
☐	☐	(8) Describe eligibility conditions: _____
☑	☐	(9) Describe eligibility conditions: Union Employees may participate in the Plan subject to the terms of the Memorandum of Understanding ("MOU") in effect and ratified by and between the Union and Employer. The terms of the MOU are hereby incorporated by reference.

[***Note:*** *Any described eligibility conditions must satisfy the definitely determinable requirements under Treas. Reg. §1.401-1(b)(1)(i).*]

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

Match	ER	
☑	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	(2) Age 21.
☐	☐	(3) Age ___.

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

[***Note:*** *This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

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

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

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

Match	ER		
☐	☐	(h)	**next following** satisfaction of the minimum age and service requirements.
☐	☐	(i)	**coinciding with or next following** satisfaction of the minimum age and service requirements.
☐	☐	(j)	**nearest** the satisfaction of the minimum age and service requirements.
☐	☐	(k)	**preceding** the satisfaction of the minimum age and service requirements.
☐	☐	(l)	**coinciding with or preceding** the satisfaction of the minimum age and service requirements.

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

Match	ER		
☐	☐	(m)	**Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ [***Note:*** *The Employer may describe different Entry Dates for different groups of Employees, provided such Entry Dates are consistent with the permissible elections in this AA §4-2.*]

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

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. However, if the Employee fails to earn a Year of Service in the first or second Eligibility Computation Period, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years beginning in the first or second Eligibility Computation Period, as applicable.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the BPD) and the One-Year Break in Service rule (see Section 2.07(d) of the BPD) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

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

Match	ER		
☐	☐	(a)	**Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.
☐	☐	(b)	**Eligibility Computation Period.** The Plan will use Anniversary Years for all Eligibility Computation Periods.
☐	☐	(c)	**Exclusion Years.** Instead of the Plan Year, the Plan will use Anniversary Years for Exclusion Years for purposes of determining whether Employees normally work fewer than 20 hours per week. (See Section 2.02(b)(4) of the BPD.)

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Match	ER	
☐	☐	(d) **Elapsed Time Method.** Eligibility service will be determined under the Elapsed Time Method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. ☐ (1) For Match, must complete a _____ period of service ☐ (2) For ER, must complete a ____ period of service [***Note:*** *Under the Elapsed Time Method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.*]
☐	☐	(e) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. Hours of Service for eligibility will be determined under the following Equivalency Method: ☐ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked. ☐ (7) **Hours worked.** 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. ☐ (8) **Regular time hours.** 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. ☐ (9) **Describe:** _____ [***Note:*** *Any description under (9) must be definitely determinable with respect to Hours of Service.*]
☐	☐	(f) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the BPD) will be disregarded in applying the eligibility rules. ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.
☐	☐	(g) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the BPD) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. ☐ The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.
☑	☐	(h) **Special eligibility provisions:** Union Employees may participate in the Plan subject to the terms of the Memorandum of Understanding ("MOU") in effect and ratified by and between the Union and Employer. The terms of the MOU are hereby incorporated by reference. [***Note:*** *Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan. The Employer may describe different eligibility provisions, including different Eligibility Computation Periods and different service crediting methods, for different groups of Employees, provided such eligibility provisions are consistent with the permissible elections in this AA §4.*]

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

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

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

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

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

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

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

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

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

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

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

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

☐ (g) Describe special rules: _____

[***Note:*** *An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g).*]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** This AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

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

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

☐ (1) The Plan will count service with all Employers which have been acquired.

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

	Name of Predecessor Employer	**Eligibility**	**Vesting**	**Allocation Conditions**
☐ (i)	_____	☐	☐	☐

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

[***Note:*** *Any special provisions must relate solely to service with a Predecessor Employer.*]

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SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.101 of the BPD for a specific definition of the various types of Total Compensation.)

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) "Simplified" Code §415 Compensation

☐ (d) Wages under Code §3401(a)

[***Note:*** *For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.33 of the BPD, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.101(b) of the BPD. This may be overridden by completing the following elections:

☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation:

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[***Note:*** *Plan Compensation (as defined in Section 1.72 of the BPD) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.*]

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.101(c) of the BPD.

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

Deferral	Match	ER	
☐	☐	☐	(a) No exclusions.
N/A	☐	☐	(b) Elective Deferrals (as defined in Section 1.33 of the BPD), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).
☐	☑	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits.
☐	☐	☐	(d) Compensation above $___.
☐	☐	☐	(e) Amounts received as a bonus.
☐	☐	☐	(f) Amounts received as commissions.
☐	☐	☐	(g) Overtime payments.
☐	☐	☐	(h) Amounts received for services performed for a non-signatory Related Employer. (See Section 2.02(c) of the BPD.)
☐	☐	☐	(i) "Deemed §125 compensation" as defined in Section 1.101(d) of the BPD.
☐	☐	☐	(j) Amounts received after Severance from Employment. (See Section 1.101(b) of the BPD.)
☐	☐	☐	(k) Differential Pay (as defined in Section 1.101(e) of the BPD).
☐	☐	☐	(l) Leave of absence pay.
☐	☑	☐	(m) Describe adjustments to Plan Compensation: Payment for unused accrued bona fide sick leave, loan reimbursement programs, and student reimbursement programs.

[***Note:*** *Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.*]

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

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

Deferral	Match	ER	
☐	☑	☐	(1) The Plan Year.
☐	☐	☐	(2) The calendar year ending in the Plan Year.
☐	☐	☐	(3) The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4) The 12-month period ending on _____ which ends during the Plan Year.

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

To count compensation for the entire Plan Year for a particular contribution type, including compensation paid while an individual is not a Participant with respect to such contribution type, check below. (See Section 1.72 of the BPD.)

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

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

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

SECTION 6
EMPLOYER CONTRIBUTIONS

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

☐ Yes

☑ No [*If No, skip to AA §6A.*]

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

[***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

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

☐ (b) **Fixed contribution.**

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

☐ (2) $____ for each Participant.

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

☐ (1) Describe: _____

☐ (2) See Addendum.

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

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

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

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

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

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

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: _____

[***Note****: Any described period must satisfy the definitely determinable requirements under Treas. Reg. §1.401-1(b)(1)(i).*]

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

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

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

Years of Service	Contribution %
☐ (1) From ___ and up through ___	___%
☐ (2) From ___ and up through ___	___%
☐ (3) From ___ and up through ___	___%
☐ (4) From ___ and up through ___	___%
☐ (5) From ___ and up through ___	___%
☐ (6) From ___ and up through ___	___%
☐ (7) From ___ and above	___%

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

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

☐ (f) **Describe special rules for determining contributions under the Plan:** _____

[***Note:*** *The Employer may describe special rules for determining contributions under the Plan consistent with the elections under (a) – (e) above and/or a combination thereof.*]

6-3 **ALLOCATION FORMULA.**

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

☐ (1) as a uniform percentage of Plan Compensation.

☐ (2) as a uniform dollar amount.

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

☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the BPD), using the Taxable Wage Base (as defined in Section 1.98 of the BPD) as the Integration Level.

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

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

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

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

☐ (ii) $____ (not to exceed the Taxable Wage Base)

☐ (iii) 20% of the Taxable Wage Base

[***Note:*** *See Section 3.02(a)(1)(ii)(D) of the BPD for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

☐ (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[***Note:*** *Any special rules must relate solely to applying the permitted disparity formula.*]

☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

☐ (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).

☐ (2) ____ point(s) for each $____ (not to exceed $200) of Plan Compensation.

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☐ (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:

☐ (i) In the same manner as determined for eligibility.

☐ (ii) In the same manner as determined for vesting.

☐ (iii) Points will not be provided with respect to Years of Service in excess of ____.

☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Vendor or Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).

☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.

☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Description of allocation groups

☐ **Group 1:** _____

[***Note**: Each group must be definitely determinable.*]

☐ (3) **Special rules.** The following special rules apply to the Employee group allocation formula.

☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.

☐ (A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group. However, if the Period for determining Employer Contributions under AA §6-4(a) is not the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the applicable period.

☐ (B) **Describe:** _____

[***Note:** Any language under this subsection (B) must be definitely determinable.*]

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

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

☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

☐ (3) **Describe special rules applicable to age-based allocation:** _____

[***Note:** See Appendix A of the BPD for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.

☐ (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.

☐ (i) **Describe special rules for determining allocation formula:** _____

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[***Note:*** *The Employer may describe special rules for determining allocation formula under the Plan consistent with the elections under (a) – (h) above and/or a combination thereof.*]

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

☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation paid during the following period: [*The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.*]

☐ (1) Plan Year quarter

☐ (2) calendar month

☐ (3) payroll period

☐ (4) Other period more frequent than Plan Year: _____

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

☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.

☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*].

☐ (2) In applying the offset under this subsection (c), the following rules apply: _____

☐ (d) **Other special rules relating to Employer Contributions:** _____

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

(a) **Contributions for former Employees.** If this subsection (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee for the period through the end of the Taxable Year of the Employee in which such Employee ceases to be an Employee and through the end of each of the next five Taxable Years (as provided in Section 3.01(c) of the BPD), as described below:

☐ (1) A separate discretionary Employer Contribution may be made to each former Employee (i.e., each former Employee is in such former Employee's own allocation group).

☐ (2) The Employer will allocate ___% of the former Employee's deemed Total Compensation for the period through the end of the taxable year in which the former Employee has a Severance from Employment and the next ___ taxable years (not to exceed 5).

☐ (3) Describe the contribution/allocation formula that applies to former Employees: _____

[***Note:*** *The Employer must describe the contribution/allocation rules in a definitely determinable manner consistent with the contribution and allocation elections available under AA §6-2 and 6-3 and/or a combination thereof.*]

☐ (b) **Contributions of accrued unpaid sick, PTO and/or vacation leave.** (Complete all that apply.)

☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____

☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____

☐ (3) The Employer will make Employer Contributions of amounts of accrued unpaid PTO leave, as described below: _____

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[***Note:*** *The Employer must describe an Employer Contribution of accrued unpaid sick, PTO and/or vacation leave that meets the following requirements:*

- *The leave converted under the arrangement can only be accrued unpaid leave;*
- *The leave converted can only be sick, PTO and/or vacation leave;*
- *The Employer must designate how often the conversions occur under this AA §6-5;*
- *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
- *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
- *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
- *The leave conversion formula is definitely determinable.*]

[***Note:*** *As an alternative to describing the Employer Contribution of accrued unpaid sick, PTO and/or vacation leave above, the Employer may attach an addendum which incorporates by reference the currently applicable accrued sick, PTO and/or vacation leave policy. The addendum does not need to include the actual accrued sick, PTO and/or vacation leave policy, but must be sufficiently descriptive to identify incorporated documents.*]

6-6 **MANDATORY CONTRIBUTIONS.** See AA §6C-3 for elections relating to Mandatory Contributions.

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

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

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

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

☐ (1) ____ Hours of Service during the Plan Year.

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

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

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (E) Hours worked ☐ (F) Regular time hours

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)

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

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other period more frequent than Plan Year: _____

☐ (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

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☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6-7.

☐ (ii) a minimum service condition designated under this AA §6-7.

☐ (iii) a Discretionary Employer Contribution.

☐ (iv) a Fixed Employer Contribution.

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

☐ (1) All Employees.

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

☐ (g) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.

☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

SECTION 6A
SALARY DEFERRALS

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

☐ Yes

☑ No [*If "No" is checked, skip to Section 6B.*]

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

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

☐ (1) ____% of Plan Compensation

☐ (2) $____.

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

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

☐ (3) Plan Year.

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

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

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

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

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

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

☐ (c) Describe any other Plan limitations on Salary Deferrals: _____

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

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

☐ (b) $____ for a payroll period.

☐ (c) Describe: _____

[***Note:*** *If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3. If AA §2-3(d) is checked, and the Plan is intended to be a FICA Replacement Plan but does not permit Employer Contributions (AA §6-1 is "No") or Matching Contributions (AA §6B-1 is "No"), the minimum deferral rate must be at least 7.5%. See BPD Section 6.04(a)(3).*]

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

☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.

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

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

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

☐ (1) Roth Deferrals are permitted under the Plan.

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

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

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.09(b) of the BPD for default distribution rules if a Participant fails to designate the appropriate Account(s) for distribution purposes.)

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

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

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

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☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

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

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

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** In-Plan Roth Conversions are not permitted unless Roth Deferrals are permitted in subsection (a) above, and then are permitted only if elections in this subsection (c) are completed.

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

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

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

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

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

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

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

☐ (i) Pre-tax Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) After-Tax Employee Contributions

☐ (v) Rollover Contributions

☐ (vi) Mandatory Contributions

☐ (vii) Describe: _____

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

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

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

[***Note:*** *If an In-Plan Roth Conversion is permitted from partially-vested types, special rules apply for determining the vested percentage of such amounts after conversion. See the rules under Section 7.08 of the BPD.*]

☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than $___.

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

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

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

☐ (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____

☐ (vi) Describe: _____

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

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

☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.08 of the BPD.

[***Note:*** *If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.08 of the BPD.*]

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

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

(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.

☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.

☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.

☐ (iii) Describe distribution options: _____

☐ (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS.** _____

[***Note:*** *Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.*]

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

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

(a) If elected under this subsection (a), a Participant's affirmative Salary Deferral election will increase each Plan Year as follows: (See Section 3.03(c) of the BPD.)

☐ (1) ___%, up to a maximum of ___%.

A Participant's affirmative Salary Deferral election will expire and the automatic increase will occur:

☐ (2) Annually, on _____ [*indicate date*]

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☐ (3) Describe: _____ [*indicate date/frequency, other than annual*]

☐ (b) Automatic increase and expiration provisions will apply to:

☐ (1) All Participants with an affirmative Salary Deferral election.

☐ (2) Only Participants with an affirmative Salary Deferral election that is less than or equal to ___%

☐ (3) Only Participants with an affirmative Salary Deferral election that is at least ___%

☐ (4) Describe: _____ [*must not discriminate in favor of Highly Compensated Employees]*

(c) The automatic increase will be allocated under the Plan's administrative procedures unless otherwise indicated below:

☐ Describe: _____ [*indicate manner in which the automatic increase will be allocated to the Participant's account*.]

(d) **Application of automatic increase.** Unless designated otherwise under this subsection (d), if an automatic increase is selected under this AA §6A-6, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)

☐ (1) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the first Plan Year following the date salary deferrals begin.

☐ (2) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the ___ Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant.

☐ (3) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) which is at least 6 months (or 180 days) after the Participant first has salary deferrals withheld.

☐ (4) **Effective date.** The automatic increase described under subsection (a) is generally effective as of the first day of the Plan Year. If this subsection (4) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (i) The anniversary of the Participant's date of hire.

☐ (ii) The anniversary of the Participant's first salary deferral contribution.

☐ (iii) The first day of each calendar year.

☐ (iv) The anniversary of the Participant's Entry Date.

☐ (v) Other date: _____

[***Note**: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.*]

☐ (e) **Expiration of affirmative deferral elections.** A Participant's affirmative deferral election will expire:

☐ (1) at the end of each Plan Year.

☐ (2) Describe date that the affirmative election will expire: _____

[***Note**: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.*]

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.

☐ Alternatively**,** if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will NOT be subject to any automatic increase.

☐ (f) **Describe special rules** applicable to the automatic increase and expiration of affirmative Salary Deferral election: ____

[***Note:** Any special rules under this subsection (f) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.*]

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

(a) **Change or revocation of deferral election.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

(b) **Salary deferral elections of rehired Participants.** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

☐ **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[***Note**: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures*.]

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the BPD, unless provided otherwise under this AA §6A-8. [***Note:** A governmental Employer's election to include automatic deferral provisions may be subject to State and local anti-garnishment and other applicable State and local laws and regulations.*]

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

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

☐ (2) **Automatic Contribution Arrangement other than an EACA.** Check this subsection (2) if the Employer intends for the Plan to be an Automatic Contribution Arrangement other than an EACA.

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

☐ (1) **Effective date of Automatic Contribution Arrangement or EACA.** The automatic deferral provisions under this AA §6A-8 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) _____ [*insert date no earlier than the Effective Date of this Plan*].

☐ (iii) As set forth under a prior Plan document. [***Note:** If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (iv) If the Employer is amending the provisions applicable to the ACA or EACA, the amended provisions are effective as of _____ [*insert date*].

