

**LANCASTER COUNTY, NEBRASKA EMPLOYEES RETIREMENT PLAN**

**ADOPTED USING**

**PDS PREMIER™ GOVERNMENTAL VOLUME SUBMITTER 401(A) PLAN  
ADOPTION AGREEMENT NO. 001**

**WITH**

**BASE PLAN DOCUMENT NO. 02**

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# LANCASTER COUNTY, NEBRASKA EMPLOYEES RETIREMENT PLAN

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ADOPTION AGREEMENT NO. 001 WITH BASE PLAN DOCUMENT NO. 02

## SECTION 1. SERVICE PROVIDER INFORMATION

### 1.1 SERVICE PROVIDER'S NAME AND ADDRESS

Name: Prudential Retirement Insurance and Annuity Company  
Address: 280 Trumbull Street  
Hartford, CT 06103

## SECTION 2. EMPLOYER INFORMATION

### 2.1 EMPLOYER NAME, ADDRESS, PHONE NUMBER, AND EMPLOYER IDENTIFICATION NUMBER (EIN)

Name: Lancaster County, Nebraska  
Address: 555 S. 10th County-City Building  
Lincoln, Nebraska 68508  
Phone: (402) 441-7447  
EIN: 47-6006482

### 2.2 EMPLOYER'S FISCAL YEAR means the 12-consecutive month period:

- a.  Beginning on July 1st (month day, e.g., January 1st).  
b.  Other: \_\_\_\_\_ (must be the period used for IRS reporting purposes)

### 2.3 TYPE OF ENTITY

- a.  Rural cooperative  
b.  Indian tribal government, subdivision of an Indian tribal government, agency or instrumentality of an Indian tribal government, or subdivision of an agency or instrumentality of an Indian tribal government  
c.  Other governmental entity (state, political subdivision of state, or an agency or instrumentality of a state or political subdivision of a state)

## SECTION 3. GENERAL PLAN INFORMATION

### 3.1 PLAN TYPE:

- a.  Profit-sharing plan  
b.  Money purchase pension plan  
c.  401(k) plan

(Note: A governmental plan other than a rural cooperative plan or a plan maintained by a qualifying Indian tribal employer described in 2.3b above may only provide for 401(k) Contributions if it is a grandfathered 401(k) plan. For a further description, see the Note following 7.1b below.)

3.2 PLAN NAME: Lancaster County, Nebraska Employees Retirement Plan

3.3 PLAN NUMBER: 001

### 3.4 PLAN EFFECTIVE DATES

- a.  This is a new Plan effective \_\_\_\_\_ (month/day/year)  
(May not be earlier than the first day of the Plan Year in which the Plan is adopted)

- b.  This is an amendment and restatement of a plan originally effective July 21, 1964 (month/day/year). The effective date of this amendment and restatement is January 1, 2018 (month/day/year). Except as otherwise specifically indicated in Section 3.5 or in the Interim Retroactive Compliance Amendment Effective Dates Addendum, the restated Plan applies only to Covered Employees who retire, die, or otherwise terminate their employment on or after the restatement effective date.

*(If this is the initial PPA restatement of the Plan, the restatement effective date should be the 1st day of the current Plan Year. The Interim Retroactive Compliance Amendment Effective Dates Addendum includes appropriate retroactive effective dates to comply with law changes since EGTRRA.)*

- i.  The Plan name was changed upon restatement. Prior plan name: \_\_\_\_\_  
\_\_\_\_\_

### 3.5 VARYING EFFECTIVE DATES

- a.  Special effective dates apply to Plan provisions that cannot be specified elsewhere in this Adoption Agreement (e.g., certain provisions are effective after the plan/restatement effective date). Other specified Plan provisions and their effective dates are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3.6 FROZEN PLAN

- a.  The Plan is frozen effective: \_\_\_\_\_ (month/day/year)

*(Regardless of any other Plan provisions, no further contributions shall be made by or on behalf of a Participant after the freeze effective date. If the Plan is freezing part way through a Plan Year, the Adoption Agreement will reflect the contribution provisions that were in effect prior to the freeze date.)*

### 3.7 PLAN YEAR means:

- a.  The 12-consecutive-month period beginning each January 1st (month day, e.g., January 1st).
- i.  There is a short initial Plan Year beginning on July 21, 1964 (Plan's original effective date: month/day/year) and ending on December 31, 1964 (month/day/year)
- b.  Other period due to change in Plan Year
- i. Original Plan Year is the 12-consecutive-month period beginning each \_\_\_\_\_ (month day, e.g., January 1st).
- A.  There is a short initial Plan Year beginning on \_\_\_\_\_ (Plan's original effective date: month/day/year) and ending on \_\_\_\_\_ (month/day/year)
- ii. Short Plan Year due to change beginning on \_\_\_\_\_ (month/day/year) and ending on \_\_\_\_\_ (month/day/year)
- iii. After the change, the Plan Year is the 12-consecutive-month period beginning each \_\_\_\_\_ (month day, e.g., January 1st).

### 3.8 LIMITATION YEAR MEANS:

- a.  Plan Year
- b.  Employer's fiscal year
- c.  Calendar year
- d.  Other specified 12-consecutive month period: \_\_\_\_\_

## SECTION 4. PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY INFORMATION

### 4.1 PLAN ADMINISTRATOR NAME, ADDRESS, AND TELEPHONE NUMBER

- a.  Employer (use Employer's address and telephone number)
- b.  Use name, address and telephone number below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**4.2 INVESTMENT FIDUCIARY NAME, ADDRESS, AND TELEPHONE NUMBER**

- a.  Employer (use Employer's address and telephone number)
- b.  Plan Administrator (use Plan Administrator's address and telephone number)
- c.  Use name, address and telephone number below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**SECTION 5. MERGERS AND SPIN-OFFS**

**5.1 SPIN-OFF PLAN**

- a.  The Plan is a spin-off from: \_\_\_\_\_ (name of other plan)

**5.2 MERGER DOCUMENTATION**

- a.  Other plan(s) merged into the existing Plan.

**SECTION 6. GRANDFATHERED PROVISIONS**

*(Government plans are not subject to the requirements of Code Section 411(d)(6), protecting accrued benefits, retirement subsidies, forms of payment, etc. However, many government employers elect to grandfather prior plan features in any event.)*

**6.1  GRANDFATHERED ANNUITIES.**

**6.2  GRANDFATHERED IN-SERVICE WITHDRAWAL PROVISIONS.**

**6.3  GRANDFATHERED VESTING SCHEDULES.**

**SECTION 7. PERMITTED CONTRIBUTIONS**

**7.1 EMPLOYEE CONTRIBUTIONS.** The Plan includes the following Employee Contributions: *(select all that apply)*

- a.  Pick-Up Contributions  
*(Employee contributions that are "picked up" by the Employer pursuant to Code Section 414(h)(2))*
  - i.  Ongoing Pick-Up Contributions
  - ii.  Frozen Pick-Up Contributions
- b.  401(k) Contributions  
*(Note: A governmental plan other than a rural cooperative plan or a plan maintained by a qualifying Indian tribal employer described in 2.3b above may only provide for 401(k) Contributions if it is a grandfathered 401(k) plan. A grandfathered 401(k) plan is a plan that provided for 401(k) Contributions before May 7, 1986, is maintained by an Employer that was contractually bound before May 7, 1986 to provide for 401(k) Contributions in its plan, or is maintained by a governmental unit that also maintains or maintained another plan that provided for 401(k) Contributions before May 7, 1986.)*
  - i.  Ongoing 401(k) Contributions
  - ii.  Frozen 401(k) Contributions
  - iii.  Pre-Tax 401(k) Contributions
  - iv.  Roth 401(k) Contributions
- c.  After-Tax Contributions. The following type(s) of After-Tax Contributions are included in the Plan: *(select all that apply)*
  - i.  Ongoing After-Tax Contributions
  - ii.  Transferred After-Tax Contributions
  - iii.  Frozen After-Tax Contributions
  - iv.  After-Tax Contributions attributable to loan repayments made after default
- d.  Rollover Contributions.

