Washington Township Health Care District

BOARD OF DIRECTORS' MEETING
Wednesday, June 24, 2026 – 6:00 P.M.
Board Room of Washington Hospital, 2000 Mowry Avenue, Fremont and via Zoom
https://whhs.zoom.us/j/97499462414?pwd=yXeXbEhb1M8XPmph6f0rbsdZf2zz33.1
Passcode: 523439

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

AGENDA

		PRESENTED BY:
I.	**CALL TO ORDER & PLEDGE OF ALLEGIANCE**	William 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 Nicholson, MD President
	A. Consideration of Upgrade to Encoder/Cloud Services	*Motions Required*
	B. Consideration of Purchase Order Addendum: Request for Washington Radiologists Medical Group (WRMG)	

V. ACTION

A. Consideration of Resolution No. 1285: Resolution of the Board of Directors of Washington Township Health Care District Ratifying Chief Executive Officer's Execution of Amendments to the Washington Township Health Care District Tax Deferred Savings Program, the Washington Township Health Care District Employer Matching Contributions Plan, and Confirming the Restatements of the Plans Executed in 2022 — *Motions Required*

B. Consideration of Resolution No. 1286: Resolution of the Board of Directors of Washington Township Health Care District Approving an Amendment to the Washington Township Health Care District Employer Matching Contributions Plan

C. Consideration of Resolution No. 1287: Resolution of the Board of Directors of Washington Township Health Care District to Grant Authority to the Chief Executive Officer to Execute Technical, Administrative Amendments to Pension Plans and to Authorize Designated Staff Members to Execute Such Amendments and to Provide Routine Administrative Approvals Necessary for Day-to-Day Plan Administration

D. Adoption of Administrative Policy for Measure B Parcel Tax

VI. ANNOUNCEMENTS

VII. ADJOURN TO CLOSED SESSION

A. Consideration of Closed Session Minutes of the Meeting of the District Board: May 13, 18 & 27, 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 Involving Trade Secrets pursuant to Health & Safety Code Section 32106

- Strategic Planning

D. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6; Agency designated representative(s): Kimberly Hartz, CEO

VIII.	**RECONVENE TO OPEN SESSION & REPORT ON PERMISSABLE ACTIONS TAKEN DURING CLOSED SESSION**	William Nicholson, MD President
IX.	**ADJOURNMENT**	William 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) 818-7401. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

MEMORANDUM

Date: June 24, 2026

To: Washington Township Health Care District Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: **Nym and Solventum 360 Upgrade (Revenue Cycle Management/CDI and Coding)**

The Revenue Cycle Team (CDI and Coding divisions) has requested an agreement with an AI assisted autonomous coding vendor, Nym, and an upgrade to the current Encoder/Cloud Services Washington Health utilizes through Solventum (3M). The enhanced technology solutions will advance Washington Health's Clinical Documentation Integrity (CDI), coding accuracy, and overall revenue cycle performance. These AI-enabled solutions integrate CDI, coding, and audit workflows to improve reimbursement accuracy, reduce denials, and increase operational efficiency across both hospital (HB) and professional (PB) services. These software and services are to be used in conjunction with Epic.

Nym and Solventum 360 Opportunities include:

- **Revenue Optimization:** Improved CMI and reimbursement capture for DRG payors
- **Denial Reduction:** Stronger documentation and coding integrity
- **Operational Efficiency:** Reduced manual effort and increased productivity
- **Compliance & Quality:** Enhanced audit readiness and regulatory adherence
- **Technology Enablement:** Advancement of RCM automation strategy
- **Coding Support:** Computer-Assisted and autonomous coding capabilities
- **AI Capabilities:** AI-driven CDI query prioritization and coding support
- **Patient Quality:** Pre-bill identification of quality metrics (PSIs, PPCs, readmissions)
- **Health System Integration:** Integrated HB and PB "single path" coding

These enhanced technology solutions will take approximately 6 - 10 months to fully implement and will be performed using both internal and external labor, in conjunction with vendor assistance.

Nym is a new vendor for Washington Health, and will be deployed for an initial 3-year term, with an overall projected 3-year expense of an estimated $2,097,565. Solventum 360 upgrade will be appended to the remaining 3-year term of the existing agreement that was executed between Washington Health and Solventum in 2024, adding an additional expense of approximately $2,553,819 for the remaining 3-year term, with the option to terminate at the conclusion of the existing 3-year term (2029), or continue the agreement for an additional 2 years to 2031, for an additional expense. The estimated operational expense for the first year for both technology solutions was budgeted in the FY27 operational budget.

It is requested that the Board of Directors authorize the Chief Executive Officer to enter into a three-year agreement with Nym and update the existing agreement with Solventum to upgrade the current Encoder/Cloud Services for three-years at an additional expense. Additionally, it is requested that the Board of Directors authorize the Chief Executive Officer to proceed with the capital implementation expense for both technology solutions for a total amount not to exceed $750,000.

MEMORANDUM

Date: June 17, 2026

To: Washington Township Health Care District Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: Consideration of Purchase Order Addendum
Request for Washington Radiologists Medical Group (WRMG)

Washington Health supports Washington Radiology Medical Group (WRMG) with the majority of that support related to the after-hours teleradiology services provided through StatRad. The Fiscal Year 2026 budget for these services was developed based on historical imaging volumes and utilization trends.

Due to significant growth in Emergency Department and Trauma volumes, the number of studies requiring after-hours interpretation by StatRad has increased substantially. Through the current fiscal year, the volume of studies interpreted by StatRad has increased by approximately 32% compared to the same period in the prior year.

As a result of this increased utilization, the estimated cost to provide support to WRMG for professional services through June 2026 is projected to exceed the budgeted amount by $368,530. The requested additional funding remains within the Fair Market Value assessment for supporting the radiology professional services. These services are critical to maintaining timely radiology interpretation and ensuring uninterrupted support for Emergency Department, trauma, and inpatient imaging services during overnight hours.

It is requested that the Board of Directors authorize the Chief Executive Officer to proceed with unbudgeted expenses for Washington Radiologists Medical Group, not to exceed $368,530. This amount exceeds the budgeted amount that was included in the Fiscal Year 2026 Operational Budget.

2000 Mowry Avenue
Fremont, CA 94538
510.797.1111

www.washingtonhealth.com

MEMORANDUM

Date: June 10, 2026

To: Washington Township Health Care District Board of Directors

From: Kimberly Hartz, Chief Executive Officer

Subject: Pension Plan Modernization: Introductory Discussion

Background and Organizational Progress
Over the past several years, the Board has charged me and the leadership team with a clear and ambitious mandate focusing on key priorities:

- Enhancing patient safety and quality of care
- Expanding access to services for our community
- Strengthening operational effectiveness and efficiency
- Improving the financial stability and long-term sustainability of the organization

I am pleased to report that we have made significant progress in each of these areas. We are now in our second year as a designated Trauma Center and continue to experience steady growth in trauma volumes, reinforcing our role as a critical resource for the communities we serve. We recently opened the expanded Washington Health–UCSF Cancer Center, providing greater access to advanced oncology services and allowing more patients to receive exceptional cancer care close to home. Across the organization, we have implemented operational improvements that have enhanced efficiency and improved the patient experience. At the same time, our financial performance has continued to improve with a focus on revenue cycle, positioning Washington Health for greater long-term success.

These accomplishments are a direct reflection of the Board's vision, the commitment of our physicians and employees, and our shared dedication to serving this community. At the center of our achievements is our workforce. Our employees are our greatest asset, and our ability to recruit, retain, and develop strong talent will be one of the most important factors in our future success. As part of our ongoing commitment to maintaining a competitive employment environment while ensuring long-term organizational sustainability, we are reviewing our retirement offerings.

Why We Must Evaluate Pension Plan Modernization
As we continue to focus on long-term sustainability of Washington Health, it is appropriate to evaluate whether our retirement benefit structure remains aligned with the evolving needs and expectations of both today's and tomorrow's workforce, while also reflecting the realities of the modern healthcare environment.

Before discussing this further, I want to be absolutely clear: **any potential retirement plan changes would not impact the pension benefits of any current employee.**

Any proposed modifications would apply only to future employees hired after implementation, with the earliest possible effective date being January 1, 2027.

Washington Health

Today, Washington Health offers a comprehensive retirement and post-employment benefit package that includes:

- A Defined Benefit (DB) Pension Plan that provides eligible employees with a guaranteed lifetime retirement benefit
- A 403(b) Defined Contribution Plan with a 1.5% employer matching contribution
- Several Other Post-Employment Benefits (OPEB), including retiree prescription reimbursement, early retiree health benefits, Medicare Part B reimbursement, and monthly medical expense reimbursement programs
- A voluntary 457 Deferred Compensation Plan which allows for voluntary employee contributions (pre-tax or Roth contributions)

These programs have served our employees well for many years and have been an important component of our overall compensation philosophy. However, both the workforce and the healthcare industry have evolved significantly. Employees today are increasingly mobile throughout their careers and often place greater value on retirement benefits that are portable, flexible, and individually controlled. At the same time, traditional defined benefit pension plans expose employers to significant long-term financial volatility. Required contributions are heavily influenced by market performance, interest rates, demographic assumptions, and actuarial factors that can fluctuate substantially from year to year.

As healthcare organizations across the country evaluate their retirement programs, many have transitioned toward enhanced defined contribution models that provide employees with greater flexibility while creating more predictable and sustainable costs for the organization.

A modernized retirement structure centered on an enhanced 403(b) plan could provide several advantages, including:

- Greater employee ownership and control over retirement savings
- Portability across employers
- Transparency and flexibility in investment decisions
- Opportunities for long-term asset growth
- More predictable retirement benefit costs and reduced exposure to market-driven pension funding volatility for Washington Health

Such an approach has the potential to support both workforce competitiveness and organizational sustainability over the long term.

Next Steps

Tonight's discussion is intended to provide background and context. We are not seeking Board action at this time.

Over the coming months, we will continue to:

- Conduct a comprehensive evaluation of our retirement programs and benchmark them against market practices
- Analyze alternative retirement plan designs for future employees only
- Ensure transparency with bargaining units, employees, and other stakeholders throughout the process

Washington Health

Our goal is not to diminish our commitment to employees. Rather, it is to ensure that Washington Health continues to offer meaningful, competitive retirement benefits while maintaining the financial strength necessary to fulfill our mission for generations to come.

Closing

Washington Health has made tremendous progress in recent years because of the vision of this Board, the dedication of our workforce, and our collective commitment to responsible stewardship of community resources.

As we look to the future, we must continue to make thoughtful decisions that position the organization for long-term success. Evaluating and potentially modernizing our retirement offerings is part of that responsibility. By balancing competitive employee benefits with fiscal sustainability, we can ensure that Washington Health remains a strong, independent, and thriving healthcare organization for decades to come.

Thank you for your continued leadership, guidance, and support. We look forward to engaging the Board as this evaluation progresses and returning with recommendations.

RESOLUTION NO. 1285

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT RATIFYING CHIEF EXECUTIVE OFFICER'S EXECUTION OF AMENDMENTS TO THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT TAX DEFERRED SAVINGS PROGRAM, THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT EMPLOYER MATCHING CONTRIBUTIONS PLAN AND THE WASHINGTON HOSPITAL DEFERRED COMPENSATION PLAN, AND CONFIRMING THE RESTATEMENTS OF THE PLANS EXECUTED IN 2022

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 following benefit plans: (i) Amended and Restated Washington Township Health Care District Tax Deferred Savings Program ("403(b) Deferral Plan) effective as of March 9, 2022; (ii) Amended and Restated Washington Township Healthcare District Employer Matching Contributions Plan ("403(b) Employer Matching Plan") effective as of March 9, 2022; and (iii) Amended and Restated Washington Hospital Deferred Compensation Plan, effective as of October 11, 2022 ("457(b) Plan" and hereinafter collectively referred to as "Plans"); and

WHEREAS, in the closing days of 2025, after the last Board meeting in December, it became necessary to amend these Plans in order to accomplish certain administrative goals and efficiencies starting January 1, 2026, between the District and Corebridge Financial, the District's retirement plan service provider; and

WHEREAS, pursuant to Article IV, Section 1 of the Amended and Restated Bylaws of the District, the Chief Executive Officer is the "duly authorized representative" of the Board to act in all matters in which the Board of Directors has not formally designated some other person to act and further pursuant to Section 2, the Chief Executive Officer's duties include "Performing any other duty that may be necessary in the best interests of the District." and

WHEREAS, given the urgency and the press of time, and given that executing these amendments before January 1, 2026, was in the best interests of the District and its employees, the Chief Executive Officer exercised her duties as described above to execute the amendments, and

WHEREAS, notwithstanding the authority granted to the Chief Executive Officer as described above, it would be prudent for the Board to ratify the Chief Executive Officer's execution of the amendments described above, and

WHEREAS, it would also be prudent at this time to clarify that the Restatements described above are in full force and effect.