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

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

☐ (i) **Automatic deferral amount.**

☐ (A) ____% of Plan Compensation

☐ (B) $____

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☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

☐ (A) ____% of Plan Compensation

☐ (B) $_____

☐ (C) If this subsection (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

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

☐ (D) ____% of Plan Compensation

☐ (E) $_____

☐ (iii) **Special application of automatic increase provisions.** The Employer may describe under this subsection (iii) special rules applicable to automatic increase provisions: _____

[***Note:*** *Any special application of the automatic increase provisions must be definitely determinable.*]

(3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants (i.e., Participants who enter the Plan after the automatic deferral provisions are effective) and current Participants (i.e., Participants who were eligible to participate in the Plan at the time the automatic deferral provisions are effective) as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Reduction Agreement (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

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

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

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

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (3)(i) are subject to the automatic deferral provisions. [***Note:*** *See Section 3.03(c)(2)(i) of the BPD for the application of this subsection (C) under an EACA.*]

☐ (D) No change for current Participants. Prior automatic deferral provisions will continue to apply.

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

☐ (F) Describe: _____

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

☐ (A) at the end of each Plan Year.

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

[***Note****: The date must be definite.*]

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

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

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

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [***Note:*** *This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.

☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.

☐ (iv) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (A) The anniversary of the Participant's date of hire.

☐ (B) The anniversary of the Participant's first automatic deferral contribution.

☐ (C) The first day of each calendar year.

☐ (D) The anniversary of the Participant's Entry Date.

☐ (E) Other date: _____

☐ (v) **Special rules:** _____

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

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

☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (ii) **Administrative procedure.** The treatment of re-hired employees will be governed by separate administrative procedure.

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☐ (iii) **Describe special rules applicable to rehired employees:** _____

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

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

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

☐ The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.

☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (c) are not available.

☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ [*may not be less than 30 nor more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (d) **Other automatic deferral provisions:** _____

[***Note:*** *Any language added under this subsection (d) must be definitely determinable. Under this subsection (d), the Employer may describe the automatic deferral provisions from the elections available in Section 6A and/or a combination thereof.*]

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

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:

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

☐ (2) _____ (insert date).

☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection (b).*]

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

_____

[***Note:*** *Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii). Under this AA §6A-10, the Employer may only describe special rules which are consistent with the available elections under AA §6A.*]

SECTION 6B
MATCHING CONTRIBUTIONS

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

☑ **Yes.**

☐ **No.** [*Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.*]

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

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

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as:

☐ (1) A uniform percentage of Eligible Contributions for each period designated in AA §6B-5 below.

☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ____ % of Plan Compensation for such period.

☐ (2) A flat dollar amount for each period designated in AA §6B-5 below.

☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:

☐ (A) ____ % of Plan Compensation for such period.

☐ (B) $____ for such period.

☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) ____% of Eligible Contributions made for each period designated in AA §6B-5 below.

☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ____% of Plan Compensation for such period.

☐ (2) $____ for each period designated in AA §6B-5 below.

☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:

☐ (A) ____% of Plan Compensation for such period.

☐ (B) $____ for such period.

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

☐ (1) Describe: _____

☑ (2) See Addendum.

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

☐ (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.

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

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up through ___% of Plan Compensation	___%	☐

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

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up through $___	___%	☐
☐ (ii) Over $___	___%	☐

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

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

Years of Service	Fixed Match	Discretionary Match
☐ (1) From ____ and up through ____	___%	☐
☐ (2) From ____ and up through ____	___%	☐
☐ (3) From ____ and up through ____	___%	☐
☐ (4) From ____ and up through ____	___%	☐
☐ (5) From ___ and above	___%	☐
☐ (6) Describe any limits on the Years of Service match: _____		

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

☑ (f) **Different Employee groups.** The Employer may make a separate Matching Contribution to the Participants in the following allocation groups. The Employer must designate in writing the amount of the contribution to be allocated to each allocation group. The allocation groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).

☐ (1) A separate discretionary Matching Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).

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

☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Description of allocation groups

☑ **Group 1:** Group 1—Enhanced 403(b) Employer Match: Employees hired on or after January 1, 2027 and Employees hired before that date whose benefit accruals under the Washington Township Health Care District Retirement Plan are frozen as of December 31, 2026. Each Participant in this group will receive a Matching Contribution equal to 100% of Compensation deferred to the Washington Township Health Care District Tax Deferred Savings Plan ("403(b) Deferral Plan") on the first 3% of Compensation, plus 50% on the next 3%, for a maximum match of 4.5% of Compensation.

☑ **Group 2:** Group 2—Classic 403(b) Employer Match: Employees hired before January 1, 2027, whose benefit accruals under the Washington Township Health Care District Retirement Plan are not frozen as of December 31, 2026. Each Participant in this group will receive a Matching Contribution equal to 100% of Compensation deferred to the Washington Township Health Care District Tax Deferred Savings Plan ("403(b) Deferral Plan") on the first 1.5% of Compensation.

[***Note:*** *The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]

☐ (g) **Describe special rules for determining allocation formula:** _____

[***Note:*** *Any special rules must relate solely to determining the allocation formula and must be consistent with the available elections under this AA §6B-2.*]

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

☐ (a) **Matching Contributions.** Only the following contribution types are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Deferrals

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☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[***Note:*** *See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

☑ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

☑ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: Washington Township Health Care District Tax Deferred Savings Program

☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[***Note:*** *This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.*]

(c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.

☐ The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.

☐ (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[***Note:*** *If contribution types are limited for only certain Matching Contributions, those limitations may be described under this subsection (d). Any special rule under this subsection (d) must be consistent with the available elections under this AA §6B-3.*]

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

☐ (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:

☐ (1) ____% of Plan Compensation.

☐ (2) $____.

☐ (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[***Note:*** *If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

☐ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☐ (1) ____% of Plan Compensation.

☐ (2) $____.

☐ (3) Other limits on Matching Contributions: _____ *(not greater than 100% of Plan Compensation.)*

☐ The limit on Matching Contributions will be based on Plan Year, even if the period for determining Matching Contributions under AA §6B-5 is more frequent.

☐ (4) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

☐ (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):

☐ (1) Any limit on the amount of Eligible Contributions does not apply to:

☐ (2) Any limit on Matching Contributions does not apply to:

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☐ (i) Discretionary match	☐ (i) Discretionary match
☐ (ii) Fixed match	☐ (ii) Fixed match
☐ (iii) Tiered match	☐ (iii) Tiered match
☐ (iv) Year of Service match	☐ (iv) Year of Service match
☐ (v) Employee group match	☐ (v) Employee group match

☐ (d) **Special limits applicable to Matching Contributions:** _____

[***Note:*** *Any description under subsection (d) must be consistent with the available elections under this AA §6B-4.*]

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

☑ (a) payroll period

☐ (b) Plan Year quarter

☐ (c) calendar month

☐ (d) Other period more frequent than Plan Year: _____

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

[***Note:*** *In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent such Participant does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the BPD.)*]

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

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

[***Note:*** *See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.*]

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

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

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

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

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

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

☑ (c) **Minimum service condition.** An Employee must be credited with at least:

☑ (1) 1,000 Hours of Service during the Plan Year.

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

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

☐ (A) Monthly ☐ (B) Weekly

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☐ (C) Daily ☐ (D) Semi-monthly

☐ (E) Hours worked ☐ (F) Regular time hours

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☑ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for the application of allocation conditions on the basis of designated periods.)

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

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☑ (iv) Other period more frequent than Plan Year: Starting on the first payroll period and ending on the last day of the payroll period each year.

[***Note:*** *Any description under subsection (iv) must be for a period less than a Plan Year.*]

☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

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

☐ (1) All Employees.

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

☐ (f) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.

☐ (g) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

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☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6B-7.

☐ (ii) a minimum service condition designated under this AA §6B-7.

☐ (iii) the following Matching Contributions:

☐ (A) Discretionary match

☐ (B) Fixed match

☐ (C) Tiered match

☐ (D) Year of Service match

☐ (E) Employee group match

☑ (h) **Describe** any special rules governing the allocation conditions under the Plan: Union Employees may participate in the Plan subject to the terms of the Memorandum of Understanding ("MOU") in effect and ratified by and between the Union and Employer. The terms of the MOU are hereby incorporated by reference.

[***Note:*** *Any special rule must relate solely to the allocation conditions and must be consistent with the available elections under AA §6B-7.*]

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

[***Note:*** *Any special rules must relate solely to Matching Contributions and must be consistent with the available elections under AA §6B.*]

SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions or be required to make Mandatory Contributions under the Plan, unless elected under this AA §6C:

☐ (a) Participants may make After-Tax Employee Contributions to the Plan.

☐ (b) Participants must make Mandatory Contributions to the Plan.

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

☐ (a) **Eligibility for After-Tax Employee Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: _____

[***Note:*** *Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.*]

☐ (b) **Limits on After-Tax Employee Contributions.** If this subsection (b) is checked, the following limits apply to After-Tax Employee Contributions:

☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) ____% of Plan Compensation

☐ (ii) $____

for the following period:

☐ (iii) the entire Plan Year.

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

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

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☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection (c), After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.

☐ (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:

☐ (i) All Matching Contributions elected under AA §6B.

☐ (ii) All Matching Contributions elected under AA §6B-2, except for the following Matching Contributions: _____

☐ (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

☐ (iii) A discretionary amount determined by the Employer.

(d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an After-Tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an After-Tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an After-Tax election (on a prospective basis) at any time.

☐ (e) **Describe special rules applicable to After-Tax Employee Contributions:** _____

[***Note:*** *Any special rules must satisfy the requirements of Code §403(b).*]

6C-3 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.59 of the BPD) to the Plan equal to the amount specified under this AA §6C-3. Any amounts contributed pursuant to this AA §6C-3 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

☐ (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:

☐ (1) ____ % of Plan Compensation.

☐ (2) $____ per pay period.

☐ (3) Any amount from ____ % to ____ % of Plan Compensation, as designated by the Participant.

☐ (4) The amount designated under an applicable collective bargaining agreement, employment contract or other arrangement with the Employee.

☐ (5) Describe amount: _____

[***Note:*** *Amount may not exceed 100% of Plan Compensation.]*

☐ (b) Special rules applicable to Mandatory Contribution: _____

[***Note:*** *Special rules may describe special eligibility requirements and the definitely determinable amounts*.]

SECTION 7
RETIREMENT AGES

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

☑ (a) Age 65____ (not to exceed 65).

☐ (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of the Employee's:

☐ (1) Participation commencement date.

☐ (2) Employment date.

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☐ (c) Describe Normal Retirement Age: _____

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

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

☐ (1) Attainment of age ____.

☐ (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or

☐ (3) The completion of ____ Years of Service, determined as follows:

☐ (i) Same as for eligibility.

☐ (ii) Same as for vesting.

☐ (b) Describe Early Retirement Age: _____

SECTION 8
VESTING AND FORFEITURES

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

☑ Yes

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

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

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the BPD for a description of the various vesting schedules under this AA §8-2.) If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan, any vesting schedule selected must satisfy the rules under Section 6.04(b)(1) of the BPD.

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

ER	**Match**	
☐	☐	(1) Full and immediate vesting
☐	☐	(2) 3-year cliff vesting schedule
☐	☑	(3) 5-year graded vesting schedule
☐	☐	(4) 6-year graded vesting schedule
☐	☐	(5) Modified vesting schedule

____% immediately on Plan participation
____% after 1 Year of Service
____% after 2 Years of Service
____% after 3 Years of Service
____% after 4 Years of Service
____% after 5 Years of Service
____% after 6 Years of Service
____% after 7 Years of Service
____% after 8 Years of Service
____% after 9 Years of Service
____% after 10 Years of Service

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ER **Match**

☐ (6) Describe additional modifications to vesting schedule applicable to Employer Contributions:

☐ (7) Describe additional modifications to vesting schedule applicable to Matching Contributions:

[***Note:*** *As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:*

(1) ***15-year cliff vesting schedule.*** *The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.*

(2) ***20-year graded vesting schedule****. The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.*

(3) ***20-year cliff vesting for qualified public safety employees.*** *Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10(B)).*

If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]

☐ (b) **Special provisions applicable to vesting schedule:** _____

[***Note:*** *Any special provision must satisfy the pre-ERISA Code vesting requirement.*]

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

☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.

☐ (b) Service completed before the Employee's ____ (not to exceed 18th) birthday is excluded.

☐ (c) Describe special rules for vesting service: _____

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

☐ (a) dies.

☑ (b) has a Severance from Employment due to becoming Disabled.

☐ (c) becomes Disabled.

☐ (d) reaches Early Retirement Age.

☐ (e) Not applicable. No increase in vesting applies.

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

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

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

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ER	Match	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
☐	☐	(b) **Vesting Computation Period.** Instead of the Plan Year:

☐ (1) The Plan will use Anniversary Years for all Vesting Computation Periods.

☐ (2) Describe: _____

[***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]

☐	☐	(c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period provided in Section 7.04 of the BPD.
☐	☐	(d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to:

☐ (1) All Employees.

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

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

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

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

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

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

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

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

☐ (9) **Describe:** _____

[***Note:*** *Any description under (9) must be definitely determinable with respect to Hours of Service.*]

☐	☐	(e) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the BPD.)

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

☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 7.07(b) of the BPD) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.

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

☐	☑	(g) **Special rules:** An Employee will earn a Year of Vesting Service for purposes of the 5-year graded vesting schedule upon the completion of 1,000 hours of participation service during a Vesting Computation Period.

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8-6 **ALLOCATION OF FORFEITURES.**

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

ER	**Match**	
☐	☐	(a) N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-6.*]
☐	☐	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c) Used to reduce Employer Contributions and/or Matching Contributions.

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

☐	☐	(d) for the Plan Year in which the forfeiture occurs.
☐	☐	(e) within 12 months following the Plan Year in which the forfeiture occurs.
☐	☐	(f) for the Plan Year in which the forfeiture occurs or the following 12 months.

Forfeitures used for Plan expenses:

☐	☐	(g) Forfeitures will be used to pay Plan expenses prior to applying forfeitures under subsection (b) or (c).
☐	☐	(h) Forfeitures will be used to pay Plan expenses if any forfeitures remain after applying forfeitures under subsection (b) or (c).
☐	☐	(i) Forfeitures will **not** be used to pay Plan expenses.

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

☐	☐	(j) Forfeitures are not subject to any allocation conditions.
☐	☐	(k) Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(l) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

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

☐ ☐ (m) Describe: _____

[***Note:*** *Any language added under this subsection (m) must relate solely to the treatment of forfeitures.*]

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS AND FORFEITURES.**

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

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

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

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the BPD) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules, complete this AA §8-7(b).

☐ (1) A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 7.09(a)(1)(iv) of the BPD).

☐ (2) A forfeiture will occur immediately upon Severance from Employment.

(c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-7(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

☐ If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 7.09(a)(2) do not apply.

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

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

☐ The Plan will forfeit benefits (including vested benefits) upon the death of a Participant. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

SECTION 9
DISTRIBUTION PROVISIONS – SEVERANCE FROM EMPLOYMENT

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

Lump sum distribution. A Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum upon Severance from Employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon Severance from Employment.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

☑ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☑ (b) **Partial lump sum**. A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

☐ Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than $_____

☑ (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.01 of the BPD.

☐ (d) **Installment distributions for RMD purposes only.**

☐ (e) **Partial lump sum for RMD purposes only**.

☐ (f) **Describe distribution options:** _____

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

9-2 **SPOUSAL CONSENT.** Except as provided by State law, spousal consent is not required for a Participant to receive a distribution, to name or change an alternate Beneficiary, or to obtain a Participant loan, unless designated otherwise under this AA §9-2. See Section 9.02 of the BPD for rules regarding spousal consent under the Plan.

Choose all that apply:

☐ (a) **Distribution consent.**

☐ (1) A Participant's Spouse must consent to any distribution to which a Participant must consent, as elected under AA §9-6(a).

☐ (2) A Participant's Spouse must consent to a distribution if the Participant's vested Account Balance exceeds:

☐ (i) $1,000

☐ (ii) $5,000

☐ (iii) $_____ (may insert any dollar amount)

☐ (b) **Consent to Alternate Beneficiary/Alternate Beneficiary Changes.** A Participant's Spouse must consent to naming someone other than the Spouse as Beneficiary (or to change an alternate Beneficiary to which a spouse has previously consented) under the Plan.

(c) **Consent to Participant Loans**. The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to Participant loans. If Participant's Spouse must consent to a Participant loan, please complete this election, below:

☐ Spousal consent is required for Participant loans.