**7.2 EMPLOYER CONTRIBUTIONS.** The Plan includes the following Employer Contributions: *(select all that apply)*

- a.  Current Nonelective Contributions
- b.  Prior Nonelective Contributions
- c.  Current Matching Contributions
- d.  Prior Matching Contributions
- e.  Prior Money Purchase Pension Plan Contributions

**SECTION 8. COVERED EMPLOYEES**

**8.1 COVERED EMPLOYEES INCLUDE.** Subject to any exclusions selected in 8.2 below, Covered Employees include the following:

*Note: If the Plan is maintained by an Indian tribal government, only Employees substantially all of whose services are in the performance of essential governmental functions and not in the performance of commercial activities may be included as Covered Employees. This Section should be completed in a manner that reflects this restriction.*

	<b>All Contributions</b>	<b>Employee<sup>1</sup></b>	<b>Matching</b>	<b>Nonelective</b>
a. All Employees of adopting Employer	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Only hourly rate Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Only salaried Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Only collectively-bargained Employees <i>(less than 50% of which are officers or executives)</i> Name of the union(s): _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Only specified Employees Covered Employees <sup>2</sup> : _____ _____	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

<sup>1</sup> *Note: Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and/or True-Up Matching Contributions.*

<sup>2</sup> *Note: The covered class must be definitely determinable and may not be defined by listing specific individuals by name. The covered class may not be defined in a manner that excludes Employees on the basis of attainment of a specified maximum age.*

**8.2 COVERED EMPLOYEES EXCLUDE.** Select available options below:

*(Note: Persons classified by the Employer as independent contractors such that the Employer does not withhold income or employment taxes from their pay and who are recharacterized by the DOL, another agency, or a court as Employees of the Employer, are automatically excluded from coverage unless and until the Employer elects to extend coverage to such persons.)*

	<b>All Contributions</b>	<b>Employee</b>	<b>Matching</b>	<b>Nonelective</b>
a. Leased Employees	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Collectively-bargained Employees	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Include bargained Employees covered by an agreement that provides for their participation.	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Non-resident aliens who do not have United States source income	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

- d. Highly Compensated Employees (HCEs) 1.  OR 2.  3.  4.
- e. Employees who normally work fewer than 20 hours per week 1.  OR 2.  3.  4.
- f. Employees at the following locations: \_\_\_\_\_ 1.  OR 2.  3.  4.   
\_\_\_\_\_
- g. Employees who are *not* employed at the following covered location(s): \_\_\_\_\_ 1.  OR 2.  3.  4.   
\_\_\_\_\_  
\_\_\_\_\_
- h. Other excluded Employees<sup>1</sup>: \_\_\_\_\_ 1.  OR 2.  3.  4.   
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> **Note:** The excluded class must be definitely determinable and may not be defined in such a manner as to exclude all employees except specific individuals who are listed by name. The excluded class may not be defined to exclude Employees on the basis of attainment of a specified maximum age.

**SECTION 9. ELIGIBILITY FOR PARTICIPATION**

(Note: Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions, as applicable.)

**9.1 AGE AND SERVICE REQUIREMENTS:**

	All Contributions	Employee	Matching	Nonelective
<b>See Superseding Provisions Addendum</b>	<input checked="" type="checkbox"/>			
a. No age or service requirement	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Age requirement	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
c. 1 year of Eligibility Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
i. Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Elapsed time	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. More than 1 year of Eligibility Service (whole years) <i>Note: Cannot be selected for 401(k) Contributions</i>	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
i. Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Elapsed time	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Specified number of days of service (elapsed time) (≤ 365 for 401(k) Contributions)	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
f. Specified number of months of service (elapsed time) (≤ 12 for 401(k) Contributions)	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____
g. Earlier of (i) completion of the specified number of Hours of Service	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

within the specified number of consecutive months of employment or (ii) 1 year of Eligibility Service

i. Required Hours of Service (*not to exceed 1,000*)      1. \_\_\_\_ OR                      2. \_\_\_\_                      3. \_\_\_\_                      4. \_\_\_\_

ii. Required consecutive months of employment (*not to exceed 12*)      1. \_\_\_\_ OR                      2. \_\_\_\_                      3. \_\_\_\_                      4. \_\_\_\_

A year of Eligibility Service is credited using the following method

iii. Hours of Service                      1.  OR                      2.                       3.                       4.

iv. Elapsed time                      1.  OR                      2.                       3.                       4.

h. Employees who are regularly scheduled to work at least 1,000 hours per year must complete the specified number of months of employment, otherwise 1 year of Eligibility Service                      1.  \_\_\_\_ OR                      2.  \_\_\_\_                      3.  \_\_\_\_                      4.  \_\_\_\_

A year of Eligibility Service is credited using the following method:

i. Hours of Service                      1.  OR                      2.                       3.                       4.

ii. Elapsed time                      1.  OR                      2.                       3.                       4.

**9.2 SPECIAL ELIGIBILITY SERVICE CREDITING PROVISIONS:**

- a.  If the elapsed time method is selected above, a full month of service is credited for any partial calendar month in which an Employee has service.
- b.  Hours of Service method
  - i. Specify the number of Hours of Service that must be completed in an eligibility computation period for one year of Eligibility Service:
    - A.  1,000 hours
    - B.  Other: \_\_\_\_\_ hours
  - ii.  The eligibility computation period switches to the Plan Year
  - iii. An Employee will incur a Break in Eligibility Service if he works fewer than:
    - A.  501 hours
    - B.  Other number of hours: \_\_\_\_\_
- c.  Eligibility Service does *not* include periods of employment with the Employer in a capacity other than as a Covered Employee described in Section 8.
- d. Except as provided below, a reemployed Employee retains all Eligibility Service earned before reemployment (*select all that apply*)
  - i.  If a non-vested, former Employee is reemployed after 5 consecutive Breaks in Eligibility Service, his Eligibility Service earned prior to the break is excluded upon re-hire.<sup>1</sup>
    - A.  5-year break rule applies only if an Employee terminates employment before becoming eligible.
  - ii.  If the Plan requires more than 1 year of service to participate, an Employee who terminates employment and incurs a Break in Eligibility Service before meeting the service requirement loses all prior Eligibility Service.
  - iii.  Reemployed Employees lose all prior Eligibility Service and must again satisfy any applicable Eligibility Service requirements.
  - iv.  If an Employee incurs a Break in Eligibility Service following termination of employment, his eligibility computation period under the Hours of Service method is re-determined using his reemployment date as the first day of the initial computation period (*must select if 9.2d.i, 9.2d.ii, or 9.2d.iii is selected above*).

<sup>1</sup>*Note: A break in service under the elapsed time rules means a 12-consecutive-month period beginning on an Employee's Severance Date (and anniversaries of that date) in which he does not work any hours.*



**9.3 ENTRY DATES**

	<b>All Contributions</b>	<b>Employee</b>	<b>Matching</b>	<b>Nonelective</b>
a. Daily	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Monthly	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. First day of each payroll period	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Quarterly: _____ (month/day)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Semi-annually: _____ (month/day)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
f. Annually: _____ (month/day)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
g. Other dates:	1. <input type="checkbox"/> ____ OR	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____	4. <input type="checkbox"/> ____

**9.4 EFFECTIVE DATE OF PARTICIPATION:**

<b>Covered Employees participate as of the Entry Date:</b>	<b>All Contributions</b>	<b>Employee</b>	<b>Matching</b>	<b>Nonelective</b>
a. Coinciding with or next following satisfaction of eligibility requirements	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Following satisfaction of eligibility requirements	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Preceding satisfaction of eligibility requirements	1. N/A	2. N/A	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. Closest to satisfaction of eligibility requirements	1. N/A	2. N/A	3. <input type="checkbox"/>	4. <input type="checkbox"/>

**9.5 SPECIAL ENTRY PROVISIONS:**

	<b>All Contributions</b>	<b>Employee</b>	<b>Matching</b>	<b>Nonelective</b>
a. Entry Dates to include effective date of the Plan or restatement, as applicable.	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. Reemployed Employees must wait until applicable Entry Date before again participating in Plan.	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Persons employed as of _____ participate immediately regardless of whether they have met the following requirements:				
i. Age requirement	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. Service requirement	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

**9.6 ELECTIONS NOT TO PARTICIPATE**

- a.  Subject to the provisions of the Superseding Provisions Addendum, a Covered Employee may elect not to participate in some or all aspects of the Plan.
  - i.  Before becoming eligible, a Covered Employee described in Section 9.1B of the Superseding Provisions Addendum who is hired on or after age 55 may make a one-time, irrevocable election never to make Pick-Up Contributions to the Plan.
    - A.  A Covered Employee's one-time, irrevocable election not to participate also applies to his eligibility to make or receive all other types of contributions provided under the Plan.