NOW THEREFORE, be it resolved that:

1. The Board hereby ratifies the Chief Executive Officer's execution of the amendments, attached hereto as Exhibit A, Exhibit B, and Exhibit C, and confirms that such execution was in the best interests of the District.

2. The Board confirms that the Plans, attached hereto as Exhibit D, Exhibit E and Exhibit F, are in full force and effect as of the adoption dates specified in those Plans.

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

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 24th day of June, 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

EXHIBIT A

AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTHCARE DISTRICT EMPLOYER MATCHING CONTRIBUTIONS PLAN ("the Plan")

WHEREAS, Washington Township Health Care District (the "Employer") maintains the Washington Township Healthcare District Employer Matching Contributions Plan (the "Plan") for its employees;

WHEREAS, Washington Township Health Care District has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Washington Township Healthcare District Employer Matching Contributions Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the Washington Township Healthcare District Employer Matching Contributions Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 1-1-2026.

1. The Adoption Agreement is amended to read:

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 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

ER	Match	
☐	☐	(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 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 designated in Section 7.04 of the Plan.

ER	Match	
☐	☐	(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 Plan). 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.

ER	Match	
☐	☐	(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 Plan.)

☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

ER	Match	
☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 7.07(b) of the Plan) 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 terminated employment.

ER	Match	
☐	☐	(g) **Special rules:** ______________________________

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _________ *[insert Effective Date of Plan]*. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. 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: 1-1-2026

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Washington Township Healthcare District Employer Matching Contributions Plan

(3) The original effective date of the plan being amended/restated: 1-1-1997

(4) If Plan is being amended, identify Adoption Agreement sections being amended: §8-5(g)

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (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 Volume Submitter Sponsor (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 Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway, L-10, Houston, TX 77019

Telephone number: 1 (888) 478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER 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. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

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 he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor 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)

Kimberly Hartz — CEO
(Name of authorized representative) — *(Title)*

Signed by:
Kimberly Hartz
F87A4B91D28F4AE...
12/31/2025
(Signature – Electronically signed) — *(Date)*

EXHIBIT B

AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT TAX DEFERRED SAVINGS PROGRAM ("the Plan")

WHEREAS, Washington Township Health Care District (the "Employer") maintains the Washington Township Health Care District Tax Deferred Savings Program (the "Plan") for its employees;

WHEREAS, Washington Township Health Care District has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Washington Township Health Care District Tax Deferred Savings Program Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the Washington Township Health Care District Tax Deferred Savings Program Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 1-1-2026.

1. The Adoption Agreement is amended to read:

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 Plan).

☑ Describe any Plan limitations on Salary Deferrals: <u>A participant may not defer an amount in excess of 80% of Plan Compensation each separate payroll period during which the individual is eligible to participate.</u>

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _________ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. 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: 1-1-2026

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Washington Township Health Care District Tax Deferred Savings Program

(3) The original effective date of the plan being amended/restated: 1-1-1997

(4) If Plan is being amended, identify Adoption Agreement sections being amended: §6A-2

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (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 Volume Submitter Sponsor (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 Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway, L-10, Houston, TX 77019

Telephone number: 1 (888) 478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER 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. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

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 he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor 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)

Kimberly Hartz — CEO
(Name of authorized representative) — *(Title)*

Signed by:
Kimberly Hartz
F87A4B91D28F4AE...

12/31/2025

(Signature – Electronically signed) — *(Date)*

EXHIBIT C

AMENDMENT TO THE WASHINGTON HOSPITAL DEFERRED COMPENSATION PLAN ("the Plan")

WHEREAS, Washington Township Health Care District (the "Employer") maintains The Washington Hospital Deferred Compensation Plan (the "Plan") for its employees;

WHEREAS, Washington Township Health Care District has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under The Washington Hospital Deferred Compensation Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that The Washington Hospital Deferred Compensation Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 1-1-2026.

1. The Adoption Agreement is amended to read:

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

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

☑ (1) 80__________% of Plan Compensation

☐ (2) $_________________.

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

Any limit described in subsection (1) or (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) **Special limit for bonus payments.** If bonus payments are not excluded from the definition of Plan Compensation under AA §5-3, Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may use this section to impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral election.

☐ A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2.

[*Note: If this (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3.*]

(c) **Deferral of sick, vacation and back pay.** Unless otherwise elected below, a Participant may elect to defer accumulated sick pay, accumulated vacation pay, or back pay if: (1) a Salary Reduction Agreement is entered into before the amount become currently available, and (2) the Participant is an Employee in the month of deferral.

☐ A Participant may NOT defer accumulated sick pay, accumulated vacation pay, or back pay.

☐ (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: ____________________________

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective ______________________ [*insert Effective Date of Plan*].

☐ (b) The **restatement** of an existing plan, effective ______________________ [*insert Effective Date of Plan*].

(1) Name of Plan(s) being restated: ______________________

(2) The original effective date of the plan(s) being restated: ______________________

☑ (c) An **amendment** of the Plan. If this Plan is being amended, 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) Identify the section(s) of the Adoption Agreement being amended: §6A-2(a)

(2) Effective Date(s) of such changes: 1-1-2026

[*Note: It is recommended that the Employer consult with legal counsel before executing this Agreement.*]

Washington Township Health Care District
(Name of Employer)

Kimberly Hartz — CEO
(Name of authorized representative) — *(Title)*

Signed by:
Kimberly Hartz
F87A4B91D28F4AE...
(Signature - Electronically signed)

12/31/2025
(Date)

EXHIBIT D

Washington Township Health Care District
VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN
ADOPTION AGREEMENT #004
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "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 Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this 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 Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

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 and selections under the ER column apply to Employer Contributions under AA §6.

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 informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and 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 1.99 of the Plan)

☑ (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends December 31

1-5 **RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

☐ 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.*]

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** Washington Township Healthcare District Employer Matching Contributions 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) Combination Custodial Account and Annuity Contract

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

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

2-4 **PLAN YEAR:**

☑ (a) Calendar year.

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

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

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

☐ This Plan is a frozen Plan effective _____.

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned 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 1.81 of the Plan? (See Section 16.07 of the Plan 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 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)*]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan 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 1.28 of the Plan)

Deferral	Match	ER		
☐	☑	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
☐	☑	☐	(d)	Student Employees (as defined in Section 1.130 of the Plan)
☐	☐	☐	(e)	Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).
☐	☐	☐	(f)	Employees eligible for a governmental Code §457(b) plan
☐	☐	☐	(g)	Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer
☐	N/A	N/A	(h)	Employees whose contribution would be $200 or less
N/A	☑	☐	(i)	Other: Employees not classified as benefitted Employees, Employees under an employment contract which precludes them from participation in the Plan

[Note: With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the 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 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 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.]

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 under the Plan as of his/her 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 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 Plan and AA §4-3).
☐	☐	(3)	The completion of at least ____ *[cannot exceed 1,000]* Hours of Service during the first ___ *[cannot exceed 12]* months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. ☐ (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 Plan for rules regarding the application of this subsection (ii).)
☐	☐	(4)	The completion of ___ *[cannot exceed 1,000]* Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). *[An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]*

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

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

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

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

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

☐ (D) Describe: ______________________________

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

☐ (A) ____ hours per week.

☐ (B) ____ hours per month.

☐ (C) ____ hours per year.

Match	ER	
☐	☐	(6) Two (2) Years of Service.
☐	☐	(7) Under the Elapsed Time method as defined in AA §4-3 below.
☐	☐	(8) Describe eligibility conditions: ______________________________
☐	☐	Describe eligibility conditions: ______________________________

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

Match	ER	
☑	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	(2) Age 21.
☐	☐	(3) Age 20½.
☐	☐	(4) 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 his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(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.

Match	ER	
☐	☐	(e) **Payroll period.** The first day of the payroll period.
☐	☐	(f) **The first day of the Plan Year.** [*See Section 2.03(b)(2) of the Plan for special rules that apply.*]

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	
☐	☐	(g) **next following** satisfaction of the minimum age and service requirements.
☐	☐	(h) **coinciding with or next following** satisfaction of the minimum age and service requirements.
☐	☐	(i) **nearest** the satisfaction of the minimum age and service requirements.
☐	☐	(j) **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 sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Match	ER	
☐	☐	(k) **Describe** any special rules that apply with respect to the Entry Dates under 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 sources 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 1.68 of the Plan for the definition of Hours 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.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) 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 source, 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) **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 to participate in the Plan. [***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.*]

Match	ER	
☐	☐	(d) **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 Plan). 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.
☐	☐	(e) **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 Plan) will be disregarded in applying the eligibility rules. ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) 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 terminated employment.
☐	☐	(g) **Special eligibility provisions:** ____________________ [*Note: Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan.*]

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 sources under the Plan as of his/her 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.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

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

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

☐ (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
☐ (1)	______________________	☐	☐	☐

☐ (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 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[*Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, 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 1.137(b) of the Plan.

☐ (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 1.94 of the Plan) 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, 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 1.137(c)(2) of the Plan.

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

Deferral	Match	ER		
☐	☐	☐	(a)	No exclusions.
N/A	☐	☐	(b)	Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☐	☑	☐	(c)	All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d)	Compensation above $___ is excluded.
☐	☐	☐	(e)	Amounts received as a bonus are excluded.
☐	☐	☐	(f)	Amounts received as commissions are excluded.
☐	☐	☐	(g)	Overtime payments are excluded.
☐	☐	☐	(h)	Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
☐	☐	☐	(i)	"Deemed §125 compensation" as defined in Section 1.137(d) of the Plan.
☐	☐	☐	(j)	Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
☐	☐	☐	(k)	Differential Pay (as defined in Section 1.137(e) of the Plan).
☐	☑	☐	(l)	Describe adjustments to Plan Compensation: loan reimbursement programs, student reimbursement programs, payments for unused accrued bona fide sick leave

[*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 sources identified in this AA §5-4. [*If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source 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 earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
☐	☐	All compensation earned during the Plan Year will be taken into account, including

Match **ER**

compensation earned 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 Total 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 Section 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. [*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) **Outside agreements, contracts or arrangements.**

☐ (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

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

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

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

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

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

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: ________________________________

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

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

☐ (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)	For Years of Service between ___ and ___	___%
☐ (2)	For Years of Service between ___ and ___	___%
☐ (3)	For Years of Service between ___ and ___	___%
☐ (4)	For Years of Service ___ 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 Plan.*]

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

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata 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 or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement 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 Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

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

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

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

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

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

☐ (iii) 20% of the Taxable Wage Base

[*Note: See Section 3.02(a)(1)(ii) of the Plan 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 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 his/her 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 or as a uniform dollar amount to all Participants within that allocation group.

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.

☐ (B) **Describe:** ____________________

☐ (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 Plan).

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 Plan 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:** ____________________

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 earned during the Plan Year.

☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned 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: ____________________

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, 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. 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) Describe: ____________________

☐ (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, the following rules apply: ____________________

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

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

☐ (a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:

____

☐ (b) **Contributions of accrued sick and/or vacation leave.**

☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:

____

☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:

____

6-6 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 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.*]

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):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (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 to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06 of the Plan 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: ____________________

☐ (2) **Application to allocation conditions.** If this subsection 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:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment due to becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) 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 terminated 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) **Describe** any special rules governing the allocation conditions under the Plan: ____________________

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

☑ Employees are **not** permitted to make Salary Deferrals under the Plan. [*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 Plan).

☐ Describe any Plan limitations on Salary Deferrals: ______________________________

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) 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 are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

☐ (a) **Availability of Roth Deferrals.** Roth Deferrals are 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, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

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

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

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

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

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

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

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

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

☐ (1) **Effective date.** Effective ____________, a Participant may elect to convert all or any portion of his/her 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.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

☐ If this subsection (2) is checked, 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.

[*Note: If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

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

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

☐ (i) Pre-tax Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) After-Tax Contributions

☐ (v) Rollover Contributions

☐ (vi) Mandatory Contributions

☐ (vii) Describe: ______________________________

[*Note: Any contribution sources 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 sources that are fully vested (i.e., 100% vested).

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

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

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

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

☐ (iv) Describe: ______________________________

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

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

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

[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan.*]

☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 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 Plan.*]

☐ (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 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **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.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. [*Note: A governmental Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations, which may prohibit an automatic contribution arrangement.*]

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

☐ (1) **Effective date of Automatic Contribution Arrangement.** 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 as set forth under the Employer Signature Page.*]

☐ (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.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. [*Note: Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.*]

☐ (i) **Automatic deferral percentage.**

☐ (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 of the Plan.)