☐ (d) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.

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☐ (e) **Describe** any special rules affecting spousal consent: _____

[***Note:*** *Any special rules under subsection (e) must be definitely determinable. The availability of distributions is subject to the terms of the Investment Arrangement, as well as any applicable spousal consent requirements.*]

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

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

☑ (1) the date the Participant has a Severance from Employment.

☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.

☐ (3) the first Valuation Date following the Participant's Severance from Employment.

☐ (4) the completion of ____ Breaks in Service.

☐ (5) the end of the calendar quarter following the date the Participant has a Severance from Employment.

☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (7) Describe: _____

[***Note:*** *Employer may elect an amount other than $5,000 for the Involuntary Cash-Out Distribution threshold* under *AA §9-6(a)*.]

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

☑ (1) the date the Participant has a Severance from Employment.

☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.

☐ (3) the first Valuation Date following the Participant's Severance from Employment.

☐ (4) the end of the calendar quarter following the date the Participant has a Severance from Employment.

☐ (5) Describe: _____

[***Note:*** *Employer may elect an amount other than $5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a)*.]

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

☐ (a) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant has a Severance from Employment on account of becoming Disabled.

☐ (b) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.

☐ (c) **Describe:** _____

[***Note:*** *Any distribution event described in subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Under Section 8.07(c) of the BPD and subject to the terms of the Investment Arrangement, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.07(c) of the BPD are modified as follows:

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☐ (1) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes.**

☐ (2) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's estate.

☐ (3) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes; (2)** if there are no children, then to the Participant's surviving parents, per capita; and (3) if there are no surviving parents, to the Participant's estate.

☐ (4) Describe other modifications to the default beneficiaries under Section 8.07(c)(3) of the BPD: _____

[***Note**: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit, subject to any applicable State law*.]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b) or as otherwise provided in a QDRO.

☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the death distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless otherwise provided by State law or the terms of the Investment Arrangement or unless elected otherwise under this subsection (c), if a Participant designates such Participant's Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.07(c)(6) of the BPD.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[***Note:** Section 8.07(c)(6) of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.07(c)(6) of the BPD.*]

9-6 **SPECIAL RULES.**

(a) **Availability of Involuntary Cash-Out Distributions.** A Participant who has a Severance from Employment with a vested Account Balance of $5,000 (or other amount as elected in this Adoption Agreement) or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.05 of the BPD.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following Participants who have had a Severance from Employment:

☐ (1) **No consent required for distributions.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution, regardless of value of such Participant's vested Account Balance. No Participant consent is required.

☐ (2) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(b) of the BPD for special rules upon Plan termination.)

☐ (3) **Different Involuntary Cash-Out Distribution threshold.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:

☐ (i) $1,000

☐ (ii) $____ (*may insert any dollar amount*)

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

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whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold, check below.

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

(b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.05 of the BPD do not apply to any Involuntary Cash-Out Distribution equal to or less than $1,000 (to the extent available under the Plan) and do not apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

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

☑ (1) The Automatic Rollover provisions under Section 8.05 of the BPD apply to all Involuntary Cash-Out Distributions (including those equal to or less than $1,000).

☐ (2) The Automatic Rollover provisions under Section 8.05 of the BPD do not apply to Involuntary Cash-Out Distributions equal to or less than $_____ (must be between $0 and $1,000).

☐ (3) The Automatic Rollover provisions under Section 8.05 of the BPD apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

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

(c) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.03 of the BPD apply for distributions occurring prior to attainment of the Participant's required beginning date as defined in Code §401(a)(9).

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

☐ Subject to the spousal consent requirements under Section 9.02 of the BPD, a distribution from the Plan may be made to a Participant *who has a Severance from Employment* without the Participant's consent, regardless of the value of such Participant's vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

(d) **In-kind distributions.** Section 8.09(c) of the BPD allows the Plan Administrator to authorize an in-kind distribution of property to the extent the Plan holds such property.

To modify this default rule, check below.

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

(e) **Modification of Severance from Employment definition.** The Employer modifies the definition of Severance from Employment, as defined in Section 1.92 of the BPD, as follows:

☐ (1) Severance from Employment does not occur if an Employee continues to be employed by any Related Employer, regardless of whether the Related Employer is an Eligible Employer or the Employee is employed in a capacity that is not employment with an Eligible Employer.

☐ (2) Describe modification of the definition of Severance from Employment: ____

[***Note****: Any modification of the definition of Severance from Employment may be no more expansive than allowed under Treas. Reg. §1.403(b)-2(b)(19)*.]

SECTION 10
IN-SERVICE DISTRIBUTIONS

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

Deferral	Match	ER	
☐	☐	☐	(a) No in-service distributions are permitted.
☐	☑	☐	(b) Attainment of age 59½.
☐	☐	☐	(c) Attainment of age ____. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]

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Deferral	Match	ER	
☐	☐	☐	(d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*] Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☐	☐	☐	(e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*] (1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. ☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____
☐	☐	☐	(f) Attainment of Normal Retirement Age. [*If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☐	☐	☐	(g) Attainment of Early Retirement Age. [*If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☐	☑	☐	(h) Upon a Participant becoming Disabled. [*The definition of disability may be different depending on the contribution type, as elected in AA§2-8.*]
☐	**N/A**	**N/A**	(i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.
N/A	☐	☐	(j) Completion of ____ Years of Service or ____months of service. [*Not applicable with respect to amounts held in a Custodial Account.*]
☐	☐	☐	(k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)
☐	☐	☐	(l) Upon a deemed Severance from Employment as described in Section 8.02(b)(4) of the BPD when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.
☐	☐	☐	(m) Upon attainment of age ____ and ____ years of participation. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.*]

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Deferral	Match	ER	
N/A	☐	☐	(n) The amounts being withdrawn have been held in the Plan for at least two years. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account*.]
☐	☐	☐	(o) Describe: _____

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

10-2 **APPLICATION TO OTHER CONTRIBUTION TYPES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time.

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

Rollover	After-Tax	
☐	☐	(a) No in-service distributions are permitted.
☐	☐	(b) Attainment of age 59½.
☐	☐	(c) Attainment of age ____.
☐	☐	(d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☐	☐	(e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. (1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. ☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____
☐	☐	(f) Attainment of Normal Retirement Age.
☐	☐	(g) Attainment of Early Retirement Age.
☐	☐	(h) Upon a Participant becoming Disabled.
☐	☐	(i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.
☐	☐	(j) Completion of ____ Years of Service or ____ months of service.
☐	☐	(k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)

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Rollover	After-Tax		
☐	☐	(l)	Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.
☐	☐	(m)	Upon attainment of age ____ and ____ years of participation. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.*]
N/A	☐	(n)	The amounts being withdrawn have been held in the Plan for at least two years. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account*.]
☐	☐	(o)	Describe: _____ [***Note**: Any event described in subsection (o) may not violate the permissible distribution events under the Plan.*]

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

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken. [*Select (1) or (2) below, if applicable. If (1) or (2) is not elected, the 100% vested requirement applies to all in-service distributions.*]

☐ (1) The 100% vested requirement only applies to Hardship distributions. [*If not elected, the 100% vested requirement applies to all in-service distributions.*]

☐ (2) The 100% vested requirement applies to all in-service distributions other than Hardship distributions.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☑ (c) A Participant may not take an in-service distribution of less than $1,000.

☐ (d) A Participant may not take an in-service distribution of more than $____.

☐ (e) Unless elected otherwise under this subsection (e), the Hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.08(e)(6) of the BPD. If this subsection (e) is checked, the Hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

☐ (f) A Participant may not take an in-service distribution from a Roth Deferral Account.

☐ (g) The following are not available to Participants who have had a Severance from Employment:

☐ (1) Qualified Birth or Adoption Distributions (QBADs).

☐ (2) Hardship distributions.

☐ (h) Other distribution rules: _____

[***Note:** This subsection (h) may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

SECTION 11
MISCELLANEOUS PROVISIONS

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

☑ (a) **Additional valuation dates (optional).** In addition, for each contribution type selected below the Account will be valued on the following dates:

Deferral	Match	ER		
☐	☑	☐	(1)	**Daily.** (i.e., the end of each business day during which the New York Stock Exchange is open.)
☐	☐	☐	(2)	**Monthly.** (i.e., the end of each month of the Plan Year.)
☐	☐	☐	(3)	**Quarterly.** (i.e., the end of each Plan Year quarter.)
☐	☐	☐	(4)	**Describe:** _____

[***Note:** The Employer may elect operationally to perform interim valuations*.]

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☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: _____

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the BPD apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the BPD.

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

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

☐ (b) **Special rules:** _____

[***Note:*** *Any special rules under this subsection (b) must be consistent with the requirements of Code §415.*]

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the BPD apply.

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

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

11-4 **DELEGATION OF ADMINISTRATIVE FUNCTIONS.** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-5 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the BPD)**.** Unless otherwise elected below, all Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

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

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

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

☐ The following special rules apply with respect to Multiple Employer Plans: _____

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

11-7 **CLAIMS PROCEDURES.** The Plan Administrator shall establish and maintain reasonable claims procedures as described in Section 11.08 of the BPD. Special rules may be described below.

☐ The following special rules apply with respect to claims procedures under Section 11.08 of the BPD: _____

11-8 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS.**

☐ **Describe:** _____

11-9 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers both into and out of the Plan. Contract exchanges and plan-to-plan transfers may only be made to those Investment Arrangements currently accepting contributions under the Plan.

☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the BPD:

☐ (1) into the Plan.

☐ (2) out of the Plan.

☑ (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the BPD:

☑ (1) into the Plan.

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☑ (2) out of the Plan.

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

11-10 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. (See Section 15.06 of the BPD.)

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

11-11 **PROTECTED BENEFITS.** There are no protected benefits (as defined in Code §411(d)(6)) other than those described in the Plan.

To designate protected benefits other than those described in the Plan, complete this AA §11-11.

☐ (a) **Additional protected benefits.** In addition to the protected benefits described in this Plan, certain other protected benefits are protected from a prior plan document, as described below: _____

☐ (b) **Elimination of distribution options.** Effective ____, the distribution options described in subsection (1) below are eliminated.

☐ (1) **Describe eliminated distribution options:** _____

☐ (2) **Application to existing Account Balances.** The elimination of the distribution options described in subsection (1) applies to:

☐ (i) All benefits under the Plan, including existing Account Balances.

☐ (ii) Only benefits accrued after the effective date of the elimination (as described above).

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APPENDIX A
SPECIAL EFFECTIVE DATES

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

☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

_____

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

_____

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

_____

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

_____

☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:

_____

☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

_____

☐ A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:

_____

☐ A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

_____

☐ A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

_____

☐ A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

_____

☐ A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:

_____

☐ A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

_____

☐ A-13 **Special effective date provisions for merged plans.** If any 403(b) or other plans have been merged into this Plan, the provisions of Section 14.03 of the BPD apply as follows:

_____

☐ A-14 **Other special effective dates:**

_____

☐ A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the Plan and the actual Plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

_____

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APPENDIX B
LOAN POLICY

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

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

☑ (a) Yes

☐ (b) No

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

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B and subject to the terms of any governing Investment Arrangement.

☑ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

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

☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.

☐ (b) A "limited participant", as described under Section 4.01 of the BPD, may not request a loan from the Plan.

☐ (c) An officer or director of the Employer may **not** request a loan from the Plan.

☐ (d) Describe limitations on receiving loans under the Plan: _____

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

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

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

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

☐ (a) A Participant may have ____ loans outstanding at any time, subject to any internal administrative limitations imposed by the Investment Arrangement, the service provider or platform.

☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

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

☐ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is $____.

☐ (c) The maximum loan amount is $____ (no greater than $50,000).

☐ (d) The maximum loan amount is ____% (no greater than 50%) of the Participant's vested Account Balance, except as permitted under B-4 of this Appendix B.

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

☐ (a) The prime interest rate plus ____ percentage point(s).

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

☐ (c) Describe: _____

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

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.08(e)(1) of the BPD.

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

B-9 **APPLICATION OF LOAN LIMITS.** The default loan policy under Sections 13.03 and 13.06 of the BPD provides that a participant's entire Account will be taken into account in applying the loan limitation and adequate security requirement. To override this provision if Participant loans are not available from all contribution types, complete this AA §B-9.

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

B-10 **CURE PERIOD.** The default loan policy under Section 13.10 of the BPD provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

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

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

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

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

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

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

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

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

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

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

B-14 **LOAN RENEGOTIATION.** The default loan policy under Section 13.11(c) of the BPD provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement, and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-

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discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

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

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

B-15 **SOURCE OF LOAN.** The default loan policy under Section 13.09 of the BPD provides that Participant loans may be made from all available contribution types, to the extent vested. To override this provision, complete one of the sections below.

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

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

B-16 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

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

[***Note:*** *Any provision under this AA §B-16 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

B-17 **SPOUSAL CONSENT.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to participant loans. To override this provision as permitted by Section 13.08 of the BPD, complete the applicable election in AA §9-2.

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APPENDIX C
ADMINISTRATIVE ELECTIONS

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

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

☑ (a) No

☐ (b) Yes

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

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

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

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

C-2 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.07 of the BPD (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.07 of the BPD and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

☑ (a) The Employer elects to have the requirements of Section 11.07 of the BPD apply to its Plan.

☐ (b) The requirements of Section 11.07 of the BPD do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: _____

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EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _____

[***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans, pursuant to Rev. Proc. 2021-37.

(1) Effective date of restatement: January 1, 2027

[***Note:*** *Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.*]

(2) Name of plan(s) being restated: Washington Township Healthcare District Employer Matching Contributions Plan

(3) The original effective date of the plan(s) being restated: January 1, 1997

☐ (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans under Rev. Proc. 2021-37). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date(s) of amendment/restatement: _____

[***Note****: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

(2) Name of plan being amended/restated: _____

(3) The original effective date of the plan being amended/restated: _____

(4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

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

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

Address: 2929 Allen Parkway, L-8, Houston, Texas 77019

Telephone number: (888) 478-7020

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

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that such individual has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #12. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Washington Township Health Care District
(Name of Employer)

_____
(Name of authorized representative) *(Title)*

_____
(Signature) *(Date)*

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ADDENDUM A
ALLOCATION OF ADMINISTRATIVE FUNCTIONS

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective January 1, 2027.

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

☑ Administrative functions are specified in a separate service agreement.

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ADDENDUM B
VENDORS OF INVESTMENT ARRANGEMENTS

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective January 1, 2027.

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

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

SECURE 2.0 ACT INTERIM AMENDMENT
ELECTIVE PROVISIONS

These Elective Provisions provide for elections related to the SECURE 2.0 Act Interim Amendment. Application of the SECURE 2.0 Act Interim Amendment and the Elective Provisions may depend on the Investment Arrangement(s) associated with the Plan.

ELECTIVE PROVISIONS RELATING TO EMPLOYER CONTRIBUTIONS

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

☑ (a) A Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.

☐ (b) Effective __ (insert date on or after December 30, 2022), a Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.

☐ (c) Describe special any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Designated Roth Nonelective Contribution: _____

ELECTIVE PROVISIONS RELATING TO SALARY DEFERRALS

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

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

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

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

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

☐ (1) The Plan was established before December 29, 2022.

☐ (2) The Plan is maintained by an Employer that normally employs 10 or fewer Employees.

☐ (3) The Plan is maintained by an Employer that has been in existence for less than 3 years.

☐ (4) The Plan is a governmental plan (within the meaning of Code §414(d).

☐ (5) The Plan is a church plan (within the meaning of Code §414(e).

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

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

☐ (b) **Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**

☐ (1) **Initial automatic (default) Salary Deferral percentage.** ____% of Plan Compensation (percentage must be between 3% and 10%)

☐ (2) **Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral is increased by 1 percentage point until the percentage is ____% of Plan Compensation (must be at least 10%, but may not exceed 15%)

☐ (3) **Special application of automatic increase provisions.** The Employer may describe under this subsection (3) special rules applicable to automatic increase provisions: _____

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

☐ (c) **Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (b) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.

☐ (1) **Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:

☐ (i) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. ***(Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).***

☐ (ii) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.

☐ (iii) Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (b)(1). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.

☐ (iv) Describe: _____

☐ (2) **Expiration of affirmative deferral elections.** Unless this subsection (2) is elected, for purposes of the automatic (default) Salary Deferral provisions of the Plan, a Participant's affirmative Salary Deferral election will not expire. If this subsection (2) is elected, a Participant's affirmative Salary Deferral election will expire:

☐ (i) At the end of each Plan Year.