- ii.  Before becoming eligible, a Covered Employee may make a one-time, irrevocable election never to make 401(k) Contributions to the Plan.
  - A.  A Covered Employee's one-time, irrevocable election not to participate also applies to his eligibility to make or receive all other types of contributions provided under the Plan.
- iii.  A Covered Employee may make a one-time, irrevocable election not to participate by receiving Employer Contributions under the Plan.
  - A.  A Covered Employee's election must be made at the time he first becomes eligible to participate in the Plan.
  - B.  A Covered Employee's election may be made at any time.

**SECTION 10. GENERAL SERVICE CREDITING PROVISIONS**

**10.1 ELAPSED TIME SERVICE CREDITING**

*Note: Except as otherwise specified below, or in the special rules for crediting Eligibility Service or Vesting Service, elapsed time crediting will reflect the rules applicable to non-governmental plans.*

- a.  Service is credited for approved leaves of up to 2 years  
*(Service under the elapsed time rules is only required to be credited to an Employee who is absent from employment without otherwise terminating for the 1st 12 months of absence. This option imputes service for up to an additional 12 months of absence.)*
- b.  Service is credited for 2nd year of Maternity/Paternity Absence  
*(Under elapsed time rules, an Employee on a Maternity/Paternity Absence is required to receive service credit for the first 12 months of such absence. If he is absent for more than 12 months, the 2nd 12 months does not count as either service or a break in service. This option imputes service for the 2nd 12 months of Maternity/Paternity Absence.)*
- c.  Service spanning rule does not apply *(no service is credited following termination even if the Employee is rehired within 12 months)*

**10.2 HOURS OF SERVICE CREDITING**

*Note: Except as otherwise specified below, or in the special rules for crediting Eligibility Service or Vesting Service, Hours of Service crediting will reflect the rules applicable to non-governmental plans.*

- a.  The Plan limits the number of Hours of Service credited during a paid absence
  - i. The limit is:
    - A.  0 hours are credited during a paid absence
    - B.  501 hours are credited during a paid absence
    - C.  Other number of hours are credited during a paid absence: \_\_\_\_\_
  - ii.  Certain specified absences are excluded from the limitation. The limit does not apply to absences because of: \_\_\_\_\_
- b.  Hours are credited for unpaid leave *(other than a Maternity/Paternity Absence)* based on an Employee's regular schedule immediately preceding the leave
  - i.  The period of the unpaid leave for which hours are credited is limited
    - A. The limit is:
      - 1.  1 year
      - 2.  2 years
      - 3.  Other period: \_\_\_\_\_
  - ii.  Hours are credited only to prevent a break in service
- c.  Hours are credited for a Maternity/Paternity Absence as follows:
  - i.  Hours are credited only to prevent a break in service *(as required for non-governmental plans)*
  - ii.  Hours count towards service credit  
*(Hours are credited based on an Employee's regular schedule immediately preceding the Maternity/Paternity Absence.)*
    - A.  The period of Maternity/Paternity Absence for which hours are credited is limited
      - 1. The limit is:
        - a.  1 year
        - b.  2 years

- c.  Other period: \_\_\_\_\_
- B.  To receive hours credit, the Employee must return at the end of his leave

**10.3 SERVICE WITH OTHER EMPLOYERS**

- a. When will service with predecessor organization be credited?
- i.  Only if the Employer maintains plan of Predecessor Employer
- ii.  Regardless of whether Employer maintains plan of predecessor
- b.  Service with an Employer prior to its becoming part of the controlled group will be credited. The following will be credited:
- i.  Vesting Service
- ii.  Eligibility Service
- iii.  Service for purposes of meeting any applicable contribution allocation requirements
- c.  Prior service with other specified employers is credited for the following purposes:

	Eligibility Service	Vesting Service	Service for Contribution Allocation Requirements
i. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iii. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iv. Employer Name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

- v.  The following limitations apply to service credited under the Plan for employment with another employer:

- A.  Only employment with the specified employer *prior to* the date specified below is included.

- |                         |             |
|-------------------------|-------------|
| 1. Employer Name: _____ | Date: _____ |
| 2. Employer Name: _____ | Date: _____ |
| 3. Employer Name: _____ | Date: _____ |
| 4. Employer Name: _____ | Date: _____ |

- B.  Only employment with the specified employer *on or after* the date specified below is included.

- |                         |             |
|-------------------------|-------------|
| 1. Employer Name: _____ | Date: _____ |
| 2. Employer Name: _____ | Date: _____ |
| 3. Employer Name: _____ | Date: _____ |
| 4. Employer Name: _____ | Date: _____ |

- C.  Only employment with the specified employer while in the specified class is included.

- |                         |                                |
|-------------------------|--------------------------------|
| 1. Employer Name: _____ | Eligible Employee Group: _____ |
| 2. Employer Name: _____ | Eligible Employee Group: _____ |
| 3. Employer Name: _____ | Eligible Employee Group: _____ |
| 4. Employer Name: _____ | Eligible Employee Group: _____ |

*(The employee groups identified above must be clearly defined.)*

**SECTION 11. RETIREMENT DATES**

*Note: If the Plan is a money purchase pension plan that provides for in-service distributions at Normal Retirement Date, effective for Plan Years beginning on or after the later of January 1, 2015 or the close of the first legislative session of the body governing the Plan that is at least 3 months after the date final regulations concerning normal retirement under governmental plans are published, a normal retirement age of less*

than age 62 must meet the requirements of Treasury Regulations Section 1.401(a)-1(b)(2), taking into account the exception in the regulations for any group of Employees covered by the Plan, substantially all of whom are qualified public safety employees.

**11.1 NORMAL RETIREMENT AGE (NRA) means the:**

- a.  Attainment of a specified age: 60 ( $\leq 65$ )
- b.  Later of age \_\_\_\_\_ ( $\leq 65$ ) or \_\_\_\_\_ ( $\leq 10th$ ) anniversary of:
  - i.  The date the Participant's employment with the Employer commenced
  - ii.  The date the Participant commenced participation in the Plan
  - iii.  The first day of the Plan Year in which the Participant commenced participation in the Plan
- c.  Earlier of age \_\_\_\_\_ ( $\leq 65$ ) or completion of \_\_\_\_\_ years of Vesting Service

**11.2 NORMAL RETIREMENT DATE means the:**

- a.  Participant's NRA above
- b.  First day of the month coinciding with or next following the Participant's NRA above
- c.  First day of the month next following the Participant's NRA above
- d.  First day of the month nearest the Participant's NRA above

**11.3 EARLY RETIREMENT PROVISIONS**

- a.  Plan includes early retirement provisions.
  - i. Requirements for early retirement are:
    - A.  Attainment of a specified age: \_\_\_\_\_ ( $< 65$ )
    - B.  Later of specified age: 55 ( $< 65$ ) or completion of: 10 years of Vesting Service
    - C.  Later of specified age: \_\_\_\_\_ ( $< 65$ ) or completion of: \_\_\_\_\_ years of Eligibility Service
  - ii. Early Retirement Date is the:
    - A.  Date the Participant satisfies the early retirement requirements above
    - B.  First day of the month coinciding with or next following the date the Participant satisfies the early retirement requirements above
    - C.  First day of the month next following the date the Participant satisfies the early retirement requirements above