☐ (A) ___% of Plan Compensation

☐ (B) $____

☐ (C) Describe: ____________________

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

☐ (D) ___% of Plan Compensation

☐ (E) $_____

☐ (F) Describe: ____________________

☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

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

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

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

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [*Note: See Section 3.03 of the Plan for the application of this subsection under an EACA.*]

☐ (D) Describe: ____________________

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

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) 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), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) 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) Other date: ______________________________

☐ (iv) **Special rules:** ______________________________

☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)

☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03 of the Plan), the permissible withdrawal provisions under Section 3.03 of the Plan 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 of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.

☐ (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 (b) 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 or 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.

☐ (c) **Other automatic deferral provisions:** ______________________________

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.*]

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).*]

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 can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

☐ (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.

☐ (2) $___ for each period designated in AA §6B-5 below.

☐ (3) ___% of Eligible Contributions made for each period designated in AA §6B-5 below. However, 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.

☐ (4) $___ for each period designated in AA §6B-5 below. However, 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.

☐ (c) **Outside agreements, contracts or arrangements.**

☐ (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

☐ (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 to ___% of Plan Compensation	___%	☐

[*Note: Employer may add additional tiers.*]

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up to $___	___%	☐
☐ (ii) Above $___	___%	☐

[*Note: 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	Matching %	Discretionary Match
☐ (1)	From ____ up to ____ Years of Service	___%	☐
☐ (2)	From ____ up to ____ Years of Service	___%	☐
☐ (3)	From ____ up to ____ Years of Service	___%	☐
☐ (4)	Years of Service equal to 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: ____________________

☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

(1) **Designated Employee groups.**

Group 1: ____________________

(2) **Matching Contribution formulas.**

☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).

☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in **Group 1** will be: ____________________

☐ (g) **Describe special rules for determining allocation formula:** ____________________

[*Note: Any special rules must relate solely to determining the allocation formula.*]

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 sources 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 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: <u>Washington Township Health Care District Tax Deferred Savings Program</u>

☐ (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 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) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: ______

[*Note: If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.*]

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.

[*Note: If both (1) and (2) are selected, the limit under this subsection 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) Describe: ______

☐ (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:** ______

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: ______

[*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 he/she 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 Plan.)]

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) **No allocation conditions** apply with respect to Matching 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) 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(d)):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (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 to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan 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: starting on the first payroll period and ending on the last day of the payroll period each 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) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment as a result of becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) 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 terminated 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

☐ (f) **Describe** any special rules governing the allocation conditions under the Plan: ________________________________

[*Note: Any special rules must relate solely to the allocation conditions.*]

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

____

SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

☐ (a) Participants may make After-Tax Employee 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 Plan), except as limited under this AA §6C-2.

☐ (a) **Eligibility for After-Tax 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 is checked, the following limits apply to After-Tax Employee Contributions:

☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) ___% of Plan Compensation

☐ (ii) $___

for the following period:

☐ (iii) the entire Plan Year.

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

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

☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) ___% of Plan Compensation.

☐ (ii) $___.

☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, 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 designated 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).*]

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.

☐ (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 he/she 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: ____________________

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 Plan for a description of the various vesting schedules under this AA §8-2.)

☑ (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

____% 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

☐ (6) Describe additional modifications to vesting schedule applicable to Employer Contributions: __

☐ (7) Describe additional modifications vesting schedule applicable to Matching Contributions: ____

[Note: 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 requirements.]

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 the Employee:

☐ (a) dies while employed with the Employer

☑ (b) terminates employment due to becoming Disabled

☐ (c) reaches Early Retirement Age while employed with the Employer

☐ (d) N/A. No vesting increase applies.

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

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 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

ER	Match		
☐	☐	(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 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 designated in Section 7.04 of the Plan.
☐	☐	(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 Plan). 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.
☐	☐	(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 Plan.) ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated 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 Plan) 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 terminated employment.
☐	☑	(g)	**Special rules:** <u>An Employee with 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</u>

8-6 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion 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 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)	for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

☐	☐	(f)	Forfeitures may be used to pay Plan expenses.
☐	☐	(g)	Forfeitures may 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:

☐	☐	(h)	Forfeitures are not subject to any allocation conditions.
☐	☐	(i)	Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(j)	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:

☐	☐	(k)	Describe: ______________________________ [***Note:** Any language added under this subsection (k) must relate solely to the treatment of forfeitures.*]

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her 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 terminated Participant 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 Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

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

☐ A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan).

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

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

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of 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 termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

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) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.

☑ (c) **Describe distribution options:** A Participant may take a partial distribution of less than their entire vested Account Balance.

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

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

☑ (a) **Participant consent.** Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.

☑ (1) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $5,000 ____ (the amount may exceed $5,000, including designating the entire vested Account Balance.)

☐ (2) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, provided the Participant's vested Account Balance exceeds $____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

☑ (c) **Describe** any special rules affecting Participant or Spousal consent: The Automatic Rollover rules apply to all Involuntary Cash-Out Distributions (including Involuntary Cash-Out Distributions less than $1,000).

[*Note: Any special rules under subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding $5,000.** A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the completion of ____ Breaks in Service.

☐ (5) the end of the calendar quarter following the date the Participant terminates employment.

☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (7) Describe: ____________________

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

(b) **Distribution of vested Account Balances not exceeding $5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the end of the calendar quarter following the date the Participant terminates employment.

☐ (5) Describe: ____________________

[*Note: Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.

☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

☐ (3) **Describe:** ____________________

[*Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

☐ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

☐ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

☐ (3) Alternative definition of Disabled: ____________________

[*Note: Any alternative definition must relate solely to the definition of Disabled.*]

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows:

____

(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).

☐ 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 distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[*Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.*]

SECTION 10
IN-SERVICE DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her 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 source 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 59 1/2. [*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.*]
☐	☐	☐	(c)	A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan). [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*]
☐	☐	☐	(d)	A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*]
☐	☐	☐	(e)	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.*]
☐	☐	☐	(f)	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.*]
☐	☑	☐	(g)	Upon a Participant becoming Disabled.
☐	N/A	N/A	(h)	As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	☐	☐	(i)	Completion of ____ months of service. [*This election is not available with respect to amounts held in a Custodial Account.*]
☐	☐	☐	(j)	Describe: ____

[***Note:*** *Unless designated otherwise under (j), 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 59 ½. 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 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).*]

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** 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 his/her 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 ____.
☐	☐	(c)	A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
☐	☐	(d)	A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.
☐	☐	(e)	Attainment of Normal Retirement Age.

Rollover	After-Tax	
☐	☐	(f) Attainment of Early Retirement Age.
☐	☐	(g) Upon a Participant becoming Disabled.
☐	☐	(h) Completion of ____ months of service.
☐	☐	(i) Describe: ______________________________

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.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $____.

☐ (d) A Participant may not take an in-service distribution of more than $____.

☐ (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

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

[*Note: This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.*]

☑ (g) Other distribution rules: The Plan does not permit distributions pursuant to the HEART Act on account of deemed severance of employment as described in section 8.03(b)(4) of the Plan.

[*Note: This subsection 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.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☐	☑	☐	(1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(4) **Describe:** ______________________________

[*Note: The Employer may elect operationally to perform interim valuations.*]

☐ (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 Plan 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 Plan.

☐ (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 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 Plan apply.

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

☐ Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: ____________________

11-4 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, 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.

11-5 **PURCHASE OF SERVICE CREDITS.** Unless the Employer elective otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

☐ Purchases of service credit shall be permitted under the Plan.

11-6 **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.

☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 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 Plan.

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

11-7 **SPECIAL RULES APPLICABLE TO PLAN MERGERS:** ____________________

[*Note: Any special rule must satisfy the applicable requirements under Code §403(b).*]

11-8 **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.)

11-9 **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. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-10 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan:

____

[*Note: All special rules must comply with the requirements applicable to Governmental Plans under Code §403(b).*]

APPENDIX A
SPECIAL EFFECTIVE DATES

☐ 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 qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan 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 a 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:

____

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 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.

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

☑ (a) Yes

☐ (b) No

If B-1 (a) is elected, loans will be provided under a separate written loan policy.

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 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.

C-1 **RESERVED**

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

☑ No

☐ Yes

☐ (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)

☐ (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.

☐ (c) Describe any special rules for accepting Rollover Contributions: ____________________

[***Note:*** *The Employer may designate in subsection (c) 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-3 **QDRO PROCEDURES.** Do the default QDRO procedures under Section 11.08 of the Plan apply?

☐ No

☑ Yes

☐ The provisions of Section 11.08 are modified as follows: ____________________

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

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _________ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. 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: 1-1-2022

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Washington Township Healthcare District Employer Matching Contributions Plan

(3) The original effective date of the plan being amended/restated: 1-1-1997

(4) If Plan is being amended, identify Adoption Agreement sections being amended: ____________________

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (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 Volume Submitter Sponsor (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 Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway L-10 Houston, TX 77019

Telephone number: 888-478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER 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. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

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 he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor 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)*

chris henry
chris henry (Mar 9, 2022 16:51 PST)
(Signature - Electronically signed)

Mar 9, 2022
(Date)

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 1-1-2022.

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.

ADDENDUM B
VENDORS OF INVESTMENT ARRANGEMENTS

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2022.

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.

A. Vendors authorized to receive contributions and, subject to the terms of the Plan, exchanges, and/or transfers:

			If Available Under the Plan and the Individual Agreement(s):	
Name of Vendor	Contact Name	Contact Phone	Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)
VALIC		1-800-448-2542	No	Yes

Note: If not otherwise specified, to the extent permitted by the Plan and the applicable Investment Arrangement, hardships and loans shall be permitted from the approved Vendors identified above.

B. Vendors included in the Plan (in accordance with applicable law) but which are not authorized to receive new contributions under the Plan:

			If Available Under the Plan and the Individual Agreement(s):		
Name of Vendor	Contact Name	Contact Phone	Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)	Exchanges and/or transfers-in permitted, subject to terms of the Plan? (Yes or No)

Note: Unless otherwise specified above, hardships and loans shall not be available from the Vendors identified in B above. In addition, unless otherwise specified above, exchanges and/or transfers to a Vendor identified in B shall not be permitted.

C. Vendors that may receive exchanges/transfers under the Plan pursuant to an information sharing agreement (never approved to receive contributions under the Plan):

Name of Vendor	Contact Name	Contact Phone

Note: With respect to exchanges and transfers generally, subject to the Plan, exchanges from all Vendors on the Appendix A are permitted to a Vendor (i) authorized to receive contributions and identified in Section A, (ii) Vendors specifically identified as approved for transfers and exchanges under Section B, or (iii) Vendors authorized to receive exchanges and/or transfers pursuant to an information sharing agreement and identified in Section C.

INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS
ELECTIVE PROVISIONS

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved 403(b) Plan Provider has Defaults as indicated by the items checked under the Provider Default column under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer does not need to execute the Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign the Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below. All elections are subject to the terms governing the applicable Investment Arrangements.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

(a) **Source accounts (not including earnings).** [**Note: Not applicable to amounts held in Custodial Accounts and to Plans sponsored by Governmental entities and certain Churches, other than NQCCOs, that are not subject to the nondiscrimination rules.*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(7) or HD-1(a)(8) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.09(e) of the Plan (Section 8.08(e) of the Retirement Income Account Plan), as amended by this interim amendment, with respect to the following sources:

☐ (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
☐ (2) *Qualified Nonelective Contribution (QNEC) Account
☐ (3) *Safe Harbor Employer Contribution Account
☐ (4) *Safe Harbor Matching Contribution Account
☐ (5) *QACA Safe Harbor Employer Contribution Account
☐ (6) *QACA Safe Harbor Matching Contribution Account
☐ (7) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (8) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ____________________

(b) **Earnings on source accounts.** [*Note: Earnings on Salary Deferrals, except for grandfathered earnings, are not available for Hardship distribution (see Section 8.09(e)(5) (Section 8.08(e)(5) for Retirement Income Account Plans).*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(1) or HD-1(b)(2) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on all available sources.

☐ (1) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (2) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ____________________

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☐ (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
☐ (c) Describe any special requirements with respect to the need to first obtain all available loans: ________
☐ (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply. ____________________

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the Hardship distribution suspension rule.)

[*Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.*]

☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.

☐ (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.

☐ Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.

☐ (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): ______________________________

☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ______________________________

HD-4 **APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS.** (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

☐ (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.

☐ (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).