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

Expiration applies to the following:

☐ (iii) All affirmative Salary Deferral elections.

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

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

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

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

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

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

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

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

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

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

(e) **Permissible withdrawals.**

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

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

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

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

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

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

(a) **Age 50 Catch-Up Contribution elections.** Unless otherwise elected under this §S2-3(a), a Plan that permits Age 50 Catch-Up Contributions added the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63, effective for taxable years beginning on January 1, 2025.

☐ (1) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63 is not permitted under the Plan.

☐ (2) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 – 63 was added to the Plan effective ____ [insert date after January 1, 2025].

☐ (3) The higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 were permitted for taxable years beginning on or after January 1, 2025, but are no longer permitted under the Plan, effective_____ [insert date].

☐ (4) Collectively Bargained Employees who are eligible to make Salary Deferrals under the Plan are not eligible for the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63.

(b) **Age 50 Catch-Up Contributions that are eligible for Matching Contributions.** Unless elected otherwise under this §S2-3(b), a Plan that includes an election to make Age 50 Catch-Up Contributions that are eligible for Matching Contributions (see AA §6B-3) will provide such Matching Contributions on all Age 50 Catch-Up Contributions (including higher Age 50 Catch-Up Contributions) that are permitted under the Plan.

☐ (1) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are not eligible for Matching Contributions.

☐ (2) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Matching Contributions on higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are no longer made to the Plan, effective ____ [insert date after January 1, 2025].

☐ (3) Describe any special rules or provisions, including effective dates, relating to Age 50 Catch-Up Contributions and their eligibility for Matching Contributions: _____

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

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

☐ (1) Age 50 Catch-Up Contributions are removed from the Plan effective _____ [insert date on or after January 1, 2024].

☐ (2) Roth Deferrals are added to the Plan effective ____ [enter a date on or after January 1, 2024].

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

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

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

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

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

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

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☐ (2) The Plan does not provide for a deemed Roth Catch-Up Contribution election. The Participant must make an election to treat Catch-Up Contributions as Roth Catch-Up Contributions. (See SECURE 2.0 Act IA §4.02(d).)

☐ (e) **Aggregation of employers for determining the "employer sponsoring the Plan" for purposes of Code §414(v)(7).** For purposes of Code §414(v)(7) and determining wages from the "employer sponsoring the Plan," the following employers are aggregated, as allowed under Treas. Reg. §1.414(v)-2(b)(4) (e.g., employers using a common paymaster or part of a Related Employer group): _____

[***Note:*** *In lieu of listing aggregated employers above, the Employer may describe such aggregated employers in a separate written administrative procedure*.]

☐ (f) Describe other special rules or provisions, including effective date rules, relating to Age 50 Catch-Up Contributions: ___

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

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

☐ (a) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.

In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan: [Note: The elections below are effective for Plan Years beginning on or after January 1, 2025 or such later date as designated.]

☐ (1) All available Employer Contributions and Matching Contributions, effective ____.

☐ (2) Employer Contributions (including Qualified Nonelective Employer Contributions), effective ____.

☐ (3) Matching Contributions (including Qualified Matching Contributions), effective ____.

☐ (4) Safe Harbor 403(b) Plan Contributions, effective ____.

☐ (5) Describe: _____

☐ (b) **Eligibility Computation Period (ECP).** Unless elected otherwise below, the ECP rules under the Plan apply to LTPT Employees.

☐ (1) The ECP for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.

☐ (2) Describe ECP rules applicable to LTPT Employees: _____

[***Note:*** *Any description under this (2) must be consistent with requirements for ECPs under the Plan*.]

☐ (c) **Entry Date.** Unless elected otherwise below, the Entry Date rules under the Plan apply to LTPT Employees.

☐ (1) The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.

☐ (2) Describe the Entry Date rules applicable to LTPT Employees: _____

[***Note****: Any description under this (2) must be consistent with requirements for Entry Dates under the Plan*.]

(d) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:

☐ (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.

☐ (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.

(e) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make Roth Deferrals under the Plan.

(f) **After-Tax Employee Contributions.** LTPT Employees may make After-Tax Employee Contributions if After-Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (l) **Describe other rules applicable to LTPT Employees.** _____

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

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

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

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

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

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

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

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

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

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elections:

☐ (1) Instead of $2,500 the Plan limits the portion of a Participant's Account attributable to PLESA contributions to $____ [insert amount less than $2,500]

☐ (2) Instead of requiring an affirmative election by a Participant to contribute to the PLESA, the Plan will automatically enroll eligible Participants at a rate of ____% [must be 3% or less]

ELECTIVE PROVISIONS RELATING TO MATCHING CONTRIBUTIONS

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

☑ (a) A Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.

☐ (b) Effective ____ [*insert date on or after December 30, 2022*], a Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.

☐ (c) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Designated Roth Matching Contribution: _____

S2-8. TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS (QSLPs) AS SALARY DEFERRALS FOR PURPOSES OF MATCHING CONTRIBUTIONS. (S2IA §5.02)

☑ (a) The Plan does not treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions.

☐ (b) Effective for Plan Years beginning on or after ____ [*enter a date no earlier than January 1, 2024*], the Plan will treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of the SECURE 2.0 Act.

☐ (c) Describe any special rules relating to the treatment of QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions: _____

S2-9. FEDERAL SAVER'S MATCHING CONTRIBUTION. (S2IA §5.03)

☑ (a) Employer will not accept receipt of the federal saver's matching contribution.

☐ (b) The Employer elects to accept the receipt of the federal saver's matching contribution, effective ____ [*insert date on or after January 1, 2027*].

☐ (c) Describe special rules applicable to the federal saver's matching contribution: _____

ELECTIVE PROVISIONS RELATING TO DISTRIBUTIONS

S2-10. AVAILABILITY OF INVOLUNTARY CASH-OUT DISTRIBUTIONS. (S2IA §6.01)

☐ (a) **No change to Involuntary Cash-Out Distribution related-provisions as elected under the Adoption Agreement and as applicable before January 1, 2024 (i.e., prior to the effective date of §304 of the SECURE 2.0 Act).**

☑ (b) **Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], a Participant who has a Severance from Employment with a vested Account Balance of $7,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under the Plan.

☐ (c) **No Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], the Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan.

☐ (d) **Lower Involuntary Cash-Out Distribution threshold.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:

☐ (1) $1,000

☐ (2) $5,000

☐ (3) $____ (*must be less than $7,000*)

☐ (e) **Application to spousal consent requirements.** Beginning January 1, 2024, or, if later, ____ [insert date after January

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1, 2024], if the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (e) is elected, the elections in subsections (a) - (d) do not apply in determining the dollar threshold for spousal consent under the Plan and instead the spousal consent threshold is $7,000 or such lower amount as selected below:

☐ (1) $1,000

☐ (2) $5,000

☐ (3) $____ (*must be less than $7,000*)

☐ (f) Describe any special rules relating to Involuntary Cash Out Distributions and/or spousal consent requirements: _____

S2-11. AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. (S2IA §§6.02, 6.03, 6.04, 6.05, 6.07) A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this S2-11. If more than one option is selected for a particular contribution type under this S2-11, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this S2-11.

If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under S2-11. Unless otherwise described under S2-11(e), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

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

All Available Sources	Deferral	Match	ER	R/O	AT	SH	
☐	☐	☐	☐	☐	☐	☐	(a) As an Emergency Personal Expense Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].
☑	☐	☐	☐	☐	☐	☐	(b) As a Domestic Abuse Distribution beginning January 1, 2024, or, if later, January 1, 2027____ [insert date after January 1, 2024].
☑	☐	☐	☐	☐	☐	☐	(c) As a Qualified Long-Term Care Distribution beginning December 30, 2025, or, if later, January 1, 2027____ [insert date after December 30, 2025].
☑	☐	☐	☐	☐	☐	☐	(d) As a Terminally Ill Individual Distribution beginning December 30, 2022, or, if later, January 1, 2027____ [insert date after December 30, 2022]. [***Note:*** *Not available with respect to Salary Deferrals or amounts held under a Custodial Account unless legislation amends Code §72(t)(2)(L) to allow a Terminally Ill Individual Distribution as a permissible distribution event under Code §403(b)*.]
☐	☐	☐	☐	☐	☐	☐	(e) Describe: _____

[***Note:*** *Unless designated otherwise under subsection (e), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (e). Any event described in subsection (e) may not violate the permissible distribution events under the Plan.]*

☐ (f) **Special distribution rules for in-service distributions.**

☐ (1) The following are not available to Participants who have had a Severance from Employment:

☐ (i) Emergency Personal Expense Distributions

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☐ (ii) Domestic Abuse Distributions

☐ (iii) Qualified Long-Term Care Distributions

☐ (iv) Terminally Ill Individual Distributions

☐ (2) The following are not available unless the Participant is 100% vested in the source from which the distribution is taken:

☐ (i) Emergency Personal Expense Distributions

☐ (ii) Domestic Abuse Distributions

☐ (iii) Qualified Long-Term Care Distributions

☐ (iv) Terminally Ill Individual Distributions

☐ (3) Unless otherwise elected below, Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts, effective for Plan Years beginning on or after January 1, 2024.

☐ (i) Hardship distributions may NOT include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts.

☐ (ii) Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral, effective ____ [insert date after January 1, 2024].

☐ (4) Unless otherwise elected below, Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor Contribution and QACA Safe Harbor Contribution Accounts (including earnings), effective for Plan Years beginning January 1, 2024.

☐ (i) Hardship distributions may NOT include the following Accounts (including earnings):

☐ (A) QNEC Account

☐ (B) QMAC Account

☐ (C) Traditional Safe Harbor Contribution Accounts

☐ (D) QACA Safe Harbor Contribution Accounts.

☐ (ii) Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor and QACA Safe Harbor Accounts (including earnings), effective ____ [insert date after January 1, 2024].

☐ (5) Describe any special rules relating to Hardship distributions: _____

☐ (6) Other distribution rules: _____

S2-12. PEP FIDUCIARY FOR COLLECTING CONTRIBUTIONS TO THE PEP. (S2IA §8.01)

☐ Instead of the PPP, the fiduciary for collecting contributions to the PEP is: _____

S2-13. SPECIAL PROVISIONS.

If the Employer wishes to provide additional or clarifying provisions to this SECURE 2.0 Act Interim Amendment, the Employer may include such provisions below.

☐ Describe any special rules related to this SECURE 2.0 Act Interim Amendment: _____

APPLICATION OF SECURE 2.0 ACT INTERIM AMENDMENT

Pursuant to Revenue Procedure 2023-37 and Section 14.01(a) of the Plan, this SECURE 2.0 Act Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. If the Employer wishes to override the Provider's (default) elections, the Employer (or the authorized representative of the Employer) must execute this SECURE 2.0 Act Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

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Washington Township Healthcare District Employer Matching Contributions Plan
Name of Plan

Washington Township Health Care District
(Name of Employer)

(Name of Authorized Representative, if applicable) *(Title)*

(Signature) *(Date)*

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ADDENDUM C
Incorporation by reference of Memorandum of Understanding of Collective Bargaining Units

This Addendum C identifies the memorandum of understandings that are incorporated by reference:

1. SEIU-UHW (United Healthcare Workers – West, Service Employees International Union) — MOU term: July 1, 2023 through June 30, 2026;
2. IFPTE Local 20 (Engineers and Scientists of California) -MOU term: February 1, 2024 through January 31, 2027;
3. CNA (California Nurses Association)- MOU term: July 1, 2023 through June 30, 2027;
4. Local 39 (International Union of Operating Engineers, Stationary Engineers) — MOU term: October 1, 2023 through September 30, 2027;
5. Local 856 (Freight Checkers, Clerical Employees and Helpers Union, International Brotherhood of Teamsters) — MOU term: September 1, 2024 through August 31, 2027; and
6. Local 6 (Medical Imaging Technologists Unit, ILWU) — MOU term: January 1, 2026 through December 31, 2028.

This Addendum C may be updated and modified via unilateral administrative action by the Employer's Chief Executive Officer. A modification of the Addendum is not an amendment of the Plan.

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Washington Township Health Care District
GOVERNMENTAL PRE-APPROVED 403(b) PLAN
ADOPTION AGREEMENT #12-001
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Governmental Pre-Approved 403(b) Plan Adoption Agreement (the "Adoption Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Pre-Approved 403(b) Plan Basic Plan Document #12 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.** Unless the context clearly requires otherwise, all capitalized terms used in this Adoption Agreement shall have the same meaning as when used in the BPD.

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

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

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

SECTION 1
EMPLOYER INFORMATION

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

1-1 **EMPLOYER INFORMATION.**

Name: Washington Township Health Care District

Address: 2000 Mowry Avenue

City, State, Zip Code: Fremont, California 94538

Telephone: (510) 745-6592

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN).** 94-6030667

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

☐ (a) Public School (as defined in Section 1.78 of the BPD)

☑ (b) Dual Status §501(c)(3)/Governmental Organization (as defined in Section 1.28 of the BPD)

1-4 **EMPLOYER'S TAX (ACCOUNTING) YEAR END (optional).** The Employer's tax (accounting) year ends December 31

1-5 **RELATED EMPLOYERS (optional).** Is the Employer part of a group of Related Employers (as defined in Section 1.84 of the BPD)?

☐ Yes

☑ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

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

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SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME.** Washington Township Health Care District Tax Deferred Savings Program

Original Effective Date: January 1, 1997

Restatement Effective Date: January 1, 2027

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

2-2 **PLAN NUMBER.** 003

2-3 **TYPE OF PLAN. (Check one of (a)-(c) and, if applicable, (d).)**

☐ (a) Custodial Account under Code §403(b)(7)

☐ (b) Annuity Contract under Code §403(b)(1)

☑ (c) Custodial Account and/or Annuity Contract

☐ (d) The Plan is intended to be a FICA Replacement Plan

[***Note:*** *A Favorable IRS Letter issued in accordance with Rev. Proc. 2021-37 to this Plan does not provide any reliance as to whether an Employer who has adopted this Plan satisfies the requirements under Treas. Reg. §31.3121(b)(7)-2 for the Plan to be treated as a FICA Replacement Plan with respect to any Employee.*]

2-4 **PLAN YEAR.**

☑ (a) Calendar year.

☐ (b) The 12-consecutive month period ending on _____ each year.

☐ (c) The Plan has a Short Plan Year running from ____ to ____.

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

☐ This Plan is a frozen Plan effective _____.

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

2-6 **MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 1.62 of the BPD? (See Section 16.07 of the BPD for special rules applicable to Multiple Employer Plans.)

☐ (a) Yes

☑ (b) No

2-7 **PLAN ADMINISTRATOR.**

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

☐ (b) Name: _____

Address: _____

Telephone: _____

[***Note:*** *To the extent an individual is named in this AA §2-7 and does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.71 of the BPD.)*]

2-8 **DEFINITION OF DISABLED.** Unless otherwise provided under the terms of the applicable Investment Arrangement, an individual is considered Disabled under Section 1.27 of the BPD (option (c) below) unless an alternative definition of Disabled is elected below.

☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be Disabled under such plan.

☑ (b) The individual is determined to be Disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

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☐ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

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

☐ (d) Alternative definition of Disabled: _____

[***Note:** Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the Plan.*]

SECTION 3
ELIGIBLE EMPLOYEES

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

Deferral	Match	ER		
☐	☐	☐	(a)	No exclusions
N/A	☐	☐	(b)	Collectively Bargained Employees (as defined in Section 1.21 of the BPD)
☑	☐	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
☑	☐	☐	(d)	Student Employees (as defined in Section 1.97 of the BPD)
☐	☐	☐	(e)	Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the BPD).
N/A	☐	☐	(f)	Employees who normally work less than ___ hours a week.
☐	☐	☐	(g)	Employees eligible for a governmental Code §457(b) plan sponsored by the Employer that includes salary deferral contributions Specify name of Code §457(b) plan (optional): _____
☐	☐	☐	(h)	Employees eligible for a 401(k) plan sponsored by the Employer Specify name of the 401(k) plan (optional): _____
☐	☐	☐	(i)	Employees eligible for another 403(b) plan sponsored by the Employer that includes salary deferral contributions Specify name of the other 403(b) plan (optional): _____
N/A	☐	☐	(j)	Seasonal Employees
N/A	☐	☐	(k)	Temporary Employees
N/A	☐	☐	(l)	Interns
N/A	☐	☐	(m)	Per diem Employees
N/A	☐	☐	(n)	Other:
N/A	☐	☐	(o)	Other:

[***Note:** With respect to any election to exclude Employees under (e) above, the Employer must satisfy the universal availability requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Adoption Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the*

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Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]

[***Note:*** *If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan with respect to the contribution type(s) identified in this AA §3-1, such Part-Time, Seasonal, or Temporary Employees are not treated as Qualified Participants for FICA Replacement Plan purposes unless any benefit relied upon to meet the minimum benefit requirement under subsection Section 6.04(a) is 100% vested. See Section 6.04(b)(1).*]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

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

[***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

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

Match	**ER**	
☐	☐	(1) There is no minimum service requirement for participation in the Plan.
☐	☐	(2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).
☐	☐	(3) The completion of at least ____ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the BPD for rules regarding the application of this subsection (ii).)

