

**Equitable Financial Life Insurance Company  
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: Harlem Consolidated School District 122

Address: 8605 North Second Street  
Machesney Park, IL 61115

Telephone: (815) 654-4500 Fax: \_\_\_\_\_

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN):** 36-6005746

**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) Public School District

**1-4 EMPLOYER'S TAX YEAR END:** The Employer's tax year ends 06/30

**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:** Harlem Consolidated School District 122 457(b) 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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees, unless the Collective Bargaining Agreement provides otherwise.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Employees who normally work less than ____ hours a week. (See Section 2.02(b)(3) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Part-Time Employees (as defined in Section 1.38 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Seasonal Employees (as defined in Section 1.56 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Temporary Employees (as defined in Section 1.59 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Employees in an appointed or elected position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Employees paid on an hourly basis.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees paid on a salaried basis.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Independent Contractors may participate in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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. <i>[If no minimum Hours of Service are required, insert one (1) in the second blank line.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ___ Hours of Service during an Eligibility Computation Period. <i>[If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(6) Describe eligibility conditions: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum age for Plan eligibility.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Age 21.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Immediate.</b> The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Semi-annual.</b> The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Monthly.</b> The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) <b>Payroll period.</b> The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>The first day of the Plan Year.</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) <b>Other:</b> _____

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                       |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) <b>next following</b> satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements. |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (j) <b>nearest</b> the satisfaction of the minimum age and service requirements.                       |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (k) <b>preceding</b> 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                       |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) <b>Describe</b> 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                       |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> 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.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period (ECP).</b> The Plan will use Anniversary Years.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time method.</b> [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.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> 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: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (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.</li> </ul> <p>If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> </ul> |

**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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(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.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Shift differentials are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Exclusions as described by the applicable Collective Bargaining Agreement.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) “Deemed §125 compensation” as defined in Section 1.60(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Amounts received after severance from employment are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Differential Pay (as defined in Section 1.60(e) of the Plan) is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Describe adjustments to Plan Compensation: _____

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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 amountIf 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 4-1-2022 \_\_\_\_\_ [*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
<input type="checkbox"/> (i) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (ii) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iii) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iv) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

- (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
<input type="checkbox"/> (i) Up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (ii) From \$___ up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iii) From \$___ up to \$___	_____%	<input type="checkbox"/>
<input type="checkbox"/> (iv) Above \$___	_____%	<input type="checkbox"/>

- (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
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____ %	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____ %	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____ %	<input type="checkbox"/>
<input type="checkbox"/> (4) Years of Service equal to and above __	_____ %	<input type="checkbox"/>

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 \_\_\_\_ (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	
<input type="checkbox"/>	<input type="checkbox"/>	(a) Full and immediate vesting.
<input type="checkbox"/>	<input type="checkbox"/>	(b) 3-year cliff vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(c) 6-year graded vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(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
<input type="checkbox"/>	<input type="checkbox"/>	(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	
<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Year of Service.</b> 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.
<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Vesting Computation Period.</b> Instead of the Plan Year, the Vesting Computation Period is:
		<input type="checkbox"/> (1) The 12-month period beginning with the anniversary of the Employee's date of hire.
		<input type="checkbox"/> (2) Describe: _____
		<i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Elapsed Time Method.</b> Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.)

- | ER                       | Match                    |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> 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:<br><input type="checkbox"/> (1) All Employees.<br><input type="checkbox"/> (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.<br>If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.<br><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.<br><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.<br><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.<br><input type="checkbox"/> (6) <b>Semi-monthly.</b> 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                    |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. <i>[Do not complete the rest of this AA §8-6.]</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions.                                     |

For purposes of subsection (b) or (c), forfeitures will be applied:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                         |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

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

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (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.

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (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:

- |                          |                          |                     |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (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).
- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 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).
- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 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:** All forms of distributions available under each funding vehicle.

*[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	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The attainment of age 70½.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(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 \$ \_\_\_\_.
  - (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	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Monthly.</b> The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Quarterly.</b> The Plan is valued at the end of each Plan Year quarter.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Describe:</b> <u>Dates determined by the investment providers under the plan.</u> _____

*[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: the loan interest rate is determined by the applicable investment arrangement(s) from which the loan proceeds are derived. If said investment arrangement(s) do not specify a loan interest rate, the loan interest rate will be the prime interest rate plus 1 percentage point.

*[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 4-1-2022 \_\_\_\_\_ [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: \_\_\_\_\_
- (2) Effective Date(s) of such changes: \_\_\_\_\_

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

Harlem Consolidated School District 122  
(Name of Employer)

Joshua Aurand  
(Name of authorized representative)

Assistant Superintendent  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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:** 2-25-2022

**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:** \_\_\_\_\_


**REGISTRATION OF DOCUMENT USE**

Plan Name: Harlem Consolidated School District 122 457(b) Plan

Equitable Financial Life Insurance Company (Equitable) has provided a specimen 457(b) document. The employer agrees this plan document may be used only in conjunction with the continued use of an Equitable retirement product and a service arrangement between the employer and Equitable (or its affiliate) pursuant to a separate document.

Upon the termination of Service Recordkeeping Agreement with Equitable and the transfer of the Plan assets to another provider, the Plan Sponsor shall promptly cease using the Plan documents provided by Equitable. Upon discontinuance the employer, not Equitable, will be responsible for ensuring all interim amendments and restatements are addressed as necessary.

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. The IRS has not reviewed nor approved this document as a pre-approved plan document. This document and its elections should be reviewed with the Plan Sponsor's legal counsel.

For Equitable: 

[**Note:** This Adoption Agreement must be signed by an authorized representative of Equitable. For this purpose, an Equitable agent is **not** an authorized representative of Equitable.]