**SECTION 12. COMPENSATION**

**12.1 DEFINITION OF CONTRIBUTION COMPENSATION<sup>1</sup>**

*(Note: Employee Contributions include Pick-Up, 401(k), After-Tax, and Rollover Contributions, as applicable. Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions.)*

	All Contributions	Employee	Matching	Nonelective
<b>Safe Harbor Compensation Definition</b>				
a. W-2	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
b. W-2 less moving expenses only	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
c. Section 3401(a) wages for withholding purposes	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
d. General Section 415 (all specific inclusions in 1.415(c)-2(b) and all specific exclusions in 1.415(c)-2(c))	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
e. Modified Section 415 (safe harbor definition in 1.415(c)-2(d)(2): includes only general inclusions in 1.415(c)-2(b)(1) or (2) and all specific exclusions under 1.415(c)-2(c))	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

**Non-Safe Harbor Compensation Definition**

- |   |                                |                             |                             |                             |
|---|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| f. Base pay   | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| g. Total Compensation excluding non-cash Compensation | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| h. Regular rate of pay                                | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| i. Other <sup>2</sup> : _____<br>_____<br>_____       | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

<sup>1</sup> Unless otherwise elected, Compensation (1) includes (i) amounts paid within the severance window described in Section 12.2 below if such amounts would have been paid to the Participant in the course of employment and are regular compensation for services by the Participant or commissions, bonuses or other similar compensation and (ii) amounts deferred or excluded from taxable compensation under Code Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) and (2) excludes all other post-severance payments.

<sup>2</sup> Compensation must be defined so that it is definitely determinable.

**12.2 ADJUSTMENTS TO CONTRIBUTION COMPENSATION - INCLUSIONS.**

a. Contribution Compensation inclusions, as described in Section 12.2b below:

List # in 12.2b	All Contributions	Employee	Matching	Nonelective
i. (deemed 125 contributions)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
ii. (post-severance accrued leave)	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iii. (post-severance deferred comp)	1. <input checked="" type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>
iv. (post severance disability payments)	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

b. Description of Compensation inclusions:

- i. Deemed 125 contributions. Where group health plan does not permit cash distribution in lieu of coverage unless Participant can certify that he has other health coverage, amounts not receivable because Participant cannot make requisite certification are treated as excluded under Code Section 125.
- ii. Post-severance accrued leave. Includes payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued and such amounts would have been included in Compensation if paid prior to severance from employment.<sup>1</sup> Post-severance accrued leave does **not** include amounts paid to the Post Employment Health Plan.
- iii. Post-severance deferred compensation. Includes amounts received by the Participant pursuant to a non-qualified, unfunded deferred compensation plan, but only if and to the extent (1) the Participant would have received such payment at the same time if he had continued in employment, (2) such amounts would have been included in Compensation if paid prior to severance from employment, and (3) the payment is includable in the Participant's gross income.<sup>1</sup>
- iv. Post-severance amounts received by a Participant who is permanently and totally Disabled
  - A.  Such amounts are only included in Compensation of non-HCEs
  - B.  Such amounts are only included in Compensation for the following period: \_\_\_\_\_

<sup>1</sup>To be included, such amounts must be paid no later than the end of the post-severance window, which ends the later of (i) 2½ months following severance or (2) the end of the year in which severance occurs.

**12.3 ADJUSTMENTS TO CONTRIBUTION COMPENSATION - EXCLUSIONS.**

a. Contribution Compensation exclusions, as described in Section 12.3b below:

List # in 12.3b	All Contributions	Employee	Matching	Nonelective
i. (all elective contributions made by the participant that are not	1. <input type="checkbox"/> OR	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>

required to be included in taxable income)

- |  |                                |                             |                             |                             |
|--|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| ii. (elective contributions described in i above, except 401(k) Contributions) | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| iii. (reimbursements, expense allowances, fringe benefits, etc.)               | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| iv. (bonuses)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| v. (overtime)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| vi. (commissions)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| vii. (taxable value of stock)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| viii. (regular post-severance compensation)                                    | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| ix. (pre-participation Compensation)   | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| x. (differential pay)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| xi. (Compensation exceeding specified dollar amount)                           | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| xii. (Other amounts)   | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |
| xiii. (Special exclusions for HCEs)  | 1. <input type="checkbox"/> OR | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> | 4. <input type="checkbox"/> |

b. Description of Compensation exclusions:

- i. Exclude amounts deferred or excluded from taxable compensation under Code Section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)
- ii. Exclude amounts described in i above, except for 401(k) Contributions
- iii. Exclude reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.
- iv. Exclude bonuses
- v. Exclude overtime
- vi. Exclude commissions
- vii. Exclude taxable value of stock: Amounts realized from the exercise of any non-qualified stock option, or where restricted stock (*or property*) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, and amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option are all excluded from Compensation.
- viii. Exclude regular post-severance compensation paid within post-severance window<sup>1</sup>: Amounts that would have been paid to the Participant in the course of employment and are regular compensation for services by the Participant or commissions, bonuses or other similar compensation that would be included in contribution Compensation if paid prior to termination.
- ix. Compensation earned before meeting the participation requirements described in Section 8 and Section 9.
- x. Exclude differential pay
- xi. Exclude Compensation in excess of: \$\_\_\_\_\_ (<Code Section 401(a)(17) limit - \$250,000 in 2012)
- xii. Other exclusions (*contribution Compensation*)<sup>2</sup>:  
\_\_\_\_\_  
\_\_\_\_\_

- xiii. Special Compensation exclusions apply to HCEs only<sup>2</sup>:  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup>The post-severance window begins on the Participant's severance date and ends the later of (i) 2½ months following severance or (2) the end of the year in which severance occurs.

<sup>2</sup>Any exclusion from Compensation must be described in such a manner that it is definitely determinable.

**12.4 DEFINITION OF 415 COMPENSATION.** Compensation for purposes of applying the limits under Code Section 415 is:

*("415 compensation" also applies for purposes of HCE determinations.)*

- a.  W-2
- b.  W-2 less moving expenses only
- c.  Section 3401(a) wages for withholding purposes
- d.  General Section 415 *(all specific inclusions in 1.415(c)-2(b) and all specific exclusions in 1.415(c)-2(c))*
- e.  Modified Section 415 *(safe harbor definition in 1.415(c)-2(d)(2): includes only general inclusions in 1.415(c)-(b)(1) and (2) and all specific exclusions under 1.415(c)-2(c))*

**12.5 ADJUSTMENTS TO 415 COMPENSATION**

a. "415 compensation"<sup>1</sup> inclusions, as described in Section 12.2 above:

- i.  Deemed 125 amounts
- ii.  Post-severance accrued leave
- iii.  Post-severance deferred compensation
- iv.  Post-severance disability payments
  - A.  Such amounts are only included in Compensation of non-HCEs
  - B.  Such amounts are only included in Compensation for the following period: \_\_\_\_\_

*<sup>1</sup>"415 compensation" includes amounts paid within the severance window (as described in Section 13.2 above) if such amounts would have been paid to the Participant in the course of employment and are regular compensation for services by the Participant or commissions, bonuses or other similar compensation. Except as elected above, "415 compensation" excludes all other post-severance payments.*

**SECTION 13. EMPLOYEE CONTRIBUTIONS**

**13.1 PICK-UP CONTRIBUTIONS**

a. Required amount of Pick-Up Contributions:

- i.  Single percentage of Compensation for all Participants: \_\_\_\_\_%
- ii.  Different percentages of Compensation based on job description:

<b>Job Description</b>	<b>Required Amount of Pick-Up Contribution</b>
A. <u>Employees whose employment with the Employer is covered by the terms of a collective bargaining agreement</u>	<u>As specified in the applicable collective bargaining agreement</u>
B. <u>Employees whose employment is NOT covered by the terms of a collective bargaining agreement</u>	<u>As specified by the Employer</u>

- iii.  Participant designates percentage of Compensation for Pick-Up Contributions: from \_\_\_\_\_% to \_\_\_\_\_%

b. Pick-Up Contributions will commence as soon as administratively practicable after eligibility. Pick-Up Contributions made on behalf of an Eligible Employee who is a rehired retiree may be made on a year-end basis rather than a payroll basis to avoid making contributions to Employees who are in a PERS eligible position.