☐ (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions:
____

☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ______________________________

HD-5 **OTHER APPLICABLE RULES.** Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: ______________________________

HD-6 **MEMORIALIZATION OF PRIOR OPERATION.** The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: ______________________________

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedures 2013-22 and 2019-39 and Section 14.01(a) of the Plan, this Hardship Distribution Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

Washington Township Health Care District
(Name of Employer)

____
(Name of Authorized Representative, if applicable) *(Title)*

____
(Signature) *(Date)*

EXHIBIT E

Washington Township Health Care District

VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN
ADOPTION AGREEMENT #004
For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "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 Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this 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 Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

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 and selections under the ER column apply to Employer Contributions under AA §6.

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 informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and 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 1.99 of the Plan)

☑ (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends December 31

1-5 **RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

☐ 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.*]

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** Washington Township Health Care District Tax Deferred Savings Program

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) Combination Custodial Account and Annuity Contract

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

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

2-4 **PLAN YEAR:**

☑ (a) Calendar year.

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

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

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

☐ This Plan is a frozen Plan effective _____.

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned 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 1.81 of the Plan? (See Section 16.07 of the Plan 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 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)*]

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan 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 1.28 of the Plan)

Deferral	Match	ER		
☑	☐	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
☑	☐	☐	(d)	Student Employees (as defined in Section 1.130 of the Plan)
☐	☐	☐	(e)	Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).
☐	☐	☐	(f)	Employees eligible for a governmental Code §457(b) plan
☐	☐	☐	(g)	Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer
☐	N/A	N/A	(h)	Employees whose contribution would be $200 or less
N/A	☐	☐	(i)	Other: ______________________________

[*Note: With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the 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 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 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.*]

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 under the Plan as of his/her 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 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 Plan and AA §4-3).
☐	☐	(3)	The completion of at least ____ [*cannot exceed 1,000*] Hours of Service during the first ___ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier. ☐ (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 Plan for rules regarding the application of this subsection (ii).)
☐	☐	(4)	The completion of ___ [*cannot exceed 1,000*] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]
☐	☐	(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

Match ER

(as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

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

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

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

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

☐ (D) Describe: ________________________________

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

☐ (A) ____ hours per week.

☐ (B) ____ hours per month.

☐ (C) ____ hours per year.

☐ ☐ (6) Two (2) Years of Service.

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

☐ ☐ (8) Describe eligibility conditions: ________________________________

☐ ☐ Describe eligibility conditions: ________________________________

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

Match	ER	
☐	☐	(1) There is no minimum age for Plan eligibility.
☐	☐	(2) Age 21.
☐	☐	(3) Age 20½.
☐	☐	(4) 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 his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(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.

Match	ER		
☐	☐	(f)	**The first day of the Plan Year.** [*See Section 2.03(b)(2) of the Plan for special rules that apply.*]

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		
☐	☐	(g)	**next following** satisfaction of the minimum age and service requirements.
☐	☐	(h)	**coinciding with or next following** satisfaction of the minimum age and service requirements.
☐	☐	(i)	**nearest** the satisfaction of the minimum age and service requirements.
☐	☐	(j)	**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 sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Match	ER		
☐	☐	(k)	**Describe** any special rules that apply with respect to the Entry Dates under 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 sources 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 1.68 of the Plan for the definition of Hours 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.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) 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 source, 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)	**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 to participate in the Plan. [*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.*]

Match	ER	
☐	☐	(d) **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 Plan). 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.

☐	☐	(e) **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 Plan) will be disregarded in applying the eligibility rules.

☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) 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 terminated employment.

☐	☐	(g) **Special eligibility provisions:** ______________________________

[*Note: Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan.*]

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 sources under the Plan as of his/her 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.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

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

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

☐ (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
☐ (1)	____________________	☐	☐	☐

☐ (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 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[*Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, 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 1.137(b) of the Plan.

☐ (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 1.94 of the Plan) 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, 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 1.137(c)(2) of the Plan.

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

Deferral	Match	ER		
☐	☐	☐	(a)	No exclusions.
N/A	☐	☐	(b)	Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☑	☐	☐	(c)	All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d)	Compensation above $___ is excluded.
☐	☐	☐	(e)	Amounts received as a bonus are excluded.
☐	☐	☐	(f)	Amounts received as commissions are excluded.
☐	☐	☐	(g)	Overtime payments are excluded.
☐	☐	☐	(h)	Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
☐	☐	☐	(i)	"Deemed §125 compensation" as defined in Section 1.137(d) of the Plan.
☐	☐	☐	(j)	Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
☐	☐	☐	(k)	Differential Pay (as defined in Section 1.137(e) of the Plan).
☑	☐	☐	(l)	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.*]

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 sources identified in this AA §5-4. [*If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source 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 earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
☐	☐	All compensation earned during the Plan Year will be taken into account, including

Match **ER**

compensation earned 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 Total 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 Section 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. [***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) **Outside agreements, contracts or arrangements.**

☐ (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

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

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

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

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

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

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: ____________________

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

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

☐ (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) For Years of Service between ___ and ___	___%
☐ (2) For Years of Service between ___ and ___	___%
☐ (3) For Years of Service between ___ and ___	___%
☐ (4) For Years of Service ___ 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 Plan.*]

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

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata 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 or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement 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 Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

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

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

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

☐ (A) N/A ☐ (B) $1

☐ (C) $100 ☐ (D) $1,000

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

☐ (iii) 20% of the Taxable Wage Base

[*Note: See Section 3.02(a)(1)(ii) of the Plan 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 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 his/her 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 or as a uniform dollar amount to all Participants within that allocation group.

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.

☐ (B) **Describe:** ____________________

☐ (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 Plan).

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 Plan 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:** ____________________

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 earned during the Plan Year.

☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned 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: ____________________

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, 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. 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) Describe: ______________________________

☐ (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, the following rules apply: ______________________

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

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

☐ (a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:

____

☐ (b) **Contributions of accrued sick and/or vacation leave.**

☐ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:

____

☐ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:

____

6-6 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 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.*]

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):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (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 to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06 of the Plan 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: ____

☐ (2) **Application to allocation conditions.** If this subsection 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:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment due to becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) 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 terminated 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) **Describe** any special rules governing the allocation conditions under the Plan: ________________________________

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

☐ Employees are **not** permitted to make Salary Deferrals under the Plan. [*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 Plan).

☐ Describe any Plan limitations on Salary Deferrals: ______________________________

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) 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 are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

☑ (a) **Availability of Roth Deferrals.** Roth Deferrals are 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, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

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

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

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

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

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

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

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

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

☐ (1) **Effective date.** Effective ____________, a Participant may elect to convert all or any portion of his/her 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.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

☐ If this subsection (2) is checked, 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.

[*Note: If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

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

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

☐ (i) Pre-tax Deferrals

☐ (ii) Employer Contributions

☐ (iii) Matching Contributions

☐ (iv) After-Tax Contributions

☐ (v) Rollover Contributions

☐ (vi) Mandatory Contributions

☐ (vii) Describe: ______________________________

[*Note: Any contribution sources 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 sources that are fully vested (i.e., 100% vested).

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

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

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

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

☐ (iv) Describe: ______________________________

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

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

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

[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan.*]

☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 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 Plan.*]

☐ (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 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **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.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. [*Note: A governmental Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations, which may prohibit an automatic contribution arrangement.*]

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

☐ (1) **Effective date of Automatic Contribution Arrangement.** 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 as set forth under the Employer Signature Page.*]

☐ (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.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. [*Note: Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.*]

☐ (i) **Automatic deferral percentage.**

☐ (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 of the Plan.)

☐ (A) ____% of Plan Compensation

☐ (B) $____

☐ (C) Describe: ________________________________

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

☐ (D) ____% of Plan Compensation

☐ (E) $_____

☐ (F) Describe: ________________________________

☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

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

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

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

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [*Note: See Section 3.03 of the Plan for the application of this subsection under an EACA.*]

☐ (D) Describe: ________________________________

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

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) 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), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) 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) Other date: ____________________

☐ (iv) **Special rules:** ____________________

☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)

☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03 of the Plan), the permissible withdrawal provisions under Section 3.03 of the Plan 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 of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.

☐ (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 (b) 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 or 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.

☐ (c) **Other automatic deferral provisions:** ____________________

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.*]

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).*]

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 can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

☐ (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.

☐ (2) $___ for each period designated in AA §6B-5 below.

☐ (3) ___% of Eligible Contributions made for each period designated in AA §6B-5 below. However, 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.

☐ (4) $___ for each period designated in AA §6B-5 below. However, 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.

☐ (c) **Outside agreements, contracts or arrangements.**

☐ (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

☐ (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 to ___% of Plan Compensation	___%	☐

[*Note: Employer may add additional tiers.*]

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up to $___	___%	☐
☐ (ii) Above $___	___%	☐

[*Note: 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	Matching %	Discretionary Match
☐ (1) From ___ up to ___ Years of Service	___%	☐
☐ (2) From ___ up to ___ Years of Service	___%	☐
☐ (3) From ___ up to ___ Years of Service	___%	☐
☐ (4) Years of Service equal to 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: ______

☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

(1) **Designated Employee groups.**

Group 1: ______

(2) **Matching Contribution formulas.**

☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).

☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in **Group 1** will be: ______

☐ (g) **Describe special rules for determining allocation formula:** ______

[*Note: Any special rules must relate solely to determining the allocation formula.*]

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 sources 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 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 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) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: ______________________

[*Note: If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.*]

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.

[*Note: If both (1) and (2) are selected, the limit under this subsection 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) Describe: ______________________

☐ (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:** ______________________

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: ______________________

[*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 he/she 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 Plan.)]

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) **No allocation conditions** apply with respect to Matching 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(d)):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (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 to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan 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: ____________________

☐ (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) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment as a result of becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) 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 terminated 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

☐ (f) **Describe** any special rules governing the allocation conditions under the Plan: ____________________

[*Note: Any special rules must relate solely to the allocation conditions.*]

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

____

SECTION 6C
AFTER-TAX EMPLOYEE CONTRIBUTIONS

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

☐ (a) Participants may make After-Tax Employee 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 Plan), except as limited under this AA §6C-2.

☐ (a) **Eligibility for After-Tax 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 is checked, the following limits apply to After-Tax Employee Contributions:

☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) ____% of Plan Compensation

☐ (ii) $____

for the following period:

☐ (iii) the entire Plan Year.

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

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

☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) ____% of Plan Compensation.

☐ (ii) $____.

☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, 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 designated 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).*]

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.

☐ (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 he/she 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: ______________________________

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 Plan for a description of the various vesting schedules under this AA §8-2.)

☐ (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

____% 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

ER	Match		
☐		(6)	Describe additional modifications to vesting schedule applicable to Employer Contributions: __
	☐	(7)	Describe additional modifications vesting schedule applicable to Matching Contributions: ____

[***Note:** 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 requirements.*]

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 the Employee:

☐ (a) dies while employed with the Employer

☐ (b) terminates employment due to becoming Disabled

☐ (c) reaches Early Retirement Age while employed with the Employer

☐ (d) N/A. No vesting increase applies.

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

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 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

ER	Match	
☐	☐	(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 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 designated in Section 7.04 of the Plan.
☐	☐	(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 Plan). 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.
☐	☐	(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 Plan.) ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated 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 Plan) 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 terminated employment.
☐	☐	(g) **Special rules:** ______________________

8-6 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion 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 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)	for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

☐	☐	(f)	Forfeitures may be used to pay Plan expenses.
☐	☐	(g)	Forfeitures may 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:

☐	☐	(h)	Forfeitures are not subject to any allocation conditions.
☐	☐	(i)	Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(j)	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:

☐	☐	(k)	Describe: ____ [***Note:*** *Any language added under this subsection (k) must relate solely to the treatment of forfeitures.*]

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her 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 terminated Participant 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 Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

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

☐ A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan).

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of 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 termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

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) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.

☑ (c) **Describe distribution options:** A Participant may take a partial distribution of less than their entire vested Account Balance.

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

9-2 **PARTICIPANT AND SPOUSAL CONSENT.**

☑ (a) **Participant consent.** Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.

☑ (1) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $5000 (the amount may exceed $5,000, including designating the entire vested Account Balance.)

☐ (2) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, provided the Participant's vested Account Balance exceeds $____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

☑ (c) **Describe** any special rules affecting Participant or Spousal consent: The Automatic Rollover rules apply to all Involuntary Cash-Out Distributions (including Involuntary Cash-Out Distributions less than $1,000).

[*Note: Any special rules under subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding $5,000.** A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the completion of ____ Breaks in Service.

☐ (5) the end of the calendar quarter following the date the Participant terminates employment.

☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.