☐	☐	(4) The completion of ___ Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]
☐	☐	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "Part-Time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

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

☐ (A) There is no minimum service requirement for participation in the Plan.

☐ (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (C) Under the Elapsed Time Method as defined in AA §4-3 below.

☐ (D) Describe: _____

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Match	ER	

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

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

☐ (I) ____ hours per week.

☐ (II) ____ hours per month.

☐ (III) ____ hours per year.

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

[***Note:*** *A Part-Time Employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

☐	☐	(6) Two (2) Years of Service.
☐	☐	(7) Under the Elapsed Time Method as defined in AA §4-3 below.
☐	☐	(8) Describe eligibility conditions: _____
☐	☐	(9) Describe eligibility conditions: _____

[***Note:*** *Any described eligibility conditions must satisfy the definitely determinable requirements under Treas. Reg. §1.401-1(b)(1)(i).*]

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

Match	ER	
☐	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	(2) Age 21.
☐	☐	(3) Age ___.

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

[***Note:*** *This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

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

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

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

Match	ER	
☐	☐	(h) **next following** satisfaction of the minimum age and service requirements.

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Match	ER	
☐	☐	(i) **coinciding with or next following** satisfaction of the minimum age and service requirements.
☐	☐	(j) **nearest** the satisfaction of the minimum age and service requirements.
☐	☐	(k) **preceding** the satisfaction of the minimum age and service requirements.
☐	☐	(l) **coinciding with or preceding** the satisfaction of the minimum age and service requirements.

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

Match	ER	
☐	☐	(m) **Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ [***Note:*** *The Employer may describe different Entry Dates for different groups of Employees, provided such Entry Dates are consistent with the permissible elections in this AA §4-2.*]

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

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. However, if the Employee fails to earn a Year of Service in the first or second Eligibility Computation Period, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years beginning in the first or second Eligibility Computation Period, as applicable.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the BPD) and the One-Year Break in Service rule (see Section 2.07(d) of the BPD) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

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

Match	ER	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.
☐	☐	(b) **Eligibility Computation Period.** The Plan will use Anniversary Years for all Eligibility Computation Periods.
☐	☐	(c) **Exclusion Years.** Instead of the Plan Year, the Plan will use Anniversary Years for Exclusion Years for purposes of determining whether Employees normally work fewer than 20 hours per week. (See Section 2.02(b)(4) of the BPD.)
☐	☐	(d) **Elapsed Time Method.** Eligibility service will be determined under the Elapsed Time Method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. ☐ (1) For Match, must complete a _____ period of service ☐ (2) For ER, must complete a ____ period of service [***Note:*** *Under the Elapsed Time Method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.*]

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

☐ (1) All Employees.

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

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

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

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

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

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

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

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

☐ (9) **Describe:** _____

[***Note:*** *Any description under (9) must be definitely determinable with respect to Hours of Service.*]

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

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

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

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

☐ ☐ (h) **Special eligibility provisions:** _____

[***Note:*** *Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan. The Employer may describe different eligibility provisions, including different Eligibility Computation Periods and different service crediting methods, for different groups of Employees, provided such eligibility provisions are consistent with the permissible elections in this AA §4.*]

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution types under the Plan as of such Employee's Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

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

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

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

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

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

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

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

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

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

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

☐ (g) Describe special rules: _____

[***Note:*** *An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g).*]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** This AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

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

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

☐ (1) The Plan will count service with all Employers which have been acquired.

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

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
☐ (i)	_____	☐	☐	☐

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

[***Note:*** *Any special provisions must relate solely to service with a Predecessor Employer.*]

SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.101 of the BPD for a specific definition of the various types of Total Compensation.)

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) "Simplified" Code §415 Compensation

☐ (d) Wages under Code §3401(a)

[***Note:*** *For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.33 of the BPD, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

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5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.101(b) of the BPD. This may be overridden by completing the following elections:

☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation:

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[***Note:*** *Plan Compensation (as defined in Section 1.72 of the BPD) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.*]

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.101(c) of the BPD.

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

Deferral	Match	ER	
☐	☐	☐	(a) No exclusions.
N/A	☐	☐	(b) Elective Deferrals (as defined in Section 1.33 of the BPD), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).
☑	☐	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits.
☐	☐	☐	(d) Compensation above $___.
☐	☐	☐	(e) Amounts received as a bonus.
☐	☐	☐	(f) Amounts received as commissions.
☐	☐	☐	(g) Overtime payments.
☐	☐	☐	(h) Amounts received for services performed for a non-signatory Related Employer. (See Section 2.02(c) of the BPD.)
☐	☐	☐	(i) "Deemed §125 compensation" as defined in Section 1.101(d) of the BPD.
☐	☐	☐	(j) Amounts received after Severance from Employment. (See Section 1.101(b) of the BPD.)
☐	☐	☐	(k) Differential Pay (as defined in Section 1.101(e) of the BPD).
☐	☐	☐	(l) Leave of absence pay.
☑	☐	☐	(m) Describe adjustments to Plan Compensation: Payment for unused accrued bona fide sick leave.

[***Note:*** *Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.*]

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

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

Deferral	Match	ER	
☑	☐	☐	(1) The Plan Year.
☐	☐	☐	(2) The calendar year ending in the Plan Year.
☐	☐	☐	(3) The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4) The 12-month period ending on _____ which ends during the Plan Year.

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

To count compensation for the entire Plan Year for a particular contribution type, including compensation paid while an individual is not a Participant with respect to such contribution type, check below. (See Section 1.72 of the BPD.)

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

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

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

SECTION 6
EMPLOYER CONTRIBUTIONS

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

☐ Yes

☑ No [*If No, skip to AA §6A.*]

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

[***Note:*** *As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.*]

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

☐ (b) **Fixed contribution.**

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

☐ (2) $____ for each Participant.

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

☐ (1) Describe: _____

☐ (2) See Addendum.

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

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

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

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

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

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

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: _____

[***Note****: Any described period must satisfy the definitely determinable requirements under Treas. Reg. §1.401-1(b)(1)(i).*]

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

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

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

Years of Service	Contribution %
☐ (1) From ___ and up through ___	___%
☐ (2) From ___ and up through ___	___%
☐ (3) From ___ and up through ___	___%
☐ (4) From ___ and up through ___	___%
☐ (5) From ___ and up through ___	___%
☐ (6) From ___ and up through ___	___%
☐ (7) From ___ and above	___%

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

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

☐ (f) **Describe special rules for determining contributions under the Plan:** _____

[***Note:*** *The Employer may describe special rules for determining contributions under the Plan consistent with the elections under (a) – (e) above and/or a combination thereof.*]

6-3 **ALLOCATION FORMULA.**

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

☐ (1) as a uniform percentage of Plan Compensation.

☐ (2) as a uniform dollar amount.

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

☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the BPD), using the Taxable Wage Base (as defined in Section 1.98 of the BPD) as the Integration Level.

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

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

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

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

☐ (ii) $_____ (not to exceed the Taxable Wage Base)

☐ (iii) 20% of the Taxable Wage Base

[***Note:*** *See Section 3.02(a)(1)(ii)(D) of the BPD for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

☐ (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[***Note:*** *Any special rules must relate solely to applying the permitted disparity formula.*]

☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

☐ (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).

☐ (2) ____ point(s) for each $____ (not to exceed $200) of Plan Compensation.

☐ (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:

☐ (i) In the same manner as determined for eligibility.

☐ (ii) In the same manner as determined for vesting.

☐ (iii) Points will not be provided with respect to Years of Service in excess of ____.

☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Vendor or Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).

☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.

☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Description of allocation groups

☐ **Group 1:** _____

[***Note****: Each group must be definitely determinable.*]

☐ (3) **Special rules.** The following special rules apply to the Employee group allocation formula.

☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.

☐ (A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group. However, if the Period for determining Employer Contributions under AA §6-4(a) is not the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the applicable period.

☐ (B) **Describe:** _____

[***Note:*** *Any language under this subsection (B) must be definitely determinable.*]

☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation.

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For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the BPD).

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

☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ___% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.

☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____

☐ (3) **Describe special rules applicable to age-based allocation:** _____

[***Note:*** *See Appendix A of the BPD for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.

☐ (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.

☐ (i) **Describe special rules for determining allocation formula:** _____

[***Note:*** *The Employer may describe special rules for determining allocation formula under the Plan consistent with the elections under (a) – (h) above and/or a combination thereof.*]

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

☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation paid during the following period: [*The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.*]

☐ (1) Plan Year quarter

☐ (2) calendar month

☐ (3) payroll period

☐ (4) Other period more frequent than Plan Year: _____

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

☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.

☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*].

☐ (2) In applying the offset under this subsection (c), the following rules apply: _____

☐ (d) **Other special rules relating to Employer Contributions:** _____

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

(a) **Contributions for former Employees.** If this subsection (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee for the period through the end of the Taxable Year of the Employee in

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which such Employee ceases to be an Employee and through the end of each of the next five Taxable Years (as provided in Section 3.01(c) of the BPD), as described below:

☐ (1) A separate discretionary Employer Contribution may be made to each former Employee (i.e., each former Employee is in such former Employee's own allocation group).

☐ (2) The Employer will allocate ____% of the former Employee's deemed Total Compensation for the period through the end of the taxable year in which the former Employee has a Severance from Employment and the next ____ taxable years (not to exceed 5).

☐ (3) Describe the contribution/allocation formula that applies to former Employees: _____

[***Note:*** *The Employer must describe the contribution/allocation rules in a definitely determinable manner consistent with the contribution and allocation elections available under AA §6-2 and 6-3 and/or a combination thereof.*]

☐ (b) **Contributions of accrued unpaid sick, PTO and/or vacation leave.** (Complete all that apply.)

☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____

☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____

☐ (3) The Employer will make Employer Contributions of amounts of accrued unpaid PTO leave, as described below: _____

[***Note:*** *The Employer must describe an Employer Contribution of accrued unpaid sick, PTO and/or vacation leave that meets the following requirements:*

- *The leave converted under the arrangement can only be accrued unpaid leave;*
- *The leave converted can only be sick, PTO and/or vacation leave;*
- *The Employer must designate how often the conversions occur under this AA §6-5;*
- *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
- *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
- *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
- *The leave conversion formula is definitely determinable.*]

[***Note:*** *As an alternative to describing the Employer Contribution of accrued unpaid sick, PTO and/or vacation leave above, the Employer may attach an addendum which incorporates by reference the currently applicable accrued sick, PTO and/or vacation leave policy. The addendum does not need to include the actual accrued sick, PTO and/or vacation leave policy, but must be sufficiently descriptive to identify incorporated documents.*]

6-6 **MANDATORY CONTRIBUTIONS.** See AA §6C-3 for elections relating to Mandatory Contributions.

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

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

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

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

☐ (1) ____ Hours of Service during the Plan Year.

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

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

☐ (A)	Monthly	☐ (B)	Weekly
☐ (C)	Daily	☐ (D)	Semi-monthly
☐ (E)	Hours worked	☐ (F)	Regular time hours

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

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☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)

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

☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other period more frequent than Plan Year: _____

☐ (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

☐ (e) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6-7.

☐ (ii) a minimum service condition designated under this AA §6-7.

☐ (iii) a Discretionary Employer Contribution.

☐ (iv) a Fixed Employer Contribution.

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

☐ (1) All Employees.

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

☐ (g) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.

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☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

SECTION 6A
SALARY DEFERRALS

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

☑ Yes

☐ No [*If "No" is checked, skip to Section 6B.*]

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

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

☑ (1) 80 % of Plan Compensation

☐ (2) $____.

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

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

☐ (3) Plan Year.

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

☑ (5) each separate payroll period during which the individual is eligible to participate.

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

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

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

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

☐ (c) Describe any other Plan limitations on Salary Deferrals: _____

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

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

☐ (b) $____ for a payroll period.

☐ (c) Describe: _____

[***Note:*** *If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3. If AA §2-3(d) is checked, and the Plan is intended to be a FICA Replacement Plan but does not permit Employer Contributions (AA §6-1 is "No") or Matching Contributions (AA §6B-1 is "No"), the minimum deferral rate must be at least 7.5%. See BPD Section 6.04(a)(3).*]

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

☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.

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

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

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

☑ (1) Roth Deferrals are permitted under the Plan.

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

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

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.09(b) of the BPD for default distribution rules if a Participant fails to designate the appropriate Account(s) for distribution purposes.)

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

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

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

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

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

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

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** In-Plan Roth Conversions are not permitted unless Roth Deferrals are permitted in subsection (a) above, and then are permitted only if elections in this subsection (c) are completed.

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

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

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

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

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

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

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

☐ (i) Pre-tax Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) After-Tax Employee Contributions

☐ (v) Rollover Contributions

☐ (vi) Mandatory Contributions

☐ (vii) Describe: _____

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

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

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

[***Note:*** *If an In-Plan Roth Conversion is permitted from partially-vested types, special rules apply for determining the vested percentage of such amounts after conversion. See the rules under Section 7.08 of the BPD.*]

☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than $___.

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

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

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

☐ (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____

☐ (vi) Describe: _____

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

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

☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.08 of the BPD.

[***Note:*** *If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.08 of the BPD.*]

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

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

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(6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.

☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.

☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.

☐ (iii) Describe distribution options: _____

☐ (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS.** _____

[***Note:*** *Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.*]

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

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

(a) If elected under this subsection (a), a Participant's affirmative Salary Deferral election will increase each Plan Year as follows: (See Section 3.03(c) of the BPD.)

☐ (1) ___%, up to a maximum of ___%.

A Participant's affirmative Salary Deferral election will expire and the automatic increase will occur:

☐ (2) Annually, on _____ [*indicate date*]

☐ (3) Describe: _____ [*indicate date/frequency, other than annual*]

☐ (b) Automatic increase and expiration provisions will apply to:

☐ (1) All Participants with an affirmative Salary Deferral election.

☐ (2) Only Participants with an affirmative Salary Deferral election that is less than or equal to ___%

☐ (3) Only Participants with an affirmative Salary Deferral election that is at least ___%

☐ (4) Describe: _____ [*must not discriminate in favor of Highly Compensated Employees]*

(c) The automatic increase will be allocated under the Plan's administrative procedures unless otherwise indicated below:

☐ Describe: _____ [*indicate manner in which the automatic increase will be allocated to the Participant's account*.]

(d) **Application of automatic increase.** Unless designated otherwise under this subsection (d), if an automatic increase is selected under this AA §6A-6, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)

☐ (1) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the first Plan Year following the date salary deferrals begin.

☐ (2) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the ___ Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant.

☐ (3) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) which is at least 6 months (or 180 days) after the Participant first has salary deferrals withheld.

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☐ (4) **Effective date.** The automatic increase described under subsection (a) is generally effective as of the first day of the Plan Year. If this subsection (4) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (i) The anniversary of the Participant's date of hire.

☐ (ii) The anniversary of the Participant's first salary deferral contribution.

☐ (iii) The first day of each calendar year.

☐ (iv) The anniversary of the Participant's Entry Date.

☐ (v) Other date: _____

[***Note**: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.*]

☐ (e) **Expiration of affirmative deferral elections.** A Participant's affirmative deferral election will expire:

☐ (1) at the end of each Plan Year.

☐ (2) Describe date that the affirmative election will expire: _____

[***Note**: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.*]

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.

☐ Alternatively**,** if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will NOT be subject to any automatic increase.