**13.2 401(K) CONTRIBUTIONS**

a. 401(k) Contribution election limit:

- i. Limit applicable to non-HCEs:
  - A.  Up to \_\_\_\_\_% of Compensation each payroll period
    - 1.  Minimum 401(k) Contribution is \_\_\_\_\_% of Compensation each payroll period

- B.  No limit – Participants may contribute up to 100% of currently available Compensation each payroll period, subject to the limitations under Code Sections 402(g) and 415
- ii.  Separate contribution limit for HCEs will be:
  - A.  Percentage of Compensation specified in Plan: \_\_\_\_\_% of Compensation each payroll period
  - B.  Administrator determines and communicates contribution limit annually based on prior year's participation by non-HCEs  
*(Even absent a selection above, the Plan allows contributions for HCEs to be limited or suspended during the Plan Year if the Administrator anticipates a testing failure or 402(g) violation.)*
- iii.  Participants may make separate elections in excess of the payroll period limit as follows: *(select all that apply)*  
*(A Participant's annual 401(k) Contributions, including those made by separate election, may not exceed the payroll period limit elected above, if any, multiplied by the number of payroll periods in the Plan Year.)*
  - A.  True-up 401(k) Contribution. Participants may defer up to 100% of Compensation for designated payroll periods provided the annual 401(k) Contribution limit above, if any, is not exceeded
  - B.  Separate bonus election. Participants may contribute up to: \_\_\_\_\_% of designated bonuses.  
*(Compensation must include bonuses.)*
- b.  Participants may make Catch-Up 401(k) Contributions
- c.  Participants may designate 401(k) Contributions as Roth 401(k) Contributions
- d. 401(k) Contributions will commence as soon as administratively practicable after a Participant's election
- e.  Automatic Contribution Arrangement. Eligible Participants who do not affirmatively elect against automatic contributions will have 401(k) Contributions made to the Plan in accordance with the applicable Addendum.
  - i.  The Automatic Contribution Arrangement ("ACA") is **not** an EACA. The ACA is effective \_\_\_\_\_ *(if this is a new feature, may not be earlier than the date the Employer adopts the Plan.)*
  - ii.  The Automatic Contribution Arrangement is an Eligible Automatic Contribution Arrangement ("EACA"). The EACA is effective \_\_\_\_\_ *(if this is a new feature, may not be earlier than the date the Employer adopts the Plan.)*
    - A.  The EACA is being added after the first day of the Plan Year  
*(If A is selected, for the Plan Year in which the EACA is first effective, Participants employed before the effective date of the EACA are not permitted to make permissible withdrawals.)*
- f.  Automatic Escalation. Eligible Participants who do not affirmatively elect otherwise will have their 401(k) Contributions increased automatically in accordance with the applicable Addendum.
  - i.  The Plan is **not** intended to operate as an Automatic Contribution Arrangement *(i.e., no auto enrollment)*
  - ii.  The Plan is intended to operate as an Automatic Contribution Arrangement

### 13.3 ONGOING AFTER-TAX CONTRIBUTIONS

- a. After-Tax Contributions may be made using the following method: *(select all that apply)*
  - i.  Payroll withholding
  - ii.  Lump sum contribution
- b. Contribution Limits
  - i. Maximum After-Tax Contribution is \_\_\_\_\_% of Compensation  
*(Maximum is applied on a payroll period basis for contribution made by payroll withholding and on an annual basis for contributions made in a lump sum.)*
  - ii.  Minimum After-Tax Contribution by payroll withholding is \_\_\_\_\_% of Compensation each payroll period
- c.  Combined After-Tax and 401(k) Contributions may not exceed \_\_\_\_\_% of Compensation
- d. After-Tax Contributions will commence as soon as administratively practicable after a Participant's election.

### 13.4 MODIFICATIONS OF 401(K) AND AFTER-TAX CONTRIBUTION ELECTIONS

- a. A Participant may change the amount of his 401(k) Contributions and/or After-Tax Contributions or change the designation of his 401(k) Contributions as Pre-Tax or Roth 401(k) Contributions as of the date or dates prescribed by Administrator, but no less frequently than annually.

### 13.5 ROLLOVER CONTRIBUTIONS

- a. Eligibility. In addition to Covered Employees who have satisfied the requirements for Plan participation, the following may make Rollover Contributions to the Plan: *(select any that apply)*



- i.  Covered Employees who have not yet met the age and/or service requirements applicable to Employee contributions.
  - ii.  The former Employees designated below: *(select all that apply)*
    - A.  Former Participants who retain an Account under the Plan
    - B.  Former Employees designated by the Plan Sponsor *(e.g., former Employees with benefits under a terminating DB plan maintained by the Plan Sponsor)*: \_\_\_\_\_
- b. Permitted Rollover Contributions. The following types of rollovers are permitted under the Plan:
- i.  Direct rollovers *(rollover is made directly to Plan from another eligible retirement plan, annuity contract or an individual retirement account)* are accepted under the Plan from the following sources *(select all that apply)*:
    - A.  A qualified plan described in Code Section 401(a) or 403(a)  
*(Unless specifically included below, designated Roth contributions and after-tax employee contributions will be excluded)*
      - 1.  Rollover may include designated Roth contributions
      - 2.  Rollover may include after-tax employee contributions
    - B.  An annuity contract described in Code Section 403(b)  
*(Unless specifically included below, designated Roth contributions and after-tax employee contributions will be excluded)*
      - 1.  Rollover may include designated Roth contributions
      - 2.  Rollover may include after-tax employee contributions
    - C.  An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state  
*(Unless specifically included below, designated Roth contributions will be excluded)*
      - 1.  Rollover may include designated Roth contributions
    - D.  An individual retirement account or annuity under Code Section 408(a) or (b), excluding amounts not otherwise taxable to the Participant upon distribution.
      - 1.  Rollovers are limited to assets of the IRA attributable to prior rollover from a qualified plan *(conduit IRA)*
  - ii.  Participant rollovers *(rollover is made by Employee after receiving distribution from another eligible retirement plan)* are accepted under the Plan from the following sources *(select all that apply)*:
    - A.  A qualified plan described in Code Section 401(a) or 403(a)  
*(After-tax employee contributions will be excluded from such amounts and, unless specifically included below, designated Roth contributions will also be excluded)*
      - 1.  Participant rollover may include designated Roth contributions, except amounts not otherwise taxable to the individual upon distribution
    - B.  An annuity contract described in Code Section 403(b), excluding after-tax contributions
      - 1.  Participant rollover may include designated Roth contributions, except amounts not otherwise taxable to the Participant upon distribution
    - C.  An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
      - 1.  Participant rollover may include designated Roth contributions, except amounts not otherwise taxable to the individual upon distribution
    - D.  An individual retirement account or annuity under Code Section 408(a) or (b), excluding amounts not otherwise taxable to the Participant upon distribution.
      - 1.  Rollovers are limited to assets of the IRA attributable to prior rollover from a qualified plan *(conduit IRA)*
  - iii.  In-Plan Roth Rollover Contributions. *(This provision may only be elected if the Plan provides for Roth 401(k) Contributions.)*
    - A. A Participant may elect to make an In-Plan Roth Rollover Contribution of any amount held in his Account *(other than amounts attributable to designated Roth contributions)* that is *(select all that apply)*:
      - 1.  Eligible for non-hardship withdrawal in accordance with the provisions of Section 23.
        - a.  The limitations on withdrawals specified in Section 23 *(e.g., limit on number of withdrawals)* do not apply to a withdrawal made for purposes of In-Plan Roth Rollover Contributions.
      - 2.  Eligible for non-hardship withdrawal as provided below. The following withdrawal provisions apply solely for purposes of making In-Plan Roth Rollover Contributions.
        - a.  Withdrawal is permitted at any time from the following:

- i.  After-Tax Contributions
- ii.  Rollover Contributions
- iii.  After-Tax Rollover Contributions
- iv.  QVECs
- b.  Withdrawal is permitted upon reaching the specified age from the following:
  - i.  After-Tax Contributions at age \_\_\_\_\_
  - ii.  Rollover Contributions at age \_\_\_\_\_
  - iii.  After-Tax Rollover Contributions at age \_\_\_\_\_
  - iv.  Pre-Tax 401(k) Contributions at age \_\_\_\_\_ ( $\geq 59\frac{1}{2}$ )
  - v.  Nonelective Contributions at age \_\_\_\_\_
  - vi.  Matching Contributions at age \_\_\_\_\_
  - vii.  Prior Nonelective Contributions at age \_\_\_\_\_
  - viii.  Prior Matching Contributions at age \_\_\_\_\_
  - ix.  Prior Money Purchase Plan Contributions at age \_\_\_\_\_ ( $\geq 62$ )
- 3.  Distributable to the Participant following severance from employment.
  - a.  A Participant who receives actual distribution from the Plan following severance may make a Participant rollover of the distributed amounts within 60 days of the distribution and it will be treated as an In-Plan Roth Rollover Contribution.
  - B.  Surviving Spouses and current or former Spouses who are alternate payees under a QDRO may make In-Plan Roth Rollover Contributions upon the same terms as Participants.
- c.  Loans may be included as part of a Rollover Contribution.
  - i.  Loan rollovers are only permitted if a participating Employer is party to a transaction such as a merger or acquisition

**SECTION 14. EMPLOYER MATCHING CONTRIBUTIONS**

**14.1 CONTRIBUTIONS MATCHED**

- a.  Employee contributions under another plan
  - i. Type of employee contributions: \_\_\_\_\_
  - ii. Name of plan: \_\_\_\_\_
- b.  Pick-Up Contributions
- c.  401(k) Contributions
- d.  After-Tax Contributions

**14.2 MATCH FORMULA**

- a.  Required. Matching Contribution is required in specified amount.
  - i.  Single match rate based on Employee's classification, as follows:
    - A. For Employees whose employment with the Employer is covered by the terms of a collective bargaining agreement: the percentage of contributions specified in the applicable collective bargaining agreement
    - B. For Employees whose employment with the Employer is NOT covered by the terms of a collective bargaining agreement: the percentage of contributions specified by the Employer
  - ii.  Dual match rates based on percentage of Compensation contributed:
    - A. \_\_\_\_\_% match for first \_\_\_\_\_% of Compensation contributed and
    - B. \_\_\_\_\_% match for contributions above that amount
  - iii.  Dual match rates based on dollar amount contributed:
    - A. \_\_\_\_\_% match for first \$\_\_\_\_\_ contributed and
    - B. \_\_\_\_\_% match for contributions above that amount
  - iv.  Triple match rates:
    - A. \_\_\_\_\_% match for first \_\_\_\_\_% of Compensation contributed and
    - B. \_\_\_\_\_% match for next \_\_\_\_\_% of Compensation contributed and

- C. \_\_\_\_\_% match for next \_\_\_\_\_% of Compensation contributed
- v.  Variable match rate based on years of Vesting Service/participation
- A. Match is based on years of:
1.  Vesting Service
  2.  Participation (*periods during which the Covered Employee was an Eligible Employee with respect to Matching Contributions*)
- B. Applicable years are determined as of:
1.  First day of Contribution Period
  2.  Last day of Contribution Period

Years of Vesting Service/Participation	Applicable Match Rate <i>(as percentage of contributions)</i>

- b.  Discretionary Matching Contribution. Amount of discretionary match:
- i.  Is a uniform percentage of the eligible contributions made by each Eligible Employee (*different uniform match percentages may apply to eligible contributions above and below designated dollar amounts or levels of Compensation*)
  - ii.  May be different uniform percentages for different Employee groups of the eligible contributions made by Eligible Employees within the group (*different uniform match percentages may apply within each Employee group to eligible contributions above and below designated dollar amounts or levels of Compensation*)  
*(The Employee groups to whom different match percentages apply must be definitely determinable.)*

**14.3 ADDITIONAL MATCHING CONTRIBUTIONS**

- a.  An Additional Discretionary Match is Permitted. Additional discretionary match amount:
- i.  Is uniform formula designated by Employer that is applicable to all Eligible Employees
  - ii.  May be different percentages for different Employee groups of the eligible contributions made by Eligible Employees within the group (*different uniform match percentages may apply within each Employee group to eligible contributions above and below designated dollar amounts or levels of Compensation*)  
*(The Employee groups to whom different match percentages apply must be definitely determinable.)*
- b.  True-Up Matching Contributions are provided. The True-Up Matching Contribution is:
- i.  Discretionary
  - ii.  Required

**14.4 CONTRIBUTION PERIOD**

- a. The Contribution Period for Regular Matching Contributions is:
- i.  Each month
  - ii.  Each calendar quarter
  - iii.  Each calendar year
  - iv.  Each Plan Year
  - v.  Each payroll period
  - vi.  Each Plan Year quarter
  - vii.  Each (*other –specified period cannot be longer than 12 months and must end with or within the Plan Year*):  
\_\_\_\_\_

(The Contribution Period for Additional Discretionary Matching Contributions and True-Up Matching Contributions is the Plan Year.)

**14.5 CONTRIBUTIONS EXCLUDED FROM MATCH**

- a. Contributions excluded from the regular match (and any True-Up Matching Contribution) are: *(select all that apply)*
  - i.  Contributions made before eligibility to participate in the match
  - ii.  Catch-Up 401(k) Contributions
  - iii.  Contributions that exceed the following:
    - A.  any statutory limits established under Nebraska law, including any limits applicable to an Eligible Employee's combined Regular Matching Contributions and Pick-Up Contributions
    - B.  \$ \_\_\_\_\_
    - C.  \_\_\_\_\_% of Compensation, provided that contributions matched cannot exceed \$ \_\_\_\_\_
    - D.  A discretionary limitation determined by the Employer that may be a percentage of Compensation and/or a dollar amount
  - iv.  Contributions attributable to following types of Compensation: \_\_\_\_\_
  - v.  Contributions withdrawn before the end of the Plan Year
- b.  The above exclusions also apply for purposes of Additional Discretionary Matching Contributions.

**14.6 OPTIONAL LIMITATIONS ON MATCHING CONTRIBUTIONS**

- a.  The total match made to a Participant's Account for the Plan Year cannot exceed \$ \_\_\_\_\_

**SECTION 15. EMPLOYER NONELECTIVE CONTRIBUTIONS.**

**15.1 NONELECTIVE CONTRIBUTION FEATURES**

Nonelective Contributions are either:

- a.  Required in the amount specified in the allocation formula
- b.  Discretionary
- c. Contribution Period. The Contribution Period for Nonelective Contributions is:
  - i.  Each month
  - ii.  Each calendar quarter
  - iii.  Each calendar year
  - iv.  Each Plan Year
  - v.  Each payroll period
  - vi.  Each *(other –specified period cannot be longer than 12 months and must end with or within the Plan Year):*  
\_\_\_\_\_
  - vii.  Each Plan Year, for purposes of determining who is eligible to receive an allocation, but for purposes of determining Compensation used in allocating Nonelective Contributions, the Contribution Period is:
    - A.  The Employer's fiscal year ending within the Plan Year.
    - B.  The calendar year ending within the Plan Year.