☐ (7) Describe: ____________________

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

(b) **Distribution of vested Account Balances not exceeding $5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) the end of the calendar quarter following the date the Participant terminates employment.

☐ (5) Describe: ______________________________

[*Note: Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.

☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

☐ (3) **Describe:** ______________________________

[*Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

☐ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

☑ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.

☐ (3) Alternative definition of Disabled: ______________________________

[*Note: Any alternative definition must relate solely to the definition of Disabled.*]

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows:

____

(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).

☐ 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 distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[*Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.*]

SECTION 10
IN-SERVICE DISTRIBUTIONS

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her 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 source 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 59 1/2. [*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.*]
☑	☐	☐	(c)	A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan). [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*]
☐	☐	☐	(d)	A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. [***Note:*** *Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.*]
☐	☐	☐	(e)	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.*]
☐	☐	☐	(f)	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.*]
☑	☐	☐	(g)	Upon a Participant becoming Disabled.
☑	N/A	N/A	(h)	As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	☐	☐	(i)	Completion of ____ months of service. [*This election is not available with respect to amounts held in a Custodial Account.*]
☐	☐	☐	(j)	Describe: ____________________

[***Note:*** *Unless designated otherwise under (j), 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 59 ½. 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 59 ½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).*]

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** 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 his/her 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 ____.
☐	☐	(c)	A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
☐	☐	(d)	A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.
☐	☐	(e)	Attainment of Normal Retirement Age.

Rollover	After-Tax	
☐	☐	(f) Attainment of Early Retirement Age.
☐	☐	(g) Upon a Participant becoming Disabled.
☐	☐	(h) Completion of ____ months of service.
☐	☐	(i) Describe: ______________________________

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.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $____.

☐ (d) A Participant may not take an in-service distribution of more than $____.

☑ (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

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

[*Note: This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.*]

☑ (g) Other distribution rules: The Plan does not permit distributions pursuant to the HEART Act on account of deemed severance of employment as described in section 8.03(b)(4) of the Plan.

[*Note: This subsection 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.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☑	☐	☐	(1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(4) **Describe:** ______________________________

[*Note: The Employer may elect operationally to perform interim valuations.*]

☐ (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 Plan 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 Plan.

☐ (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 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 Plan apply.

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

☐ Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: ______________________________

11-4 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, 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.

11-5 **PURCHASE OF SERVICE CREDITS.** Unless the Employer elective otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

☐ Purchases of service credit shall be permitted under the Plan.

11-6 **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.

☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 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 Plan.

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

11-7 **SPECIAL RULES APPLICABLE TO PLAN MERGERS:** ______________________________

[*Note: Any special rule must satisfy the applicable requirements under Code §403(b).*]

11-8 **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.)

11-9 **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. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-10 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan:

____

[*Note: All special rules must comply with the requirements applicable to Governmental Plans under Code §403(b).*]

APPENDIX A
SPECIAL EFFECTIVE DATES

☐ 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 qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan 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 a 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:

____

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 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.

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

☑ (a) Yes

☐ (b) No

If B-1 (a) is elected, loans will be provided under a separate written loan policy.

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 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.

C-1 **RESERVED**

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

☐ No

☑ Yes

☐ (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)

☐ (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.

☐ (c) Describe any special rules for accepting Rollover Contributions: ______________________________

[*Note: The Employer may designate in subsection (c) 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-3 **QDRO PROCEDURES.** Do the default QDRO procedures under Section 11.08 of the Plan apply?

☐ No

☑ Yes

☐ The provisions of Section 11.08 are modified as follows: ______________________________

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

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _________ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. 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: 1-1-2022

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Washington Township Health Care District Tax Deferred Savings Program

(3) The original effective date of the plan being amended/restated: 1-1-1997

(4) If Plan is being amended, identify Adoption Agreement sections being amended: ____________

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (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 Volume Submitter Sponsor (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 Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway L-10 Houston, TX 77019

Telephone number: 888-478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER 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. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

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 he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor 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)*

chris henry
chris henry (Mar 9, 2022 16:51 PST)
(Signature - Electronically signed)

Mar 9, 2022
(Date)

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 1-1-2022.

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.

ADDENDUM B
VENDORS OF INVESTMENT ARRANGEMENTS

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2022.

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.

A. Vendors authorized to receive contributions and, subject to the terms of the Plan, exchanges, and/or transfers:

			If Available Under the Plan and the Individual Agreement(s):	
Name of Vendor	Contact Name	Contact Phone	Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)
VALIC		1-800-448-2542	Yes	Yes

Note: If not otherwise specified, to the extent permitted by the Plan and the applicable Investment Arrangement, hardships and loans shall be permitted from the approved Vendors identified above.

B. Vendors included in the Plan (in accordance with applicable law) but which are not authorized to receive new contributions under the Plan:

			If Available Under the Plan and the Individual Agreement(s):		
Name of Vendor	Contact Name	Contact Phone	Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)	Exchanges and/or transfers-in permitted, subject to terms of the Plan? (Yes or No)

Note: Unless otherwise specified above, hardships and loans shall not be available from the Vendors identified in B above. In addition, unless otherwise specified above, exchanges and/or transfers to a Vendor identified in B shall not be permitted.

C. Vendors that may receive exchanges/transfers under the Plan pursuant to an information sharing agreement (never approved to receive contributions under the Plan):

Name of Vendor	Contact Name	Contact Phone

Note: With respect to exchanges and transfers generally, subject to the Plan, exchanges from all Vendors on the Appendix A are permitted to a Vendor (i) authorized to receive contributions and identified in Section A, (ii) Vendors specifically identified as approved for transfers and exchanges under Section B, or (iii) Vendors authorized to receive exchanges and/or transfers pursuant to an information sharing agreement and identified in Section C.

INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS ELECTIVE PROVISIONS

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved 403(b) Plan Provider has Defaults as indicated by the items checked under the Provider Default column under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer does not need to execute the Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved 403(b) Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign the Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below. All elections are subject to the terms governing the applicable Investment Arrangements.

HD-1 **SOURCES FOR HARDSHIP DISTRIBUTIONS**

(a) **Source accounts (not including earnings).** [**Note: Not applicable to amounts held in Custodial Accounts and to Plans sponsored by Governmental entities and certain Churches, other than NQCCOs, that are not subject to the nondiscrimination rules.*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(7) or HD-1(a)(8) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.09(e) of the Plan (Section 8.08(e) of the Retirement Income Account Plan), as amended by this interim amendment, with respect to the following sources:

☑ **Default** (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
☐ (2) *Qualified Nonelective Contribution (QNEC) Account
☐ (3) *Safe Harbor Employer Contribution Account
☐ (4) *Safe Harbor Matching Contribution Account
☐ (5) *QACA Safe Harbor Employer Contribution Account
☐ (6) *QACA Safe Harbor Matching Contribution Account
☐ (7) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (8) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ____________________

(b) **Earnings on source accounts.** [*Note: Earnings on Salary Deferrals, except for grandfathered earnings, are not available for Hardship distribution (see Section 8.09(e)(5) (Section 8.08(e)(5) for Retirement Income Account Plans).*] For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(1) or HD-1(b)(2) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on all available sources.

☑ **Default** (1) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (2) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ____________________

HD-2 **NEED TO OBTAIN ALL AVAILABLE LOANS** (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
☑ **Default** (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
☐ (c) Describe any special requirements with respect to the need to first obtain all available loans: ________
☐ (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
☐ (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply. ____________________

HD-3 **SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019.** (Applicable only to Plans that were using the Hardship distribution suspension rule.)

[*Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.*]

☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.

☑ **Default** (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.

☐ Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.

☐ (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): ______________________________

☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ______________________________

HD-4 **APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS.** (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

☑ **Default** (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.

☐ (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).

☐ (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions:
____

☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: ______________________________

HD-5 **OTHER APPLICABLE RULES.** Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: ____________________

HD-6 **MEMORIALIZATION OF PRIOR OPERATION.** The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: ______________________________

APPLICATION OF AMENDMENT

Pursuant to Revenue Procedures 2013-22 and 2019-39 and Section 14.01(a) of the Plan, this Hardship Distribution Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

Washington Township Health Care District
(Name of Employer)

____
(Name of Authorized Representative, if applicable) *(Title)*

____
(Signature) *(Date)*

EXHIBIT F

Washington Township Health Care District
GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this 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 Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

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).

Note that some State and local laws may restrict the election of certain provisions under the Plan. Please check with legal counsel to assess the impact of State and local laws on the Plan.

Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions.

SECTION 1
EMPLOYER INFORMATION

1-1 **EMPLOYER INFORMATION:**

Name: Washington Township Health Care District

Address: 2000 Mowry Avenue
Fremont, California 94538

Telephone: (510) 745-6592 Fax: ______

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

1-3 **TYPE OF EMPLOYER:**

☐ (a) State: (Describe) ______

☐ (b) Political Subdivision of a State: (Describe) ______

☐ (c) Agency or Instrumentality of a State: (Describe) ______

☑ (d) Other governmental entity: (Describe) hospital district

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends December 31

1-5 **RELATED EMPLOYERS:** (optional) List any Related Employers. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

______

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** The Washington Hospital Deferred Compensation Plan

2-2 **TYPE OF PLAN:** This Plan is a Governmental 457(b) Plan.

☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the Plan).

2-3 **TYPE OF CONTRIBUTIONS: (Check all that apply.)**

☑ (a) Salary Deferral Contributions

☐ (b) Employer Matching Contributions

☐ (c) Employer Contributions

☑ (d) Rollover Contributions

2-4 **PLAN YEAR:**

☑ (a) Calendar year.

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

☐ (c) Other: ____________________

2-5 **PLAN ADMINISTRATOR:**

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

☐ (b) Name: ____________________

Address: ____________________

Telephone: ____________________

SECTION 3
ELIGIBLE EMPLOYEES

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the Plan 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.
☐	☐	☐	(b)	Collectively Bargained Employees, unless the Collective Bargaining Agreement provides otherwise.
☑	☐	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
☐	☐	☐	(d)	Employees who normally work less than ___ hours a week. (See Section 2.02(b)(3) of the Plan.)
☐	☐	☐	(e)	Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
☐	☐	☐	(f)	Part-Time Employees (as defined in Section 1.38 of the Plan)
☑	☐	☐	(g)	Seasonal Employees (as defined in Section 1.56 of the Plan)
☑	☐	☐	(h)	Temporary Employees (as defined in Section 1.59 of the Plan)
☑	☐	☐	(i)	Employees in an appointed or elected position.
☐	☐	☐	(j)	Employees paid on an hourly basis.
☐	☐	☐	(k)	Employees paid on a salaried basis.
☐	☐	☐	(l)	Other: ____________________

3-2 **INDEPENDENT CONTRACTORS:** Independent Contractors of the Employer are excluded from participation in the Plan, unless the Employer specifically elects otherwise below. If the Employer so elects, the term Employee as used in the Plan shall include the eligible Independent Contractors. Select the types of contributions for which Independent Contractors are eligible.

Deferral	Match	ER		
☐	☐	☐	(a)	Independent Contractors may participate in the Plan.
☐	☐	☐	(b)	Describe any special rules applicable to Independent Contractors: _______

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 under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	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 Plan and AA §4-3).
☐	☐	☐	(3)	The completion of ___ consecutive full calendar months of employment during which the Employee is credited with at least ____ Hours of Service or the completion of a Year of Service. [*If no minimum Hours of Service are required, insert one (1) in the second blank line.*]
☐	☐	☐	(4)	The completion of ___ Hours of Service during an Eligibility Computation Period. [*If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.*]
☐	☐	☐	(5)	Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
☐	☐	☐	(6)	Describe eligibility conditions: ______________________________
☐	☐	☐		Describe eligibility conditions: ______________________________

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

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

4-2 **ENTRY DATE:** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [***Note:*** *If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (k) for the same contribution source.*]

Deferral	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.**
☐	☐	☐	(g)	**Other:** ____

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:

Deferral	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.
N/A	☐	☐	(j)	**nearest** the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(k)	**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 sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER		
☐	☐	☐	(l)	**Describe** special rules for determining Entry Dates under the Plan: _________

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 sources 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 1.32 of the Plan for the definition of Hours 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 (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).

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 source, the default eligibility rules apply.

Deferral	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 (ECP).** The Plan will use Anniversary Years.
☐	☐	☐	(c)	**Elapsed Time method.** [*Check the same contribution source as checked in AA §4-1(a)(5) above.*] 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 to participate in the Plan. (See Section 2.03(a)(5) of the Plan.)
☐	☐	☐	(d)	**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)(4) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

If this (d) is checked, 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.

Deferral	Match	ER	
☐	☐	☐	(e) **Special eligibility provisions.** The following special eligibility provisions apply: ____________

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 sources under the Plan as of his/her Entry Date, 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.