☐ (f) **Describe special rules** applicable to the automatic increase and expiration of affirmative Salary Deferral election: ____

[***Note:** Any special rules under this subsection (f) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.*]

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

(a) **Change or revocation of deferral election.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

(b) **Salary deferral elections of rehired Participants.** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

☐ **Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[***Note**: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures*.]

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6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the BPD, unless provided otherwise under this AA §6A-8. [***Note:*** *A governmental Employer's election to include automatic deferral provisions may be subject to State and local anti-garnishment and other applicable State and local laws and regulations.*]

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

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

☐ (2) **Automatic Contribution Arrangement other than an EACA.** Check this subsection (2) if the Employer intends for the Plan to be an Automatic Contribution Arrangement other than an EACA.

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

☐ (1) **Effective date of Automatic Contribution Arrangement or EACA.** The automatic deferral provisions under this AA §6A-8 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) _____ [*insert date no earlier than the Effective Date of this Plan*].

☐ (iii) As set forth under a prior Plan document. [***Note:*** *If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (iv) If the Employer is amending the provisions applicable to the ACA or EACA, the amended provisions are effective as of _____ [*insert date*].

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

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

☐ (i) **Automatic deferral amount.**

☐ (A) ____% of Plan Compensation

☐ (B) $____

☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

☐ (A) ____% of Plan Compensation

☐ (B) $_____

☐ (C) If this subsection (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

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

☐ (D) ____% of Plan Compensation

☐ (E) $_____

☐ (iii) **Special application of automatic increase provisions.** The Employer may describe under this subsection (iii) special rules applicable to automatic increase provisions: _____

[***Note:*** *Any special application of the automatic increase provisions must be definitely determinable.*]

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(3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants (i.e., Participants who enter the Plan after the automatic deferral provisions are effective) and current Participants (i.e., Participants who were eligible to participate in the Plan at the time the automatic deferral provisions are effective) as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Reduction Agreement (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

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

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

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

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (3)(i) are subject to the automatic deferral provisions. [***Note:*** *See Section 3.03(c)(2)(i) of the BPD for the application of this subsection (C) under an EACA.*]

☐ (D) No change for current Participants. Prior automatic deferral provisions will continue to apply.

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

☐ (F) Describe: _____

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

☐ (A) at the end of each Plan Year.

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

[***Note****: The date must be definite.*]

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

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

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

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [***Note:*** *This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.

☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.

☐ (iv) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (A) The anniversary of the Participant's date of hire.

☐ (B) The anniversary of the Participant's first automatic deferral contribution.

☐ (C) The first day of each calendar year.

☐ (D) The anniversary of the Participant's Entry Date.

☐ (E) Other date: _____

☐ (v) **Special rules:** _____

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

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

☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (ii) **Administrative procedure.** The treatment of re-hired employees will be governed by separate administrative procedure.

☐ (iii) **Describe special rules applicable to rehired employees:** _____

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

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

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

☐ The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.

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☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (c) are not available.

☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than _____ [*may not be less than 30 nor more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (d) **Other automatic deferral provisions:** _____

[***Note:*** *Any language added under this subsection (d) must be definitely determinable. Under this subsection (d), the Employer may describe the automatic deferral provisions from the elections available in Section 6A and/or a combination thereof.*]

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

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:

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

☐ (2) _____ (insert date).

☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection (b).*]

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

_____

[***Note:*** *Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii). Under this AA §6A-10, the Employer may only describe special rules which are consistent with the available elections under AA §6A.*]

SECTION 6B
MATCHING CONTRIBUTIONS

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

☐ **Yes.**

☑ **No.** [*Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.*]

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

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

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as:

☐ (1) A uniform percentage of Eligible Contributions for each period designated in AA §6B-5 below.

☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ____ % of Plan Compensation for such period.

☐ (2) A flat dollar amount for each period designated in AA §6B-5 below.

☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:

☐ (A) ____ % of Plan Compensation for such period.

☐ (B) $____ for such period.

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☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) ___% of Eligible Contributions made for each period designated in AA §6B-5 below.

☐ To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least ___% of Plan Compensation for such period.

☐ (2) $___ for each period designated in AA §6B-5 below.

☐ (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:

☐ (A) ___% of Plan Compensation for such period.

☐ (B) $___ for such period.

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

☐ (1) Describe: _____

☐ (2) See Addendum.

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

☐ (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.

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

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up through ___% of Plan Compensation	___%	☐

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

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up through $___	___%	☐
☐ (ii) Over $___	___%	☐

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

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

Years of Service	Fixed Match	Discretionary Match
☐ (1) From ___ and up through ___	___%	☐
☐ (2) From ___ and up through ___	___%	☐
☐ (3) From ___ and up through ___	___%	☐
☐ (4) From ___ and up through ___	___%	☐
☐ (5) From ___ and above	___%	☐
☐ (6) Describe any limits on the Years of Service match: _____		

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

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☐ (f) **Different Employee groups.** The Employer may make a separate Matching Contribution to the Participants in the following allocation groups. The Employer must designate in writing the amount of the contribution to be allocated to each allocation group. The allocation groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).

☐ (1) A separate discretionary Matching Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).

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

☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Description of allocation groups

☐ **Group 1:** _____

[***Note:*** *The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]

☐ (g) **Describe special rules for determining allocation formula:** _____

[***Note:*** *Any special rules must relate solely to determining the allocation formula and must be consistent with the available elections under this AA §6B-2.*]

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

☐ (a) **Matching Contributions.** Only the following contribution types are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Deferrals

☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[***Note:*** *See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____

☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[***Note:*** *This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.*]

(c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.

☐ The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.

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☐ (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[***Note:*** *If contribution types are limited for only certain Matching Contributions, those limitations may be described under this subsection (d). Any special rule under this subsection (d) must be consistent with the available elections under this AA §6B-3.*]

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

☐ (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:

☐ (1) ____% of Plan Compensation.

☐ (2) $____.

☐ (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[***Note:*** *If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

☐ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☐ (1) ____% of Plan Compensation.

☐ (2) $____.

☐ (3) Other limits on Matching Contributions: _____ *(not greater than 100% of Plan Compensation.)*

☐ The limit on Matching Contributions will be based on Plan Year, even if the period for determining Matching Contributions under AA §6B-5 is more frequent.

☐ (4) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

☐ (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):

☐ (1) Any limit on the amount of Eligible Contributions does not apply to:

- ☐ (i) Discretionary match
- ☐ (ii) Fixed match
- ☐ (iii) Tiered match
- ☐ (iv) Year of Service match
- ☐ (v) Employee group match

☐ (2) Any limit on Matching Contributions does not apply to:

- ☐ (i) Discretionary match
- ☐ (ii) Fixed match
- ☐ (iii) Tiered match
- ☐ (iv) Year of Service match
- ☐ (v) Employee group match

☐ (d) **Special limits applicable to Matching Contributions:** _____

[***Note:*** *Any description under subsection (d) must be consistent with the available elections under this AA §6B-4.*]

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

☐ (a) payroll period

☐ (b) Plan Year quarter

☐ (c) calendar month

☐ (d) Other period more frequent than Plan Year: _____

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

[***Note:*** *In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent such Participant does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the BPD.)*]

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

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

[***Note:*** *See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.*]

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

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

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

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

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

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

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

☐ (1) _____ Hours of Service during the Plan Year.

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

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

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (E) Hours worked ☐ (F) Regular time hours

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for the application of allocation conditions on the basis of designated periods.)

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

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☐ (i) Plan Year quarter

☐ (ii) calendar month

☐ (iii) payroll period

☐ (iv) Other period more frequent than Plan Year: _____

[***Note:*** *Any description under subsection (iv) must be for a period less than a Plan Year.*]

☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:

☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.

☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.

☐ (iii) Describe any special rules: _____

[***Note:*** *Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]

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

☐ (1) All Employees.

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

☐ (f) **Elapsed Time Method**. For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method.

☐ (g) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

☐ (i) dies.

☐ (ii) has a Severance from Employment due to becoming Disabled.

☐ (iii) becomes Disabled.

☐ (iv) has a Severance from Employment after attaining Normal Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (v) has a Severance from Employment after attaining Early Retirement Age.

☐ If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.

☐ (vi) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).

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☐ (3) The exceptions selected under subsection (1) do not apply to:

☐ (i) an employment condition designated under this AA §6B-7.

☐ (ii) a minimum service condition designated under this AA §6B-7.

☐ (iii) the following Matching Contributions:

☐ (A) Discretionary match

☐ (B) Fixed match

☐ (C) Tiered match

☐ (D) Year of Service match

☐ (E) Employee group match

☐ (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

[***Note:*** *Any special rule must relate solely to the allocation conditions and must be consistent with the available elections under AA §6B-7.*]

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

[***Note:*** *Any special rules must relate solely to Matching Contributions and must be consistent with the available elections under AA §6B.*]

SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions or be required to make Mandatory Contributions under the Plan, unless elected under this AA §6C:

☐ (a) Participants may make After-Tax Employee Contributions to the Plan.

☐ (b) Participants must make Mandatory Contributions to the Plan.

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

☐ (a) **Eligibility for After-Tax Employee Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: _____

[***Note:*** *Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.*]

☐ (b) **Limits on After-Tax Employee Contributions.** If this subsection (b) is checked, the following limits apply to After-Tax Employee Contributions:

☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) ____% of Plan Compensation

☐ (ii) $____

for the following period:

☐ (iii) the entire Plan Year.

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

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

☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

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☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection (c), After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.

☐ (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:

☐ (i) All Matching Contributions elected under AA §6B.

☐ (ii) All Matching Contributions elected under AA §6B-2, except for the following Matching Contributions: _____

☐ (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

☐ (iii) A discretionary amount determined by the Employer.

(d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an After-Tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an After-Tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an After-Tax election (on a prospective basis) at any time.

☐ (e) **Describe special rules applicable to After-Tax Employee Contributions:** _____

[***Note:*** *Any special rules must satisfy the requirements of Code §403(b).*]

6C-3 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.59 of the BPD) to the Plan equal to the amount specified under this AA §6C-3. Any amounts contributed pursuant to this AA §6C-3 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

☐ (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:

☐ (1) ____ % of Plan Compensation.

☐ (2) $____ per pay period.

☐ (3) Any amount from ____ % to ____ % of Plan Compensation, as designated by the Participant.

☐ (4) The amount designated under an applicable collective bargaining agreement, employment contract or other arrangement with the Employee.

☐ (5) Describe amount: _____

[***Note:*** *Amount may not exceed 100% of Plan Compensation.]*

☐ (b) Special rules applicable to Mandatory Contribution: _____

[***Note:*** *Special rules may describe special eligibility requirements and the definitely determinable amounts*.]

SECTION 7
RETIREMENT AGES

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

☑ (a) Age 65 (not to exceed 65).

☐ (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of the Employee's:

☐ (1) Participation commencement date.

☐ (2) Employment date.

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☐ (c) Describe Normal Retirement Age: _____

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

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

☐ (1) Attainment of age ____.

☐ (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or

☐ (3) The completion of ____ Years of Service, determined as follows:

☐ (i) Same as for eligibility.

☐ (ii) Same as for vesting.

☐ (b) Describe Early Retirement Age: _____

SECTION 8
VESTING AND FORFEITURES

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

☐ Yes

☑ No [*If "No" is checked, skip to Section 9.*]

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

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the BPD for a description of the various vesting schedules under this AA §8-2.) If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan, any vesting schedule selected must satisfy the rules under Section 6.04(b)(1) of the BPD.

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

ER	**Match**	
☐	☐	(1) Full and immediate vesting
☐	☐	(2) 3-year cliff vesting schedule
☐	☐	(3) 5-year graded vesting schedule
☐	☐	(4) 6-year graded vesting schedule
☐	☐	(5) Modified vesting schedule

____% immediately on Plan participation
____% after 1 Year of Service
____% after 2 Years of Service
____% after 3 Years of Service
____% after 4 Years of Service
____% after 5 Years of Service
____% after 6 Years of Service
____% after 7 Years of Service
____% after 8 Years of Service
____% after 9 Years of Service
____% after 10 Years of Service

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ER **Match**

☐ (6) Describe additional modifications to vesting schedule applicable to Employer Contributions:

☐ (7) Describe additional modifications to vesting schedule applicable to Matching Contributions:

[***Note:*** *As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:*

(1) ***15-year cliff vesting schedule.*** *The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.*

(2) ***20-year graded vesting schedule****. The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.*

(3) ***20-year cliff vesting for qualified public safety employees.*** *Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10(B)).*

If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]

☐ (b) **Special provisions applicable to vesting schedule:** _____

[***Note:*** *Any special provision must satisfy the pre-ERISA Code vesting requirement.*]

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

☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.

☐ (b) Service completed before the Employee's ____ (not to exceed 18th) birthday is excluded.

☐ (c) Describe special rules for vesting service: _____

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

☐ (a) dies.

☐ (b) has a Severance from Employment due to becoming Disabled.

☐ (c) becomes Disabled.

☐ (d) reaches Early Retirement Age.

☐ (e) Not applicable. No increase in vesting applies.

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

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

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

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ER	Match	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
☐	☐	(b) **Vesting Computation Period.** Instead of the Plan Year:

☐ (1) The Plan will use Anniversary Years for all Vesting Computation Periods.

☐ (2) Describe: _____

[***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]

☐	☐	(c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period provided in Section 7.04 of the BPD.
☐	☐	(d) **Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to:

☐ (1) All Employees.

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

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

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

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

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

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

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

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

☐ (9) **Describe:** _____

[***Note:*** *Any description under (9) must be definitely determinable with respect to Hours of Service.*]

☐	☐	(e) **Nonvested Participant Break in Service rule applies.** Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the BPD.)

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

☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 7.07(b) of the BPD) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service.

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

☐	☐	(g) **Special rules:** _____

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8-6 **ALLOCATION OF FORFEITURES.**

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

ER	**Match**	
☐	☐	(a) N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-6.*]
☐	☐	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c) Used to reduce Employer Contributions and/or Matching Contributions.

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

☐	☐	(d) for the Plan Year in which the forfeiture occurs.
☐	☐	(e) within 12 months following the Plan Year in which the forfeiture occurs.
☐	☐	(f) for the Plan Year in which the forfeiture occurs or the following 12 months.

Forfeitures used for Plan expenses:

☐	☐	(g) Forfeitures will be used to pay Plan expenses prior to applying forfeitures under subsection (b) or (c).
☐	☐	(h) Forfeitures will be used to pay Plan expenses if any forfeitures remain after applying forfeitures under subsection (b) or (c).
☐	☐	(i) Forfeitures will **not** be used to pay Plan expenses.

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

☐	☐	(j) Forfeitures are not subject to any allocation conditions.
☐	☐	(k) Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(l) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

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

☐ ☐ (m) Describe: _____

[***Note:*** *Any language added under this subsection (m) must relate solely to the treatment of forfeitures.*]

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS AND FORFEITURES.**

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

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

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

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the BPD) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules, complete this AA §8-7(b).

☐ (1) A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 7.09(a)(1)(iv) of the BPD).

☐ (2) A forfeiture will occur immediately upon Severance from Employment.

(c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-7(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

☐ If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 7.09(a)(2) do not apply.

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

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

☐ The Plan will forfeit benefits (including vested benefits) upon the death of a Participant. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

SECTION 9
DISTRIBUTION PROVISIONS – SEVERANCE FROM EMPLOYMENT

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

Lump sum distribution. A Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum upon Severance from Employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon Severance from Employment.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

☑ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☑ (b) **Partial lump sum**. A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

☐ Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than $_____

☑ (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.01 of the BPD.

☐ (d) **Installment distributions for RMD purposes only.**

☐ (e) **Partial lump sum for RMD purposes only**.

☐ (f) **Describe distribution options:** _____

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

9-2 **SPOUSAL CONSENT.** Except as provided by State law, spousal consent is not required for a Participant to receive a distribution, to name or change an alternate Beneficiary, or to obtain a Participant loan, unless designated otherwise under this AA §9-2. See Section 9.02 of the BPD for rules regarding spousal consent under the Plan.

Choose all that apply:

☐ (a) **Distribution consent.**

☐ (1) A Participant's Spouse must consent to any distribution to which a Participant must consent, as elected under AA §9-6(a).

☐ (2) A Participant's Spouse must consent to a distribution if the Participant's vested Account Balance exceeds:

☐ (i) $1,000

☐ (ii) $5,000

☐ (iii) $_____ (may insert any dollar amount)

☐ (b) **Consent to Alternate Beneficiary/Alternate Beneficiary Changes.** A Participant's Spouse must consent to naming someone other than the Spouse as Beneficiary (or to change an alternate Beneficiary to which a spouse has previously consented) under the Plan.