**15.2 ALLOCATION FORMULA**

- a.  Ratio of Compensation allocation formula. The percentage of Compensation allocated to each Eligible Employee is \_\_\_\_\_% *(fill in if contribution amount is required)*
- b.  Uniform dollar amount allocation formula. The dollar amount is:
  - i.  Discretionary and allocated among Eligible Employees on the basis of:
    - A.  Ratio of hours worked by the Eligible Employee to the hours worked by all Eligible Employees
    - B.  Ratio of hours for which the Eligible Employee is paid to the paid hours of all Eligible Employees
    - C.  Uniform dollar amount to each Eligible Employee during the Contribution Period
  - ii.  \$ \_\_\_\_\_ for the following:
    - A.  Each hour worked by the Eligible Employee
    - B.  Each hour for which the Eligible Employee is paid
    - C.  Each Contribution Period

- D.  Other: \_\_\_\_\_ (*cannot exceed 12-consecutive months*)
- iii.  The dollar amount specified for such Eligible Employee in the applicable collective bargaining agreement for the following:
  - A.  Each hour worked by the Eligible Employee
  - B.  Each hour for which the Eligible Employee is paid
  - C.  Each Contribution Period
- c.  Points allocation formula. Credit points based upon:
  - i.  Compensation: \_\_\_\_\_ points for each \$ \_\_\_\_\_ ( $\leq \$200.00$ ).
    - A. The following number of points are allocated for any remaining fractional amounts:
      - 1.  No points credited
      - 2.  Credit partial points: \_\_\_\_\_ points if remaining Compensation is \$ \_\_\_\_\_ or more
  - ii.  Years of service: \_\_\_\_\_ points for each full year of service as of the end of the Contribution Period.
    - A. Service for which points are credited is:
      - 1.  Vesting Service
      - 2.  Eligibility Service
      - 3.  The number of years of service for which points will be credited are limited to maximum of: \_\_\_\_\_ years
  - iii.  Years of age: \_\_\_\_\_ points for each year of age as of the end of the Contribution Period
- d.  Years of service allocation formula. Dollar amount or percentage of Compensation allocated to an Eligible Employee varies based on his years of Vesting Service/participation.
  - i. Allocation is:
    - A.  Dollar amount
    - B.  Percentage of Compensation
  - ii. Allocation is based on years of:
    - A.  Vesting Service
    - B.  Participation (*periods during which the Covered Employee was an Eligible Employee with respect to Nonelective Contributions*)
  - iii. Applicable years are determined as of:
    - A.  First day of Contribution Period
    - B.  Last day of Contribution Period

Years of Vesting Service/Participation	Nonelective Contribution Allocation

- e.  Employee group allocation method – The Nonelective Contribution is first allocated among designated Employee groups and is then further allocated among Eligible Employees within each group in the ratio of Compensation so that each Eligible Employee within the group has the same allocation rate as each other Eligible Employee within the Employee group. (*If elected, additional provisions, including a description of the designated Employee groups, are found in the applicable Addendum.*)

**15.3 ADDITIONAL NONELECTIVE CONTRIBUTION**

- a.  The Employer may make an additional, discretionary contribution to be allocated:
  - i.  in the ratio of Compensation
  - ii.  in same manner as standard Nonelective Contribution

**SECTION 16. ADDITIONAL REQUIREMENTS FOR RECEIVING EMPLOYER CONTRIBUTIONS**

**16.1 ALLOCATION REQUIREMENTS:**

	Nonelective	Regular Matching	Additional Disc. Match	True-Up Match
a. No last day or service requirement	i. <input type="checkbox"/>	ii. <input checked="" type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
b. Last day requirement only. Must be in covered employment	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
c. Last day requirement only. Employment with Employer in uncovered employment satisfies requirement	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
d. Service requirement only Hours of Service requirement: _____	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
e. Last day and service requirement. Must be in covered employment for last day Hours of Service requirement: _____	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
f. Last day and service requirement. Employment with Employer in uncovered employment satisfies requirement Hours of Service requirement: _____	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
g. Last day <u>or</u> hours requirement. Employment with Employer in uncovered employment satisfies the last day requirement. The Hours of Service requirement is:	i. <input type="checkbox"/>	ii. <input type="checkbox"/>	iii. <input type="checkbox"/>	iv. <input type="checkbox"/>
i. 1,000 Hours	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
ii. 501 Hours <sup>1</sup>	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>

<sup>1</sup> Excludes from participation only those Employees who may be excluded from coverage testing under Code Section 410(b).

**16.2 EXCEPTIONS TO ALLOCATION REQUIREMENTS.** Select available options below:

	Nonelective	Regular Matching	Additional Disc. Match	True-Up Match
a. Last day requirement does not apply in cases of:				
i. Death	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
ii. Disability	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
iii. Retirement	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
A. Exception applies only to normal retirement	I. <input type="checkbox"/>	II. <input type="checkbox"/>	III. <input type="checkbox"/>	IV. <input type="checkbox"/>
b. Service requirement does not apply in cases of:				
i. Death	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
ii. Disability	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
iii. Retirement	A. <input type="checkbox"/>	B. <input type="checkbox"/>	C. <input type="checkbox"/>	D. <input type="checkbox"/>
A. Exception applies only to normal retirement	I. <input type="checkbox"/>	II. <input type="checkbox"/>	III. <input type="checkbox"/>	IV. <input type="checkbox"/>

**SECTION 17. ALLOCATIONS FOR EMPLOYEES WHO DIE OR BECOME DISABLED WHILE ENGAGED IN QUALIFIED MILITARY SERVICE**

**17.1 DEATH WHILE IN QUALIFIED MILITARY SERVICE**

- a.  A Participant who dies while absent from employment to perform qualified military service is treated as returning to employment immediately prior to his death for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave.
  - i. Amount of Match.
    - A.  No Matching Contributions will be made for the Participant's period of military absence
    - B.  Matching Contributions will be made for the Participant's period of military absence as if the Participant had made employee contributions subject to the match equal to the average of the Participant's contributions for (a) the 12-consecutive-month period preceding his military service or (b), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service

**17.2 DISABILITY WHILE IN QUALIFIED MILITARY SERVICE**

- a.  A Participant absent from employment due to military service who becomes Disabled while performing qualified military service is treated as returning to employment immediately prior to his Disability Date for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave.
  - i.  The Disabled Participant may continue to make contributions to the Plan for his period of military leave up to the maximum amount of Pick-Up, 401(k) and/or After-Tax Contributions he would have been permitted to make to the Plan if he had actually returned to employment
  - ii. Amount of Match. The amount of any Matching Contributions for the Disabled Participant's military absence will be:
    - A.  Determined based on the amount the Disabled Participant contributes in accordance with b.i. above
    - B.  Determined as if the Participant had made employee contributions subject to the match equal to the average of the Participant's contributions for (a) the 12-consecutive-month period preceding his military service or (b), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service
    - C.  Determined based on the greater of (a) the amount the Disabled Participant contributes in accordance with b.i. above or (b) the average of the Participant's contributions subject to the match for (1) the 12-consecutive-month period preceding his military service or (2), if the Participant has fewer than 12 months of service prior to such military service, his actual length of continuous service with his Employer prior to such military service

**SECTION 18. VESTING OF EMPLOYER CONTRIBUTIONS**

**18.1 VESTING SCHEDULE**

Fill in the number of the vesting schedule that applies to the respective contribution from the available schedules listed below:

- a. Regular, Additional Discretionary, and True-Up Matching Contributions schedule: (1) for an Eligible Employee who is an elected official or department head on or after January 1, 2001, the schedule in 1 below; (2) for any other Eligible Employee, the schedule in 6 below
- b. Nonelective Contributions schedule: \_\_\_\_\_
- c. Prior Matching Contributions schedule: \_\_\_\_\_
- d. Prior Nonelective Contributions schedule: \_\_\_\_\_
- e. Prior Money Purchase Pension Plan Contributions schedule: \_\_\_\_\_

<b>1 immediate</b>	<b>2 1 year cliff</b>	<b>3 2 year cliff</b>	<b>4 3 year cliff</b>
100%	0% before 1 year	0% before 2 years	0% before 3 years
	100% after 1 year	100% after 2 years	100% after 3 years