Deferral	Match	ER	
☐	☐	☐	(a) **Automatic Eligibility.** 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 conditions: ☐ (1) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable) ☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) ☐ (3) _____ [*insert date*]
☐	☐	☐	(b) **Describe** other effective date provisions: ____________

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under (b) below.

☐ (a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer

☐ (1) ____________

☐ (b) The following special rules apply with respect 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 1.60 of the Plan for a specific definition of the various types of Total Compensation.

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[*For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.60 of the Plan) includes post-severance compensation, to the extent provided in Section 1.60(b) of the Plan. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.60(b) of the Plan.

The following amounts paid after a Participant's severance from employment are excluded from Plan 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.

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after severance of employment on account of disability, check the box below.

☐ **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 1.60(c) of the Plan.

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

Deferral	**Match**	**ER**		
☐	☐	☐	(a)	No exclusions.
N/A	☐	☐	(b)	Salary Deferrals (as defined in Section 1.54 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☑	☐	☐	(c)	All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d)	Compensation above $____ is excluded.
☐	☐	☐	(e)	Amounts received as a bonus are excluded.
☐	☐	☐	(f)	Amounts received as commissions are excluded.
☐	☐	☐	(g)	Overtime payments are excluded.
☐	☐	☐	(h)	Shift differentials are excluded.
☐	☐	☐	(i)	Exclusions as described by the applicable Collective Bargaining Agreement.
☐	☐	☐	(j)	"Deemed §125 compensation" as defined in Section 1.60(d) of the Plan.
☐	☐	☐	(k)	Amounts received after severance from employment are excluded.
☐	☐	☐	(l)	Differential Pay (as defined in Section 1.60(e) of the Plan) is excluded.
☑	☐	☐	(m)	Describe adjustments to Plan Compensation: Payment for unused accrued bona fide sick leave

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 sources identified in this AA §5-4. [*If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source 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 earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.44 of the Plan.)

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

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 Section 6A.*]

[*Note: Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 or AA §6-4, as applicable.

☐ (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.
- ☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
- ☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (c) **Service-based contribution.** The Employer will make:

- ☐ (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 selected under this (c) will be based on the following periods of service:

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: ____________________

[*Note: Any period described in subsection (6) cannot exceed a 12-month period.*]

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

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

☐ (d) **FICA Replacement Contribution** (see Section 3.08 of Plan).

☐ (1) The Employee will make the 7.5% of Plan Compensation mandatory contribution.

☐ (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.

☐ (3) The Employee will make a mandatory contribution equal to ___% of Plan Compensation and the Employer will make a mandatory contribution equal to ___% of Plan Compensation. [*Note: The combined Employer and Employee contribution must equal 7.5% of Plan Compensation.*]

☐ (e) Describe Employer Contribution formula: ____________________

6-3 **ALLOCATION FORMULA.**

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

☐ (1) a uniform percentage of Plan Compensation or

☐ (2) a uniform dollar amount

If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b). If both a discretionary and fixed Employer Contribution is selected in AA §6-2, this subsection (a) may be selected for both contribution formulas.

☐ (b) **Discretionary allocation.** The Employer Contribution under AA §6-2 will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.

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

☐ (d) **Describe other allocation method:** ____________________

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.

☐ (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.

Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation earned during the following period:

☐ (1) Plan Year quarter ☐ (2) calendar month

☐ (3) payroll period ☐ (4) Other: ___

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned 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.*]

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

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) Describe: ____________________

☐ (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, the following rules apply: ____________________

☐ (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: ____________________

6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan.

☐ (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.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.** The above allocation condition(s) will **not** apply if the Employee:

☐ (1) dies during the Plan Year.

☐ (2) terminates employment as a result of a Disability.

☐ (3) terminates employment after attainment of Normal Retirement Age.

☐ (4) Other: ______________________________

☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: ______________________________

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Are 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 under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

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

☐ (1) ___________% of Plan Compensation

☐ (2) $________________.

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

Any limit described in subsection (1) or (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) **Special limit for bonus payments.** If bonus payments are not excluded from the definition of Plan Compensation under AA §5-3, Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may use this section to impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral election.

☐ A Participant may defer up to ___% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2.

[*Note: If this (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3.*]

(c) **Deferral of sick, vacation and back pay.** Unless otherwise elected below, a Participant may elect to defer accumulated sick pay, accumulated vacation pay, or back pay if: (1) a Salary Reduction Agreement is entered into before the amount become currently available, and (2) the Participant is an Employee in the month of deferral.

☐ A Participant may NOT defer accumulated sick pay, accumulated vacation pay, or back pay.

☐ (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: ______________________________

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. __

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the Plan) 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 457 Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.03(g) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

☑ (a) **Availability of Roth Deferrals.** Roth Deferrals are 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-7 below.*]

☐ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her 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.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

☐ (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.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

☐ (1) **Effective date.** Effective ___________ [*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[*Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

(2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (c).

☐ If this subsection (c) is checked, 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 are eligible for In-Plan Roth Conversion.

[*Note: If this subsection (c) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

☐ (3) **Contribution sources.** An Employee may only elect to make an In-Plan Roth Conversion from the following sources: [*Check all contribution sources available under the Plan from which an In-Plan Roth Conversion is available.*]

☐ (i) All available sources under the Plan

☐ (ii) Pre-tax Salary Deferrals

☐ (iii) Employer Contributions

☐ (iv) Matching Contributions

☐ (v) Rollover Contributions

☐ (vi) Describe: ______

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

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

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

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

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

☐ (iv) Describe: ______

☐ (5) **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 §9-2, unless designated otherwise under this subsection (5).

Describe distribution options: ______

☐ (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: ______

6A-6 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03(c) of the Plan, unless provided otherwise under this AA §6A-6. (Note: Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.)

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

☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-6 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) ________ [*insert date*]

☐ (iii) As set forth under a prior Plan document. [***Note:*** *If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-6 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-6, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the Plan. [***Note:*** *Unless an election is made under this AA §6A-6 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the Plan.*]

☐ (i) **Automatic deferral percentage.**

☐ (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 Plan.)

☐ (A) ___% of Plan Compensation

☐ (B) $____

☐ (C) Describe: ______________________________

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

☐ (D) ___% of Plan Compensation

☐ (E) $_____

☐ (F) Describe: ______________________________

☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

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

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

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

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.

☐ (D) Describe: ______________________________

☐ (iii) **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 (iii).

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

☐ (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 (iii) 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 (iii) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **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 (iii) 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) Other date: ____________________

☐ (iv) **Special rules:** ____________________

☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire.

☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the Plan), the permissible withdrawal provisions under Section 3.03(c) of the Plan 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) of the Plan, without regard to the in-service distribution provisions selected under AA §9-2.

☐ (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 (b) 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 or 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.

☐ (c) **Other automatic deferral provisions:** ____________________

6A-7 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-7, 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. (See Section 3.03(a) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-7.

☐ (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-7, unless a later date is designated under this subsection.*]

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 7.*]

[***Note:*** *Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.*]

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-6 below.

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

☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) ____% of Salary Deferrals made for each period designated in AA §6B-5 below.

☐ (2) $____ for each period designated in AA §6B-5 below.

☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.

☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

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

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to ___% of Plan Compensation	_________%	☐
☐ (ii) From __% up to __% of Plan Compensation	_________%	☐
☐ (iii) From __% up to __% of Plan Compensation	_________%	☐
☐ (iv) From __% up to __% of Plan Compensation	_________%	☐

☐ (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to $____	_________%	☐
☐ (ii) From $____ up to $____	_________%	☐
☐ (iii) From $____ up to $____	_________%	☐
☐ (iv) Above $____	_________%	☐

☐ (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
☐ (1) From ____ up to ____ Years of Service	________%	☐
☐ (2) From ____ up to ____ Years of Service	________%	☐
☐ (3) From ____ up to ____ Years of Service	________%	☐
☐ (4) Years of Service equal to 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: ____________________

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS").** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Salary Deferrals

☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special 457 Catch-Up Contributions

☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection 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 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 §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.*]

☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: ____________________

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

☐ (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.

☐ (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:

☐ (1) ______% of Plan Compensation.

☐ (2) $____________.

☐ (3) A discretionary amount determined by the Employer.

☐ (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☐ (1) ___% of Plan Compensation.

☐ (2) $____________.

☐ (d) **Special limits:** ____________________

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 Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-3, check one of (a) – (d) below.

☐ (a) payroll period

☐ (b) Plan Year quarter

☐ (c) calendar month

☐ (d) Other: ____________________

[*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. See Section 3.04(c) of the Plan for a discussion of the "true up" requirements applicable to Matching Contributions.*]

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

☐ (a) **No allocation conditions** apply with respect to Matching 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.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.** The above allocation condition(s) will **not** apply:

☐ (1) if the Employee dies during the Plan Year.

☐ (2) if the Employee terminates employment as a result of a Disability.

☐ (3) if the Employee terminates employment after attainment of Normal Retirement Age.

☐ (4) Other: ____________________

6B-7 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: ____________________

SECTION 7
RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE:** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b), Normal Retirement Age under the Plan is:

☐ (a) Age ____ (not earlier than age 65 or later than age 70 ½).

☑ (b) The earlier of: age 65 (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan).

☐ (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.

Normal Retirement Age for Qualified Police and Firefighters (elect if applicable)

☐ (d) The earlier of: age ____ (not earlier than age 40 or later than age 70 ½).

☐ (e) The earlier of: age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(c) of the Plan).

☐ (f) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.

[***Note:*** *A Participant's Normal Retirement Age must be the same as his/her normal retirement age under any other deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.*]

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:** The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.]*

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(a) of the Plan for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
☐	☐	(a) Full and immediate vesting.
☐	☐	(b) 3-year cliff vesting schedule
☐	☐	(c) 6-year graded vesting schedule
☐	☐	(d) Modified vesting schedule ____% 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 100% after 6 Years of Service
☐	☐	(e) Other: ______________________

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

☐ (a) None, all service with the Employer counts for vesting purposes.

☐ (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the Plan for rules regarding Predecessor Service.)

☐ (c) Service completed before the Employee's ____ birthday is excluded.

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

☐ (a) dies.

☐ (b) terminates employment due to becoming Disabled.

☐ (c) Other: _

☐ (d) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **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.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

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

ER	Match	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ *[must be less than 1,000]* Hours of Service during a Vesting Computation Period.
☐	☐	(b) **Vesting Computation Period.** Instead of the Plan Year, the Vesting Computation Period is: ☐ (1) The 12-month period beginning with the anniversary of the Employee's date of hire. ☐ (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.** Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.)

ER	Match	
☐	☐	(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 Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked.

If this (d) is checked, 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.

8-6 **ALLOCATION OF FORFEITURES.** Any forfeitures occurring during a Plan Year will be:

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 and/or Matching Contributions.

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

ER	Match	
☐	☐	(d) for the Plan Year in which the forfeiture occurs.
☐	☐	(e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

ER	Match	
☐	☐	(f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the Plan.)
☐	☐	(g) Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

ER	Match	
☐	☐	(h) Forfeitures are not subject to any allocation conditions.
☐	☐	(i) Forfeitures are subject to a last day of employment allocation condition.
☐	☐	(j) 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:

ER	Match	
☐	☐	(k) Describe: ______________________________

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

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

☐ The forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-5(a)) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

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

☐ A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

8-8 **SPECIAL VESTING RULES.**

ER	Match	
☐	☐	**Special vesting provisions:** ____________________

SECTION 9
DISTRIBUTION PROVISIONS

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

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of his/her entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

☑ (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.

☐ **(1) Minimum distribution amount.** A Participant may not take a partial lump sum distribution of less than $____.

☑ (b) **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).

☐ (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

☑ (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity.

☐ (e) **Describe:** ____________________

[*Note: Any additional distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-2 **IN-SERVICE DISTRIBUTIONS.**

☑ (a) **Distribution events.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral	Match	ER	
☐	☐	☐	(1) No in-service distributions are permitted.
☑	☐	☐	(2) The attainment of age 70½.
☑	☐	☐	(3) The occurrence of an Unforeseeable Emergency.

☐ (b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):

☐ (1) No in-service distributions are permitted.

☐ (2) The attainment of age 70½.

☐ (3) The occurrence of an Unforeseeable Emergency.

☐ (4) Describe: ____________________

☑ (c) **Distribution of Smaller Amounts**

☐ (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the Plan.

☑ (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the Plan.

☐ (3) Special rules applicable to the distribution of smaller amounts: ____________________

9-3 **SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.**

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.

☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $____.