(c) **Consent to Participant Loans**. The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to Participant loans. If Participant's Spouse must consent to a Participant loan, please complete this election, below:

☐ Spousal consent is required for Participant loans.

☐ (d) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.

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☐ (e) **Describe** any special rules affecting spousal consent: _____

[***Note:*** *Any special rules under subsection (e) must be definitely determinable. The availability of distributions is subject to the terms of the Investment Arrangement, as well as any applicable spousal consent requirements.*]

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

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

☑ (1) the date the Participant has a Severance from Employment.

☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.

☐ (3) the first Valuation Date following the Participant's Severance from Employment.

☐ (4) the completion of ____ Breaks in Service.

☐ (5) the end of the calendar quarter following the date the Participant has a Severance from Employment.

☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (7) Describe: _____

[***Note:*** *Employer may elect an amount other than $5,000 for the Involuntary Cash-Out Distribution threshold* under *AA §9-6(a)*.]

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

☑ (1) the date the Participant has a Severance from Employment.

☐ (2) the last day of the Plan Year during which the Participant has a Severance from Employment.

☐ (3) the first Valuation Date following the Participant's Severance from Employment.

☐ (4) the end of the calendar quarter following the date the Participant has a Severance from Employment.

☐ (5) Describe: _____

[***Note:*** *Employer may elect an amount other than $5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a)*.]

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

☐ (a) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant has a Severance from Employment on account of becoming Disabled.

☐ (b) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.

☐ (c) **Describe:** _____

[***Note:*** *Any distribution event described in subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Under Section 8.07(c) of the BPD and subject to the terms of the Investment Arrangement, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.07(c) of the BPD are modified as follows:

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☐ (1) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes.**

☐ (2) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's estate.

☐ (3) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes; (2)** if there are no children, then to the Participant's surviving parents, per capita; and (3) if there are no surviving parents, to the Participant's estate.

☐ (4) Describe other modifications to the default beneficiaries under Section 8.07(c)(3) of the BPD: _____

[***Note**: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit, subject to any applicable State law*.]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b) or as otherwise provided in a QDRO.

☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the death distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless otherwise provided by State law or the terms of the Investment Arrangement or unless elected otherwise under this subsection (c), if a Participant designates such Participant's Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.07(c)(6) of the BPD.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[***Note:** Section 8.07(c)(6) of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.07(c)(6) of the BPD.*]

9-6 **SPECIAL RULES.**

(a) **Availability of Involuntary Cash-Out Distributions.** A Participant who has a Severance from Employment with a vested Account Balance of $5,000 (or other amount as elected in this Adoption Agreement) or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.05 of the BPD.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following Participants who have had a Severance from Employment:

☐ (1) **No consent required for distributions.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution, regardless of value of such Participant's vested Account Balance. No Participant consent is required.

☐ (2) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(b) of the BPD for special rules upon Plan termination.)

☐ (3) **Different Involuntary Cash-Out Distribution threshold.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:

☐ (i) $1,000

☐ (ii) $____ (*may insert any dollar amount*)

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

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whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold, check below.

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

(b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.05 of the BPD do not apply to any Involuntary Cash-Out Distribution equal to or less than $1,000 (to the extent available under the Plan) and do not apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

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

☑ (1) The Automatic Rollover provisions under Section 8.05 of the BPD apply to all Involuntary Cash-Out Distributions (including those equal to or less than $1,000).

☐ (2) The Automatic Rollover provisions under Section 8.05 of the BPD do not apply to Involuntary Cash-Out Distributions equal to or less than $_____ (must be between $0 and $1,000).

☐ (3) The Automatic Rollover provisions under Section 8.05 of the BPD apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

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

(c) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.03 of the BPD apply for distributions occurring prior to attainment of the Participant's required beginning date as defined in Code §401(a)(9).

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

☐ Subject to the spousal consent requirements under Section 9.02 of the BPD, a distribution from the Plan may be made to a Participant *who has a Severance from Employment* without the Participant's consent, regardless of the value of such Participant's vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

(d) **In-kind distributions.** Section 8.09(c) of the BPD allows the Plan Administrator to authorize an in-kind distribution of property to the extent the Plan holds such property.

To modify this default rule, check below.

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

(e) **Modification of Severance from Employment definition.** The Employer modifies the definition of Severance from Employment, as defined in Section 1.92 of the BPD, as follows:

☐ (1) Severance from Employment does not occur if an Employee continues to be employed by any Related Employer, regardless of whether the Related Employer is an Eligible Employer or the Employee is employed in a capacity that is not employment with an Eligible Employer.

☐ (2) Describe modification of the definition of Severance from Employment: ____

[***Note****: Any modification of the definition of Severance from Employment may be no more expansive than allowed under Treas. Reg. §1.403(b)-2(b)(19)*.]

SECTION 10
IN-SERVICE DISTRIBUTIONS

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

Deferral	Match	ER	
☐	☐	☐	(a) No in-service distributions are permitted.
☑	☐	☐	(b) Attainment of age 59½.
☐	☐	☐	(c) Attainment of age ____. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]

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Deferral	Match	ER	
☑	☐	☐	(d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*] Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☐	☐	☐	(e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*] (1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. ☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____
☐	☐	☐	(f) Attainment of Normal Retirement Age. [*If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☐	☐	☐	(g) Attainment of Early Retirement Age. [*If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.*]
☑	☐	☐	(h) Upon a Participant becoming Disabled. [*The definition of disability may be different depending on the contribution type, as elected in AA§2-8.*]
☑	**N/A**	**N/A**	(i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.
N/A	☐	☐	(j) Completion of ____ Years of Service or ____months of service. [*Not applicable with respect to amounts held in a Custodial Account.*]
☐	☐	☐	(k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)
☐	☐	☐	(l) Upon a deemed Severance from Employment as described in Section 8.02(b)(4) of the BPD when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.
☐	☐	☐	(m) Upon attainment of age ____ and ____ years of participation. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.*]

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Deferral	Match	ER	
N/A	☐	☐	(n) The amounts being withdrawn have been held in the Plan for at least two years. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account*.]
☐	☐	☐	(o) Describe: _____

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

10-2 **APPLICATION TO OTHER CONTRIBUTION TYPES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time.

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

Rollover	After-Tax	
☐	☐	(a) No in-service distributions are permitted.
☐	☐	(b) Attainment of age 59½.
☐	☐	(c) Attainment of age ____.
☐	☐	(d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☐	☐	(e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. (1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution. ☐ Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. ☐ (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____
☐	☐	(f) Attainment of Normal Retirement Age.
☐	☐	(g) Attainment of Early Retirement Age.
☐	☐	(h) Upon a Participant becoming Disabled.
☐	☐	(i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.
☐	☐	(j) Completion of ____ Years of Service or ____ months of service.
☐	☐	(k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)

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Rollover	After-Tax		
☐	☐	(l)	Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.
☐	☐	(m)	Upon attainment of age ____ and ____ years of participation. [*If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.*]
N/A	☐	(n)	The amounts being withdrawn have been held in the Plan for at least two years. [*Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account*.]
☐	☐	(o)	Describe: _____ [***Note**: Any event described in subsection (o) may not violate the permissible distribution events under the Plan.*]

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

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken. [*Select (1) or (2) below, if applicable. If (1) or (2) is not elected, the 100% vested requirement applies to all in-service distributions.*]

☐ (1) The 100% vested requirement only applies to Hardship distributions. [*If not elected, the 100% vested requirement applies to all in-service distributions.*]

☐ (2) The 100% vested requirement applies to all in-service distributions other than Hardship distributions.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☑ (c) A Participant may not take an in-service distribution of less than $1,000.

☐ (d) A Participant may not take an in-service distribution of more than $____.

☑ (e) Unless elected otherwise under this subsection (e), the Hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.08(e)(6) of the BPD. If this subsection (e) is checked, the Hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

☐ (f) A Participant may not take an in-service distribution from a Roth Deferral Account.

☐ (g) The following are not available to Participants who have had a Severance from Employment:

☐ (1) Qualified Birth or Adoption Distributions (QBADs).

☐ (2) Hardship distributions.

☐ (h) Other distribution rules: _____

[***Note:** This subsection (h) may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

SECTION 11
MISCELLANEOUS PROVISIONS

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

☑ (a) **Additional valuation dates (optional).** In addition, for each contribution type selected below the Account will be valued on the following dates:

Deferral	Match	ER		
☑	☐	☐	(1)	**Daily.** (i.e., the end of each business day during which the New York Stock Exchange is open.)
☐	☐	☐	(2)	**Monthly.** (i.e., the end of each month of the Plan Year.)
☐	☐	☐	(3)	**Quarterly.** (i.e., the end of each Plan Year quarter.)
☐	☐	☐	(4)	**Describe:** _____

[***Note:** The Employer may elect operationally to perform interim valuations*.]

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☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: _____

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the BPD apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the BPD.

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

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

☐ (b) **Special rules:** _____

[***Note:*** *Any special rules under this subsection (b) must be consistent with the requirements of Code §415.*]

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the BPD apply.

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

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

11-4 **DELEGATION OF ADMINISTRATIVE FUNCTIONS.** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-5 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the BPD)**.** Unless otherwise elected below, all Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

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

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

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

☐ The following special rules apply with respect to Multiple Employer Plans: _____

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

11-7 **CLAIMS PROCEDURES.** The Plan Administrator shall establish and maintain reasonable claims procedures as described in Section 11.08 of the BPD. Special rules may be described below.

☐ The following special rules apply with respect to claims procedures under Section 11.08 of the BPD: _____

11-8 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS.**

☐ **Describe:** _____

11-9 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers both into and out of the Plan. Contract exchanges and plan-to-plan transfers may only be made to those Investment Arrangements currently accepting contributions under the Plan.

☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the BPD:

☐ (1) into the Plan.

☐ (2) out of the Plan.

☐ (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the BPD:

☐ (1) into the Plan.

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☐ (2) out of the Plan.

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

11-10 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. (See Section 15.06 of the BPD.)

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

11-11 **PROTECTED BENEFITS.** There are no protected benefits (as defined in Code §411(d)(6)) other than those described in the Plan.

To designate protected benefits other than those described in the Plan, complete this AA §11-11.

☐ (a) **Additional protected benefits.** In addition to the protected benefits described in this Plan, certain other protected benefits are protected from a prior plan document, as described below: _____

☐ (b) **Elimination of distribution options.** Effective ____, the distribution options described in subsection (1) below are eliminated.

☐ (1) **Describe eliminated distribution options:** _____

☐ (2) **Application to existing Account Balances.** The elimination of the distribution options described in subsection (1) applies to:

☐ (i) All benefits under the Plan, including existing Account Balances.

☐ (ii) Only benefits accrued after the effective date of the elimination (as described above).

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APPENDIX A
SPECIAL EFFECTIVE DATES

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

☑ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

Union Employees may participate and are eligible in the Plan subject to the terms of the Memorandum of Understanding ("MOU") in effect and ratified by and between the Union and Employer. The terms of the MOU are hereby incorporated by reference.

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:

☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

☐ A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:

☐ A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

☐ A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

☐ A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

☐ A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:

☐ A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

☐ A-13 **Special effective date provisions for merged plans.** If any 403(b) or other plans have been merged into this Plan, the provisions of Section 14.03 of the BPD apply as follows:

☐ A-14 **Other special effective dates:**

☐ A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the Plan and the actual Plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:

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APPENDIX B
LOAN POLICY

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

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

☑ (a) Yes

☐ (b) No

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

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B and subject to the terms of any governing Investment Arrangement.

☑ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

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

☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.

☐ (b) A "limited participant", as described under Section 4.01 of the BPD, may not request a loan from the Plan.

☐ (c) An officer or director of the Employer may **not** request a loan from the Plan.

☐ (d) Describe limitations on receiving loans under the Plan: _____

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

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

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

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

☐ (a) A Participant may have ____ loans outstanding at any time, subject to any internal administrative limitations imposed by the Investment Arrangement, the service provider or platform.

☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

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

☐ (a) There is no minimum loan amount.

☐ (b) The minimum loan amount is $____.

☐ (c) The maximum loan amount is $____ (no greater than $50,000).

☐ (d) The maximum loan amount is ____% (no greater than 50%) of the Participant's vested Account Balance, except as permitted under B-4 of this Appendix B.

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

☐ (a) The prime interest rate plus ____ percentage point(s).

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

☐ (c) Describe: _____

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

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.08(e)(1) of the BPD.

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

B-9 **APPLICATION OF LOAN LIMITS.** The default loan policy under Sections 13.03 and 13.06 of the BPD provides that a participant's entire Account will be taken into account in applying the loan limitation and adequate security requirement. To override this provision if Participant loans are not available from all contribution types, complete this AA §B-9.

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

B-10 **CURE PERIOD.** The default loan policy under Section 13.10 of the BPD provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

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

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

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

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

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

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

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

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

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

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

B-14 **LOAN RENEGOTIATION.** The default loan policy under Section 13.11(c) of the BPD provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement, and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-

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discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

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

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

B-15 **SOURCE OF LOAN.** The default loan policy under Section 13.09 of the BPD provides that Participant loans may be made from all available contribution types, to the extent vested. To override this provision, complete one of the sections below.

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

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

B-16 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

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

[***Note:*** *Any provision under this AA §B-16 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

B-17 **SPOUSAL CONSENT.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to participant loans. To override this provision as permitted by Section 13.08 of the BPD, complete the applicable election in AA §9-2.

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APPENDIX C
ADMINISTRATIVE ELECTIONS

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

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

☐ (a) No

☑ (b) Yes

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

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

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

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

C-2 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.07 of the BPD (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.07 of the BPD and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

☑ (a) The Employer elects to have the requirements of Section 11.07 of the BPD apply to its Plan.

☐ (b) The requirements of Section 11.07 of the BPD do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: _____

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EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _____

[***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans, pursuant to Rev. Proc. 2021-37.

(1) Effective date of restatement: January 1, 2027

[***Note:*** *Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.*]

(2) Name of plan(s) being restated: Washington Township Health Care District Tax Deferred Savings Program

(3) The original effective date of the plan(s) being restated: January 1, 1997

☐ (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans under Rev. Proc. 2021-37). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date(s) of amendment/restatement: _____

[***Note****: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

(2) Name of plan being amended/restated: _____

(3) The original effective date of the plan being amended/restated: _____

(4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

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

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

Address: 2929 Allen Parkway, L-8, Houston, Texas 77019

Telephone number: (888) 478-7020

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

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that such individual has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #12. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Washington Township Health Care District
(Name of Employer)

_____
(Name of authorized representative) *(Title)*

_____
(Signature) *(Date)*

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ADDENDUM A
ALLOCATION OF ADMINISTRATIVE FUNCTIONS

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective January 1, 2027.

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

☑ Administrative functions are specified in a separate service agreement.

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ADDENDUM B
VENDORS OF INVESTMENT ARRANGEMENTS

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective January 1, 2027.

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

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

SECURE 2.0 ACT INTERIM AMENDMENT
ELECTIVE PROVISIONS

These Elective Provisions provide for elections related to the SECURE 2.0 Act Interim Amendment. Application of the SECURE 2.0 Act Interim Amendment and the Elective Provisions may depend on the Investment Arrangement(s) associated with the Plan.

ELECTIVE PROVISIONS RELATING TO EMPLOYER CONTRIBUTIONS

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

☑ (a) A Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.

☐ (b) Effective ___ (insert date on or after December 30, 2022), a Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.

☐ (c) Describe special any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Designated Roth Nonelective Contribution: _____

ELECTIVE PROVISIONS RELATING TO SALARY DEFERRALS

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

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

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

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

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

☐ (1) The Plan was established before December 29, 2022.

☐ (2) The Plan is maintained by an Employer that normally employs 10 or fewer Employees.

☐ (3) The Plan is maintained by an Employer that has been in existence for less than 3 years.

☐ (4) The Plan is a governmental plan (within the meaning of Code §414(d).

☐ (5) The Plan is a church plan (within the meaning of Code §414(e).

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

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

☐ (b) **Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**

☐ (1) **Initial automatic (default) Salary Deferral percentage.** ____% of Plan Compensation (percentage must be between 3% and 10%)

☐ (2) **Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral is increased by 1 percentage point until the percentage is ____% of Plan Compensation (must be at least 10%, but may not exceed 15%)

☐ (3) **Special application of automatic increase provisions.** The Employer may describe under this subsection (3) special rules applicable to automatic increase provisions: _____

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

☐ (c) **Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (b) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.