☐ (d) If a distribution is permitted upon the occurrence of an Unforeseeable Emergency in AA §9-2 above, a Participant may take such a distribution after termination of employment.

☐ (e) Describe any special in-service distribution rules: ____________________

9-4 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

(a) **Distribution of vested Account Balances exceeding $5,000.** A Participant who terminates employment with a vested Account Balance exceeding $5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) Describe: ____________________

(b) **Distribution of vested Account Balances not exceeding $5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed $5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) Describe: ____________________

9-5 **PARTICIPANT AND SPOUSAL CONSENT.**

(a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of $5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-5. If a Participant's vested Account Balance exceeds $5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-5.

☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(a) of the Plan for special rules upon Plan termination.)

☑ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $5,000____.

☑ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.09(f) of the Plan do not apply to any Involuntary Cash-Out Distribution below $1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below $1,000).

☐ (4) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (4), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 8.09(f) of the Plan. If this subsection (4) is checked, Rollover Contributions are included for purposes of applying the Plan's distribution rules.

(b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b).

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, if the Participant's vested Account Balance exceeds $____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

☐ (c) **Describe** any special rules affecting Participant or Spousal consent: ____________________

9-6 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 8.05 of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.05 of the Plan are modified as follows: ______________________________

(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).

☐ 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 distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her 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 8.05 of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

*[**Note:** Section 8.05 of the Plan 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 8.05 of the Plan.]*

9-7 **QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.**

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after separation from service, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the Plan.)

☐ If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 **SPECIAL DISTRIBUTION RULES.**

☐ **Describe any additional distribution options or rules:** ______________________________

SECTION 10
MISCELLANEOUS PROVISIONS

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☑	☐	☐	(a) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(b) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(c) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(d) **Describe:** ______________

*[**Note:** The Employer may elect operationally to perform interim valuations.]*

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: ______________________________

10-3 **HEART ACT PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the Plan do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the Plan, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

10-4 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: ______________________________

APPENDIX A
SPECIAL EFFECTIVE DATES

☐ 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 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

____

☐ A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

____

☐ A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

____

☐ A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

____

☐ A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

____

☐ A-12 **Other special effective dates:**

____

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 Agreement by substituting an updated Appendix B with new elections.

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

☑ (a) Yes

☐ (b) No

B-2 **LOAN PROCEDURES.**

☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.

☑ (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.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

☐ A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan 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 to allow loans 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 equal to the greater of $10,000 or 50% of the Participant's vested Account Balance. [*If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan 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.

☐ (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 Plan 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 $___________.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan 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) 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 Plan 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, complete this AA §B-8.

☐ A Participant may only receive a Participant loan under the following circumstances: ___________________________

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

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

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

☐ 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-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.

☐ (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).

☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10 of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of 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 termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

☐ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

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

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

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

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

☐ Participant loans will not be available from the following contribution sources: ______________________________

B-16 **SPOUSAL CONSENT**. Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.

☐ Spousal consent is required to receive a Participant loan.

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

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

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

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- ☐ (a) No
- ☑ (b) Yes
- ☐ (c) Describe any special rules for accepting Rollover Contributions: ______

C-2 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.06 of the Plan apply?

- ☐ (a) No
- ☑ (b) Yes

C-3 **SELF-DIRECTED INVESTMENTS.** Are Participants permitted to direct investments?

- ☐ (a) No
- ☑ (b) Yes

  Specify Accounts:

  - ☑ (1) All Accounts
  - ☐ (2) Pre-Tax Salary Deferral Account
  - ☐ (3) Roth Deferral Account
  - ☐ (4) Matching Contribution Account
  - ☐ (5) Employer Contribution Account
  - ☐ (6) Rollover Contributions Account
  - ☐ (7) Other: ______
- ☐ (c) Describe any special rules that apply for purposes of direction of investments: ______

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective ______________________ [*insert Effective Date of Plan*].

☑ (b) The **restatement** of an existing plan, effective 1-1-2022 ______________________ [*insert Effective Date of Plan*].

(1) Name of Plan(s) being restated: The Washington Hospital Deferred Compensation Plan

(2) The original effective date of the plan(s) being restated: 10-8-1997

☐ (c) An **amendment** of the Plan. If this Plan is being amended, 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) Identify the section(s) of the Adoption Agreement being amended: ______________________

(2) Effective Date(s) of such changes: ______________________

[*Note: It is recommended that the Employer consult with legal counsel before executing this Agreement.*]

Washington Township Health Care District
(Name of Employer)

____
(Name of authorized representative) *(Title)*

Christopher N. Henry
Christopher N. Henry (Oct 11, 2022 09:57 PDT)
(Signature - Electronically signed)

Oct 11, 2022
(Date)

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, state and local law requirements.

Employers who want the Internal Revenue Service to review their 457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2015-1 (or annual successor Revenue Procedure) for details. The IRS does not maintain a pre-approved plan program or a determination letter program for 457(b) plans.

TRUSTEE DECLARATION

Effective date of Trustee Declaration: 1-1-2022

Trustee Investment Powers

☐ (a) **Discretionary**

☐ (b) **Nondiscretionary**

☑ (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts (see Section 12.12 of Plan)

☐ (d) **Determined under a separate trust agreement.**

Name of Trustee: ______

Title of Trust Agreement: ______

Address: ______

Description of any special Trustee powers: ______

RESOLUTION NO. 1286

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT APPROVING AN AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTH CARE DISTRICT EMPLOYER MATCHING CONTRIBUTIONS 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 ("the Plan"), and

WHEREAS, the Plan was amended and restated effective as of March 9, 2022, and

WHEREAS, the Plan was restated using an Internal Revenue Service approved "Volume Submitter" form of plan document, which would allow Corebridge Financial, the District's retirement plan service provider, to perform its administrative functions efficiently and cost-effectively, and

WHEREAS, it has been determined that the Plan should be amended to: (i) clarify the calculation of hours of service for non-benefitted employees; and (ii) incorporate by reference and conform to the Plan the terms of the collective bargaining agreements to the extent the agreements apply to the terms of the Plan;

NOW THEREFORE, be it resolved that:

1. The Board hereby approves the Amendment to the Washington Township Health Care District Employer Matching Contributions Plan, attached hereto as Exhibit A, effective on July 1, 2026.

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.

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 24th day of June, 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

AMENDMENT TO THE WASHINGTON TOWNSHIP HEALTHCARE DISTRICT EMPLOYER MATCHING CONTRIBUTIONS PLAN ("the Plan")

WHEREAS, Washington Township Health Care District (the "Employer") maintains the Washington Township Healthcare District Employer Matching Contributions Plan (the "Plan") for its employees;

WHEREAS, Washington Township Health Care District has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Washington Township Healthcare District Employer Matching Contributions Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the Washington Township Healthcare District Employer Matching Contributions Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 7-1-2026.

1. The Adoption Agreement is amended to read:

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 sources 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 1.68 of the Plan for the definition of Hours 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.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) 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 source, 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)	**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 to participate in the Plan. [***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.*]

Match	ER	
☐	☐	(d) **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 Plan). 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.
☐	☐	(e) **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 Plan) will be disregarded in applying the eligibility rules. ☐ The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
☐	☐	(f) **One-Year Break in Service rule applies.** The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) 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 terminated employment.
☑	☐	(g) **Special eligibility provisions:** Hours of Service as an Employee other than as an Eligible Employee shall not be taken into account. [***Note:*** *Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan.*]

2. The Adoption Agreement is amended to read:

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 can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

☐ (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.

☐ (2) $____ for each period designated in AA §6B-5 below.

☐ (3) ____% of Eligible Contributions made for each period designated in AA §6B-5 below. However, 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.

☐ (4) $____ for each period designated in AA §6B-5 below. However, 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.

☑ (c) **Outside agreements, contracts or arrangements.**

☑ (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☑ (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).

☐ (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 to ___% of Plan Compensation	___%	☐

[***Note:*** *Employer may add additional tiers.*]

☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
☐ (i) Up to $___	___%	☐
☐ (ii) Above $___	___%	☐

[***Note:*** *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	Matching %	Discretionary Match
☐ (1) From ____ up to ___ Years of Service	___%	☐
☐ (2) From ____ up to ___ Years of Service	___%	☐
☐ (3) From ____ up to ____ Years of Service	___%	☐
☐ (4) Years of Service equal to 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: ______________________________

☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

(1) **Designated Employee groups.**

Group 1: ______________________________

(2) **Matching Contribution formulas.**

☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).

☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in **Group 1** will be: ______________________________

☐ (g) **Describe special rules for determining allocation formula:** ______________________________

[***Note:*** *Any special rules must relate solely to determining the allocation formula.*]

3. The Adoption Agreement is amended to read:

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) **No allocation conditions** apply with respect to Matching 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) 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(d)):

☐ (A) Monthly ☐ (B) Weekly

☐ (C) Daily ☐ (D) Semi-monthly

☐ (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 to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan 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: starting on the first payroll period and ending on the last day of the payroll period each 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: Hours of Service as an Employee other than as an Eligible Employee shall not be taken into account.

[***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:

☐ (i) dies during the Plan Year.

☐ (ii) terminates employment as a result of becoming Disabled.

☐ (iii) terminates employment after attaining Normal Retirement Age.

☐ (iv) terminates employment after attaining Early Retirement Age.

☐ (v) 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 terminated 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

☐ (f) **Describe** any special rules governing the allocation conditions under the Plan: ________________________________

[***Note:*** *Any special rules must relate solely to the allocation conditions.*]

4. The Adoption Agreement is amended to read:

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: Hours of Service as an Employee other than as an Eligible Employee shall not be taken into account.

EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _________ [*insert Effective Date of Plan*]. [***Note:*** *Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]

☑ (b) An **amendment or restatement** of the Plan. 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: 7-1-2026

[***Note:*** *Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.*]

(2) Name of plan being amended/restated: Washington Township Healthcare District Employer Matching Contributions Plan

(3) The original effective date of the plan being amended/restated: 1-1-1997

(4) If Plan is being amended, identify Adoption Agreement sections being amended: §4-3(g), §6B-2(c), §6B-7(d)(2), and §8-3(c)

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (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 Volume Submitter Sponsor (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 Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company

Address: 2929 Allen Parkway, L-8, Houston, TX 77019

Telephone number: 1 (888) 478-7020

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER 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. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

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 he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor 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)

Kimberly Hartz — CEO
(Name of authorized representative) — *(Title)*

____
(Signature) — *(Date)*

RESOLUTION NO. 1287

RESOLUTION OF THE BOARD OF DIRECTORS OF WASHINGTON TOWNSHIP HEALTH CARE DISTRICT TO GRANT AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE TECHNICAL, ADMINISTRATIVE AMENDMENTS TO PENSION PLANS AND TO AUTHORIZE DESIGNATED STAFF MEMBERS TO EXECUTE SUCH AMENDMENTS AND TO PROVIDE ROUTINE ADMINISTRATIVE APPROVALS NECESSARY FOR DAY-TO-DAY PLAN ADMINISTRATION

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;

WHEREAS, the District has engaged Corebridge Financial to serve as the District's retirement plan service provider, and

WHEREAS, the ongoing administration of the Plans administered by Corebridge requires regular operational approvals and the timely execution of documents necessary to maintain efficient and compliant plan administration. These include updates to the plan documents so that they remain consistent with changes in applicable law, regulatory requirements, and administrative guidance. Such updates may be required periodically, including on an annual basis, and are generally technical or administrative in nature.

WHEREAS, for efficiency and timely execution of plan documents, it is in the best interest of the District that the Board authorize the Chief Executive Officer to execute plan amendments that are technical, administrative, or legally required; to designate appropriate senior staff members, in her discretion, to execute such amendments when appropriate; and to designate other qualified staff members to provide the routine day-to-day approvals necessary for the efficient administration of the Plans;

NOW, THEREFORE, be it resolved that:

1. The Chief Executive Officer is hereby authorized to execute plan amendments that are technical, administrative, or legally required; to designate, in her discretion, appropriate senior staff members to execute such amendments when appropriate; and to designate other qualified staff members to provide the routine day-to-day approvals necessary for the efficient administration of the Plans.

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

Passed and adopted by the Board of Directors of the Washington Township Health Care District this 24th day of June 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 Health

MEMORANDUM

Date: June 19, 2026

To: Washington Township Health Care District Board of Directors

From: Paul Kozachenko, Legal Counsel

Subject: Recommendation to Approve Administrative Policy for Measure B Parcel Tax Administration

We recommend that the Board approve the Administrative Policy governing administration of the Measure B parcel tax and authorizing the District's retained Administrator (SCI Consulting Group) to carry out day-to-day administration activities on the District's behalf. Adoption will formalize procedures for levy calculation, exemptions, appeals, tax roll submission, and fiscal accountability, aligning District practice with the Measure B ordinance and state law, and leveraging SCI's technical capacity and established processes.

Background

- Voters approved Measure B, the Medical Emergency and Life Saving Care Funding Act, at the November 4, 2025 special election.
- The District engaged SCI Consulting Group to provide parcel tax levy administration services, including preparation of annual levy resolutions, coordination with Alameda County, taxpayer support, management of appeals, and preparation of annual reports.

The Administrative Policy will cover the following consistent with the language of Measure B:

- Calculation of the amount of tax: $0.05 per square foot of structural improvements, with a $7,500 per-parcel cap and a CPI-U adjustment at Board discretion beginning in the second fiscal year.
- Building square footage methodology: the use of Assessor data as the primary source, with documented supplemental research (e.g., aerial imagery, third-party data, site verification, and permit records) where data is incomplete or inaccurate.
- Appeals and corrections: A defined appeal process for owners contesting square footage, rate application, cap, exemption status, or other levy elements; obligation to pay during appeal; and refund processing where warranted.
- Other related administrative actions related to Parcel Tax Administration.

The Administrative Policy is necessary for legal compliance and clarity. The policy operationalizes Measure B and applicable state requirements by establishing clear rules for levy calculation, CPI adjustments, collections, audits, and reporting. It provides an appeal framework that protects due process while maintaining revenue continuity.

In addition, the policy requires a separate fund, independent audits, and annual public reporting, and anticipates Administrator-prepared materials to support the Board's annual levy resolution, all of which promote oversight and public confidence.

2000 Mowry Avenue
Fremont, CA 94538
510.797.1111

www.washingtonhealth.com

Washington Health

Finally, the Administrative Policy minimizes staff burden and ensures continuity. SCI will prepare agendas and materials for the Board’s annual levy actions and coordinate directly with the County, reducing workload on District staff while maintaining schedule discipline around the County’s August filing deadline.

Recommended action:

Approve the Administrative Policy for Measure B Parcel Tax Administration and authorize the Administrator, SCI Consulting Group, to implement the policy on the District’s behalf, including levy calculations, tax roll submission, taxpayer support, appeals management, and annual reporting consistent with the policy and Measure B.

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Administrative Policy

Measure B Parcel Tax

Washington Township Health Care District

Washington Health

Prepared By:

SCIConsultingGroup
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

Table of Contents

Section 1. Authority and Purpose

This Administrative Policy ("Policy") is adopted by the Board of Directors ("Board") of the Washington Township Health Care District ("District") to govern the administration, collection, and oversight of the Special Parcel Tax authorized by Measure B, the "Medical Emergency and Life Saving Care Funding Act," approved by a majority of the voters of the District at a special election held on November 4, 2025.

This Policy sets forth procedures for the annual levy calculation, exemption and appeal administration, tax roll preparation and submission to the County of Alameda, and the fiscal accountability and reporting requirements of state law and the ordinance.

Section 2. Definitions

The following definitions apply to this Policy and supplement those in Section 4 of the Measure B ordinance:

(a) **"Taxable Parcel"** means a Parcel that is not exempt from ad valorem property taxes pursuant to any provision of state or federal law.

(b) **"Board of Directors"** or **"Board"** means the Board of Directors of the Washington Township Health Care District.

(c) **"District"** means the Washington Township Health Care District.

(d) **"Parcel"** means a lot, unit, or plot of real property having identified boundaries and an identified owner that is within the boundaries of the District and is documented for property tax purposes and given an assessor's parcel number by the Alameda County Assessor.

(e) **"Special Parcel Tax"** means the tax imposed by Section 5 of the Measure B ordinance.

(f) **"Structural Improvements"** means the square footage of building floor area on a parcel, as defined in Section 4(e) of the Measure B ordinance. May also be referred to as "building square feet."

(g) **"Administrator"** means the individual or firm retained by the District to administer the Measure B parcel tax.

(h) **"County"** means the County of Alameda, California.

(i) **"Assessor"** means the Alameda County Assessor's Office.

(j) **"Levy Date"** means July 1 of each Fiscal Year, the date on which the Special Parcel Tax is imposed.

(k) **"Fiscal Year"** means the period beginning July 1 and ending June 30 of the following calendar year.

(l) **"Secured Roll"** means the portion of the assessment roll containing parcels of real property that are secured by a lien, maintained by the Alameda County Tax Collector.

(m) **"CPI Adjustment"** means the annual adjustment to the amount of the Special Parcel Tax authorized by Section 5(e) of the Measure B ordinance, based on the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward statistical area, as reported by the United States Bureau of Labor Statistics.

Section 3. Amount and Basis of Tax

3.1 Tax Rate

Each Taxable Parcel within the District is subject to the Special Parcel Tax at the rate of $0.05 per square foot of Structural Improvements, not to exceed $7,500 per parcel, commencing with the first full Fiscal Year after enactment of Measure B.

3.2 Levy Date and Assessment

The tax is imposed as of July 1 of each Fiscal Year on the person who owns the parcel on that date. If the owner is exempt from taxation by law, the tax is assessed on the holder of the possessory interest, unless that holder is also exempt.

3.3 Building Square Footage Determination

To determine the square footage of the building floor area on a parcel, the Administrator will include square footage located in any structure having a roof supported by columns or by walls and designed for the shelter or housing of any person or property of any kind. The word “building” includes the word “structure” and encompasses, without limitation, all residential, commercial, and industrial structures.

The Administrator shall use building square footage data maintained by the Alameda County Assessor’s Office as the primary source. Where the Assessor’s data is incomplete, missing, or demonstrably inaccurate, the Administrator shall conduct supplementary research using one or more of the following:

(a) Aerial imagery analysis and geographic information systems (GIS) tools, **(b)** third-party building data providers, **(c)** site visits and field verification, as warranted, or **(d)** building permit records and other public records maintained by the applicable local jurisdiction.

The Administrator shall document all supplementary research and the basis for any square footage determination that departs from the Assessor’s data. The Administrator shall review the current lien roll at least twice annually to identify parcels requiring updated square footage research, including new construction and parcels with data discrepancies.

A property owner who believes the square footage used to calculate the tax is incorrect may file an appeal under Section 8 of this Policy.

3.4 Annual CPI Adjustment

Beginning with the second Fiscal Year of the tax, the Board may adjust the tax amount annually in accordance with the CPI-U for the San Francisco-Oakland-Hayward area, as authorized by Section 5(e) of the ordinance. Any adjustment must be adopted at a noticed public meeting before the final tax roll is submitted to the County.

The Administrator shall calculate the proposed CPI-adjusted amount and present it to the Board with supporting data. The decision to implement a CPI adjustment is discretionary, and the Board’s action shall be reflected in its minutes. No adjustment shall exceed the amount authorized by Section 5(e) of the ordinance.

3.5 Maximum Parcel Tax Cap

No parcel shall be levied more than $7,500 in any Fiscal Year, regardless of total building square footage. (Ordinance, § 5(a).) The Administrator shall apply this cap when calculating final levies.

Section 4. Exemptions

4.1 Statutory Exemptions

The tax shall not be imposed on any parcel that is exempt from ad valorem property taxes under state or federal law. Each Fiscal Year, the Administrator shall identify all such exempt parcels within the District and exclude them from the Measure B tax roll.

Certain low-value parcels in Alameda County do not receive a secured property tax bill. Because the Special Parcel Tax is collected through the Secured Roll, these parcels are excluded from the Measure B tax roll as a matter of County collection procedure.

4.2 Public Property

Public property exempt from ad valorem taxes is also exempt from the Measure B tax. However, where a taxable possessory interest exists on public property, the tax applies to that interest regardless of whether the underlying fee is separately subject to ad valorem taxes.

4.3 No Senior or Income-Based Exemptions

Measure B does not authorize a senior exemption, SSI exemption, or any other age- or income-based exemption. The sole exemption is the statutory exemption described in Section 4.1.

Section 5. Method of Collection

5.1 Collection by County Tax Collector

The tax is collected on the Secured Roll in the same manner and at the same time as ad valorem property taxes, under an agreement between the District and the County. All County laws and procedures governing due dates, installments, corrections, appeals, cancellations, refunds, penalties, liens, and collections for Secured Roll taxes apply to the Special Parcel Tax.

5.2 Tax Roll Preparation and Submission

The Administrator shall prepare the annual tax roll and submit it to the Alameda County Auditor-Controller via the Special Assessments Web Portal, no later than the County's filing deadline (typically August 10). The submission must conform to County formatting and documentation requirements.

The Secured Roll tax bill is the only notice required for the collection of the tax.

5.3 Disbursement Schedule

The County disburses parcel tax revenue on its standard property tax apportionment schedule, generally corresponding to the first and second installment collection periods.

Section 6. Authorized Expenditures and Use of Funds

6.1 Permissible Uses

Tax proceeds shall be used solely for the purposes set forth in Section 7 of the ordinance, including but not limited to funding the continued operation of Washington Hospital and other District health care facilities, including trauma equipment, disaster preparedness, emergency department operations, medical technology, healthcare provider costs, ambulatory services, urgent care clinics, and outpatient health centers.

6.2 Prohibition on Other Uses

No proceeds shall be spent for purposes outside Section 7 of the ordinance. All expenditures are subject to Board approval through the District's standard budget process.

Section 7. Fiscal Accountability and Oversight

7.1 Separate Fund

Tax proceeds shall be deposited into a designated account created for this purpose, as required by Section 6 of the ordinance and Government Code Section 50075.1(c). The District's Chief Financial Officer shall maintain this as a separate account with all Measure B revenues and expenditures clearly identified.

7.2 Independent Annual Audit

Expenditure of tax proceeds is subject to annual independent audit under Government Code Section 26909 or any other independent audit, as required by Section 9(a) of the ordinance. The audit shall examine whether Measure B funds were spent for the authorized purposes.

7.3 Annual Report and Public Presentation

Under Government Code Section 50075.3 and Section 9(b) of the ordinance, the District's Chief Financial Officer shall file an annual report with the Board, prepared by SCI Consulting Group and based on the independent audit, containing:

- **(1)** The amount of funds collected and expended pursuant to the Measure B ordinance.
- **(2)** The status of any project required or authorized to be funded by the Measure B ordinance.

The report shall be filed within the timeline required by Government Code Section 50075.3 and presented to the Board at a public meeting, as required by Section 9(c) of the ordinance.

Section 8. Appeals and Corrections

8.1 Right to Appeal

A property owner who believes the Measure B levy on their parcel has been calculated in error may appeal to the District. Grounds for appeal include the square footage determination, application of the tax rate or cap, exemption status, or any other aspect of the levy calculation.

8.2 Filing an Appeal

Appeals must be submitted in writing using the Measure B Parcel Tax Correction/Appeal Application, available from the Administrator or the District. The application must include the owner’s name, parcel number, contact information, the basis for the appeal, and any supporting documentation.

8.3 Appeals of Building Square Footage

Where the levy was based on Assessor data, the property owner is encouraged to file a Property Characteristic Change Form with the Assessor’s Office. The District will also accept appeals supported by building permits, professional appraisals, architectural plans, or independent measurements. Where the Administrator used supplementary research under Section 3.3, the owner may appeal directly to the District with alternative documentation.

8.4 Obligation to Pay During Appeal

Filing an appeal does not suspend the obligation to pay. Property owners should pay the full assessed amount to avoid default. If an appeal is granted, the District will process a refund.

8.5 Resolution of Appeals

The Administrator shall review the appeal, research the parcel data, and present findings to the District. The District's designated representative(s) shall review the appeal based on the information presented by the property owner and the Administrator, and shall issue a written determination. The determination of the District's designated representative is the final administrative determination. Nothing in this Policy limits any right of judicial review under applicable law.

8.6 Refunds

Where an appeal results in a correction, the Administrator shall coordinate with the County to process any refund due. The District may set annual deadlines for appeal submissions and refund processing.

Section 9. Amendment of Policy

The Board may amend this Policy from time to time as needed to reflect changes in County procedures, state law, or District operations. Any amendment to this Policy must remain consistent with the Measure B ordinance.

Section 10. Term of the Special Parcel Tax

The Special Parcel Tax remains in effect for twelve (12) years from the effective date of the ordinance. (Ordinance, § 10.) Upon expiration, the tax ceases unless reauthorized by the voters.

ADOPTED by the Board of Directors of the Washington Township Health Care District at a regular meeting held on _______________, 2026.

____
___________________________, President
Board of Directors, Washington Township Health Care District

____
___________________________, Secretary
Board of Directors, Washington Township Health Care District

ATTEST:

____
District Clerk