☐ (1) **Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:

☐ (i) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. ***(Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).***

☐ (ii) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.

☐ (iii) Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (b)(1). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.

☐ (iv) Describe: _____

☐ (2) **Expiration of affirmative deferral elections.** Unless this subsection (2) is elected, for purposes of the automatic (default) Salary Deferral provisions of the Plan, a Participant's affirmative Salary Deferral election will not expire. If this subsection (2) is elected, a Participant's affirmative Salary Deferral election will expire:

☐ (i) At the end of each Plan Year.

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

Expiration applies to the following:

☐ (iii) All affirmative Salary Deferral elections.

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

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

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

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

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

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

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

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

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

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

(e) **Permissible withdrawals.**

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

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

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

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

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

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

(a) **Age 50 Catch-Up Contribution elections.** Unless otherwise elected under this §S2-3(a), a Plan that permits Age 50 Catch-Up Contributions added the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63, effective for taxable years beginning on January 1, 2025.

☐ (1) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63 is not permitted under the Plan.

☑ (2) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 – 63 was added to the Plan effective January 1, 2026 [insert date after January 1, 2025].

☐ (3) The higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 were permitted for taxable years beginning on or after January 1, 2025, but are no longer permitted under the Plan, effective_____ [insert date].

☐ (4) Collectively Bargained Employees who are eligible to make Salary Deferrals under the Plan are not eligible for the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63.

(b) **Age 50 Catch-Up Contributions that are eligible for Matching Contributions.** Unless elected otherwise under this §S2-3(b), a Plan that includes an election to make Age 50 Catch-Up Contributions that are eligible for Matching Contributions (see AA §6B-3) will provide such Matching Contributions on all Age 50 Catch-Up Contributions (including higher Age 50 Catch-Up Contributions) that are permitted under the Plan.

☐ (1) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are not eligible for Matching Contributions.

☐ (2) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Matching Contributions on higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are no longer made to the Plan, effective ____ [insert date after January 1, 2025].

☐ (3) Describe any special rules or provisions, including effective dates, relating to Age 50 Catch-Up Contributions and their eligibility for Matching Contributions: _____

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

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

☐ (1) Age 50 Catch-Up Contributions are removed from the Plan effective _____ [insert date on or after January 1, 2024].

☐ (2) Roth Deferrals are added to the Plan effective ____ [enter a date on or after January 1, 2024].

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

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

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

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

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

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

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☐ (2) The Plan does not provide for a deemed Roth Catch-Up Contribution election. The Participant must make an election to treat Catch-Up Contributions as Roth Catch-Up Contributions. (See SECURE 2.0 Act IA §4.02(d).)

☐ (e) **Aggregation of employers for determining the "employer sponsoring the Plan" for purposes of Code §414(v)(7).** For purposes of Code §414(v)(7) and determining wages from the "employer sponsoring the Plan," the following employers are aggregated, as allowed under Treas. Reg. §1.414(v)-2(b)(4) (e.g., employers using a common paymaster or part of a Related Employer group): _____

[***Note:*** *In lieu of listing aggregated employers above, the Employer may describe such aggregated employers in a separate written administrative procedure*.]

☐ (f) Describe other special rules or provisions, including effective date rules, relating to Age 50 Catch-Up Contributions: ___

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

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

☐ (a) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.

In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan: [Note: The elections below are effective for Plan Years beginning on or after January 1, 2025 or such later date as designated.]

☐ (1) All available Employer Contributions and Matching Contributions, effective ____.

☐ (2) Employer Contributions (including Qualified Nonelective Employer Contributions), effective ____.

☐ (3) Matching Contributions (including Qualified Matching Contributions), effective ____.

☐ (4) Safe Harbor 403(b) Plan Contributions, effective ____.

☐ (5) Describe: _____

☐ (b) **Eligibility Computation Period (ECP).** Unless elected otherwise below, the ECP rules under the Plan apply to LTPT Employees.

☐ (1) The ECP for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.

☐ (2) Describe ECP rules applicable to LTPT Employees: _____

[***Note:*** *Any description under this (2) must be consistent with requirements for ECPs under the Plan*.]

☐ (c) **Entry Date.** Unless elected otherwise below, the Entry Date rules under the Plan apply to LTPT Employees.

☐ (1) The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.

☐ (2) Describe the Entry Date rules applicable to LTPT Employees: _____

[***Note****: Any description under this (2) must be consistent with requirements for Entry Dates under the Plan*.]

(d) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:

☐ (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.

☐ (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.

(e) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:

☐ LTPT Employees are not permitted to make Roth Deferrals under the Plan.

(f) **After-Tax Employee Contributions.** LTPT Employees may make After-Tax Employee Contributions if After-Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (l) **Describe other rules applicable to LTPT Employees.** _____

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

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

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

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

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

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

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

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

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

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elections:

☐ (1) Instead of $2,500 the Plan limits the portion of a Participant's Account attributable to PLESA contributions to $____ [insert amount less than $2,500]

☐ (2) Instead of requiring an affirmative election by a Participant to contribute to the PLESA, the Plan will automatically enroll eligible Participants at a rate of ____% [must be 3% or less]

ELECTIVE PROVISIONS RELATING TO MATCHING CONTRIBUTIONS

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

☑ (a) A Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.

☐ (b) Effective ____ [*insert date on or after December 30, 2022*], a Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.

☐ (c) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Designated Roth Matching Contribution: _____

S2-8. TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS (QSLPs) AS SALARY DEFERRALS FOR PURPOSES OF MATCHING CONTRIBUTIONS. (S2IA §5.02)

☑ (a) The Plan does not treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions.

☐ (b) Effective for Plan Years beginning on or after ____ [*enter a date no earlier than January 1, 2024*], the Plan will treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of the SECURE 2.0 Act.

☐ (c) Describe any special rules relating to the treatment of QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions: _____

S2-9. FEDERAL SAVER'S MATCHING CONTRIBUTION. (S2IA §5.03)

☑ (a) Employer will not accept receipt of the federal saver's matching contribution.

☐ (b) The Employer elects to accept the receipt of the federal saver's matching contribution, effective ____ [*insert date on or after January 1, 2027*].

☐ (c) Describe special rules applicable to the federal saver's matching contribution: _____

ELECTIVE PROVISIONS RELATING TO DISTRIBUTIONS

S2-10. AVAILABILITY OF INVOLUNTARY CASH-OUT DISTRIBUTIONS. (S2IA §6.01)

☐ (a) **No change to Involuntary Cash-Out Distribution related-provisions as elected under the Adoption Agreement and as applicable before January 1, 2024 (i.e., prior to the effective date of §304 of the SECURE 2.0 Act).**

☑ (b) **Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], a Participant who has a Severance from Employment with a vested Account Balance of $7,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under the Plan.

☐ (c) **No Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], the Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan.

☐ (d) **Lower Involuntary Cash-Out Distribution threshold.** Beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024], a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:

☐ (1) $1,000

☐ (2) $5,000

☐ (3) $____ (*must be less than $7,000*)

☐ (e) **Application to spousal consent requirements.** Beginning January 1, 2024, or, if later, ____ [insert date after January

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1, 2024], if the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (e) is elected, the elections in subsections (a) - (d) do not apply in determining the dollar threshold for spousal consent under the Plan and instead the spousal consent threshold is $7,000 or such lower amount as selected below:

☐ (1) $1,000

☐ (2) $5,000

☐ (3) $___ (*must be less than $7,000*)

☐ (f) Describe any special rules relating to Involuntary Cash Out Distributions and/or spousal consent requirements: _____

S2-11. AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. (S2IA §§6.02, 6.03, 6.04, 6.05, 6.07) A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this S2-11. If more than one option is selected for a particular contribution type under this S2-11, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this S2-11.

If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant's Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under S2-11. Unless otherwise described under S2-11(e), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

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

All Available Sources	Deferral	Match	ER	R/O	AT	SH	
☑	☐	☐	☐	☐	☐	☐	(a) As an Emergency Personal Expense Distribution beginning January 1, 2024, or, if later, January 1, 2027 [insert date after January 1, 2024].
☑	☐	☐	☐	☐	☐	☐	(b) As a Domestic Abuse Distribution beginning January 1, 2024, or, if later, January 1, 2027 [insert date after January 1, 2024].
☑	☐	☐	☐	☐	☐	☐	(c) As a Qualified Long-Term Care Distribution beginning December 30, 2025, or, if later, January 1, 2027 [insert date after December 30, 2025].
☑	☐	☐	☐	☐	☐	☐	(d) As a Terminally Ill Individual Distribution beginning December 30, 2022, or, if later, January 1, 2027 [insert date after December 30, 2022]. [***Note:*** *Not available with respect to Salary Deferrals or amounts held under a Custodial Account unless legislation amends Code §72(t)(2)(L) to allow a Terminally Ill Individual Distribution as a permissible distribution event under Code §403(b).*]
☐	☐	☐	☐	☐	☐	☐	(e) Describe: _____

[***Note:*** *Unless designated otherwise under subsection (e), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (e). Any event described in subsection (e) may not violate the permissible distribution events under the Plan.]*

☐ (f) **Special distribution rules for in-service distributions.**

☐ (1) The following are not available to Participants who have had a Severance from Employment:

☐ (i) Emergency Personal Expense Distributions

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☐ (ii) Domestic Abuse Distributions

☐ (iii) Qualified Long-Term Care Distributions

☐ (iv) Terminally Ill Individual Distributions

☐ (2) The following are not available unless the Participant is 100% vested in the source from which the distribution is taken:

☐ (i) Emergency Personal Expense Distributions

☐ (ii) Domestic Abuse Distributions

☐ (iii) Qualified Long-Term Care Distributions

☐ (iv) Terminally Ill Individual Distributions

☐ (3) Unless otherwise elected below, Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts, effective for Plan Years beginning on or after January 1, 2024.

☐ (i) Hardship distributions may NOT include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts.

☐ (ii) Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral, effective ____ [insert date after January 1, 2024].

☐ (4) Unless otherwise elected below, Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor Contribution and QACA Safe Harbor Contribution Accounts (including earnings), effective for Plan Years beginning January 1, 2024.

☐ (i) Hardship distributions may NOT include the following Accounts (including earnings):

☐ (A) QNEC Account

☐ (B) QMAC Account

☐ (C) Traditional Safe Harbor Contribution Accounts

☐ (D) QACA Safe Harbor Contribution Accounts.

☐ (ii) Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor and QACA Safe Harbor Accounts (including earnings), effective ____ [insert date after January 1, 2024].

☐ (5) Describe any special rules relating to Hardship distributions: _____

☐ (6) Other distribution rules: _____

S2-12. PEP FIDUCIARY FOR COLLECTING CONTRIBUTIONS TO THE PEP. (S2IA §8.01)

☐ Instead of the PPP, the fiduciary for collecting contributions to the PEP is: _____

S2-13. SPECIAL PROVISIONS.

If the Employer wishes to provide additional or clarifying provisions to this SECURE 2.0 Act Interim Amendment, the Employer may include such provisions below.

☐ Describe any special rules related to this SECURE 2.0 Act Interim Amendment: _____

APPLICATION OF SECURE 2.0 ACT INTERIM AMENDMENT

Pursuant to Revenue Procedure 2023-37 and Section 14.01(a) of the Plan, this SECURE 2.0 Act Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. If the Employer wishes to override the Provider's (default) elections, the Employer (or the authorized representative of the Employer) must execute this SECURE 2.0 Act Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

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Washington Township Health Care District Tax Deferred Savings Program
Name of Plan

Washington Township Health Care District
(Name of Employer)

(Name of Authorized Representative, if applicable) *(Title)*

(Signature) *(Date)*

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Washington Health

MEMORANDUM

Date: November 16, 2026

To: Board of Directors, Washington Township Health Care District

From: Kimberly Hartz, Chief Executive Officer

Subject: **Access Transformation Project - Approval Request**

Executive Summary

Over the past several months, Washington Health has been working to improve access in its ambulatory clinics operated by Washington Health Medical Group (WHMG). Optimizing patient access is a challenging process requiring buy-in from both physicians and clinic operations teams. Focusing initially on primary care, WHMG leadership has established the foundation for this improvement work through establishment of a governance framework for decision making, ratification of access policies aligned with industry best practices, and development of a data analytics environment for real-time visibility into operational metrics. Approval is now requested for the next phase of the access transformation project which primarily involves extension of the partnership with Clearstep, the third-party consulting firm with which WHMG partnered earlier in 2026 to build the above foundation. During this phase of the engagement, WHMG will work with Clearstep to design new scheduling templates, conduct the necessary change management steps to align physicians to the new access model, complete the Epic build reflecting new scheduling rules, and migrate appointments from the old paradigm to the new model. Within the scope is additional work aimed at redesign, growth, and modernization of the patient contact center to more effectively centralize inbound call handling. This is expected to improve the patient experience when calling in for care and also to offload call volume from clinic staff, freeing them up to focus on patient care instead of answering phone calls.

The Clearstep agreement is a 36-month engagement comprising a combination of consulting services and technology licensing fees with a not-to-exceed amount of $3,607,690. The fee agreement has been structured so as to share risk with the vendor for achieving pre-specified outcomes related to incremental visit volume growth and other metrics. The at-risk component of the agreement is 25% of fees in years 1 and 2, representing a total of $713,173 which is carved out from the above contract amount and payable only upon achievement of pre-defined KPIs. The Clearstep agreement is phase-gated such that it allows Washington Health to terminate the agreement at will and for convenience in 6-month time intervals.

To support the Clearstep engagement, approval is also requested for additional IT infrastructure investments in the amount of $159,525. These expenditures, driven by the Washington Health Information Services department, provide the necessary telephony backbone on which to layer Clearstep's contact center automation technologies. Finally, approval for a third tranche of funding in the amount of $240,000 is sought to support enabling projects surrounding physician compensation redesign and team-based care redesign initiatives. Both of these areas are critical to Clearstep project success.

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This work is aimed at improving patient care and WHMG financial performance through directed improvements in the ease with which new and existing patients can access care. Primary care access improvements provide a front door into the health system and drive growth and revenue improvements from downstream specialty care, ancillary services, and hospital utilization. The project will improve patient self-service capabilities, enabling self-scheduling through MyChart and other digital entry points into the health system, which in turn benefits patient experience and patient retention.

The following summarizes the cost structure of the Clearstep engagement as well as the adjunct funding requests being sought:

	Year 1	Year 2	Year 3	TOTAL
Clearstep Costs				
Clearstep Fixed	$1,082,505.00	$1,067,012.00	$745,000.00	$2,894,517.00
Clearstep At-Risk	$ 357,502.00	$ 355,671.00	$ -	$ 713,173.00
TOTAL	$1,440,007.00	$1,422,683.00	$745,000.00	$3,607,690.00
Non-Clearstep Costs				
Adjunct IT Infrastructure	$ 71,786.00	$ 71,786.00	$ 15,953.00	$ 159,525.00
Adjunct Enabling Projects	$ 240,000.00	$ -	$ -	$ 240,000.00
TOTAL	$ 311,786.00	$ 71,786.00	$ 15,953.00	$ 399,525.00
GRAND TOTAL	**$1,751,793.00**	**$1,494,469.00**	**$760,953.00**	**$4,007,215.00**

The FY27 portion of total project costs are included in the FY27 Capital Budget (a total of $1,700,000 was included in the approved FY27 capital budget for this work).

Timeline

Upon Board approval, Clearstep expects to begin project work in early December. The work is organized into 4 overlapping waves, each spanning a 9-month period. Wave 1 is directed at primary care access redesign, wave 2 focuses on OB/GYN and cardiology, wave 3 on the remaining medical subspecialty clinics, and wave 4 on the surgical subspecialties. In parallel with these waves of clinic schedule redesign work, contact center redesign and call center automation work proceed simultaneously. Primary care is expected to go-live in July 2027. The full set of go-lives across all 4 waves takes 22 months start to finish, with all clinics operational on the new access model by winter 2028.

Recommendation

I am recommending that the Board of Directors approve the overall three-year project budget for an amount not to exceed $4,007,215, and authorize and instruct the Chief Executive Officer to proceed with the necessary steps to execute the Clearstep scope of work and any project-related documents**.** The FY27 portion of total project costs are included in the FY27 Capital Budget**.**