5A Other cliff schedule	5B Other cliff schedule	5C Other cliff schedule	5D Other cliff schedule	5E Other cliff schedule
0% before ___ years*	0% before ___ years*	0% before ___ years*	0% before ___ years*	0% before ___ years*
100% after ___ years	100% after ___ years	100% after ___ years	100% after ___ years	100% after ___ years

*\*Note: Any cliff schedule completed in 5A through 5D must provide for 100% vesting after no more than 15 years of Vesting Service or, if the vesting schedule applies to a group of Employees substantially all of whom are qualified public safety employees (within the meaning of Code Section 72(7)(10(B)), 20 years.*

6 2-6 year graded		7 1-5 year graded		8 3-7 year graded	
<2	0%	<1	0%	<3	0%
2<3	20%	1<2	20%	3<4	20%
3<4	40%	2<3	40%	4<5	40%
4<5	60%	3<4	60%	5<6	60%
5<6	80%	4<5	80%	6<7	80%
6+	100%	5+	100%	7+	100%

9A Other graded schedule for Match		9B Other graded schedule for Nonelective		9C Other graded schedule for Prior Match		9D Other graded schedule for Prior Nonelective		9E Other graded schedule for Prior MPP	
<1	0%	<1	0%	<1	0%	<1	0%	<1	0%
1	___%	1	___%	1	___%	1	___%	1	___%
2	___%	2	___%	2	___%	2	___%	2	___%
3	___%	3	___%	3	___%	3	___%	3	___%
4	___%	4	___%	4	___%	4	___%	4	___%
5	___%	5	___%	5	___%	5	___%	5	___%
6	___%	6	___%	6	___%	6	___%	6	___%
7	___%	7	___%	7	___%	7	___%	7	___%
8	___%	8	___%	8	___%	8	___%	8	___%
9	___%	9	___%	9	___%	9	___%	9	___%
10	___%	10	___%	10	___%	10	___%	10	___%
11	___%	11	___%	11	___%	11	___%	11	___%
12	___%	12	___%	12	___%	12	___%	12	___%



13	___%	13	___%	13	___%	13	___%	13	___%
14	___%	14	___%	14	___%	14	___%	14	___%
15	___%	15	___%	15	___%	15	___%	15	___%
16	___%	16	___%	16	___%	16	___%	16	___%
17	___%	17	___%	17	___%	17	___%	17	___%
18	___%	18	___%	18	___%	18	___%	18	___%
19	___%	19	___%	19	___%	19	___%	19	___%
20+	___%	20+	___%	20+	___%	20+	___%	20+	___%

**\*Note:** Any cliff schedule completed in 8A through 8D must provide for partial vesting beginning after no more than 5 years of Vesting Service and 100% vesting after no more than 20 years of Vesting Service.

**18.2 SPECIAL VESTING EVENTS.**

- a.  Participants are 100% vested if employed by an Employer upon<sup>1</sup>: (select all that apply)
  - i.  Death
  - ii.  Disability.
    - A.  For purposes of 100% vesting, a Participant who becomes Disabled while absent because of qualified military service is treated as having become Disabled while employed.
  - iii.  Early retirement
    - <sup>1</sup>Participants employed on or after NRD are always 100% vested.*

**18.3 SPECIAL VESTING SERVICE CREDITING PROVISIONS**

- a.  Elapsed time method
  - i. Crediting years of Vesting Service:
    - A.  Credit 1/12th year for each calendar month (full or partial) in which Employee has service
    - B.  Credit 1/12th year for each full calendar month of service and aggregate partial months of service treating each 30 days as 1/12th year of service
    - C.  One year of service for each full year of service and aggregate partial years treating 365 days of service as one year
- b.  Hours of Service method
  - i. Hours required in a vesting computation period to be credited with one year of Vesting Service:
    - A.  1,000 hours
    - B.  Other Hours of Service requirement: \_\_\_\_\_
  - ii. Vesting computation period:
    - A.  Plan Year
    - B.  Calendar year
    - C.  Anniversaries of Employment Commencement Date
    - D.  Other 12 month period beginning on: (month/day) \_\_\_\_\_
- c.  A Participant who becomes Disabled while absent from employment because of qualified military service is credited with Vesting Service as if he returned to employment immediately prior to his Disability date.

**18.4 VESTING SERVICE EXCLUSIONS**

- a.  No exclusions

- b.  Period before Employee attains age 18
- c.  Period before the effective date of the Plan
- d.  Periods of employment with the Employer in a capacity other than as a Covered Employee described in Section 8
- e.  If a former Employee is reemployed, his Vesting Service earned **before** reemployment is excluded in determining his vested interest in his Account earned **following** reemployment:
  - i.  regardless of whether the former Employee incurred a Break in Vesting Service<sup>1</sup>
  - ii.  only if the former Employee incurred a Break in Vesting Service
  - iii.  only if the former Employee incurred 5 consecutive Breaks in Vesting Service
  - iv.  Prior Vesting Service is excluded under 18.4e.i, 18.4e.ii, or 18.4e.iii above only if the former Employee was not vested when his employment originally terminated
- f.  If a former Employee is reemployed, his Vesting Service completed **following** reemployment is excluded in determining his vested interest in his Account earned **before** reemployment:
  - i.  regardless of whether the former Employee incurred a Break in Vesting Service
  - ii.  only if the former Employee incurred a Break in Vesting Service
  - iii.  only if the former Employee incurred 5 consecutive Breaks in Vesting Service
- g.  If an Employee incurs a Break in Vesting Service, Vesting Service completed before the break is excluded until the Employee again completes a year of Vesting Service following the break

<sup>1</sup>**Note:** A Break in Vesting Service under the elapsed time rules means a 12-consecutive-month period beginning on an Employee's Severance Date (and anniversaries of that date) in which he does not work any hours.

## 18.5 FORFEITURES

- a. Non-vested amounts are forfeited:
  - i.  Immediately upon distribution
  - ii.  Immediately upon termination
  - iii.  Upon 1 Break in Vesting Service after termination
  - iv.  At end of Plan Year in which termination occurs
  - v.  At end of Plan Year in which distribution occurs
  - vi.  Only upon 5 consecutive Breaks in Vesting Service following termination
- b. Restoration of forfeitures
  - i.  No restoration of forfeitures
  - ii.  Upon reemployment before 5 consecutive Breaks in Vesting Service, restore forfeited amounts:
    - A.  Only if Participant repays any Employer Contributions distributed at prior termination (*required buyback*)
    - B.  And Participant may also repay Employer Contributions distributed at prior termination (*optional buyback*)
    - C.  But Participant cannot repay Employer Contributions distributed at prior termination (*no buyback*)
- c. Forfeited amounts will:

	Nonelective	Matching	Testing*
i. Offset the Employer's contribution obligation. <sup>1</sup>	1. <input type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>
ii. Be re-allocated among Participants	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. Forfeitures may also be used to pay Plan expenses:	1. <input type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>
i. If there are Plan expenses, such expenses must be paid first before forfeitures are either re-allocated or used to offset contributions	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Administrator has discretion to direct when and to what extent Plan expenses are paid from forfeitures	1. <input type="checkbox"/>	2. <input checked="" type="checkbox"/>	3. <input type="checkbox"/>

\* Matching Contributions forfeited because they are attributable to 401(k) Contributions distributed or recharacterized because of 402(g) limits.

<sup>1</sup> If forfeitures occurring during the prior Plan Year remain after all contribution obligations for the current Plan Year are satisfied or upon termination of the Plan, and such forfeitures cannot be used to pay Plan expenses, the remainder shall be re-allocated among Participants as provided in Section 14.4 of the Base Plan Document.

e. Re-allocation of forfeitures.

	Nonelective	Matching	Testing
i. Participants eligible for re-allocation			
A. Only Participants who have met applicable re-allocation requirements in ii below	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
B. Participants who are actively employed at any time during the Plan Year	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
ii. Requirements for re-allocation:			
A. Last day requirement only. Must be in covered employment	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
B. Last day requirement only. Employment with Employer in uncovered employment satisfies requirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
C. Service requirement only	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Hours of Service requirement	1. <input type="checkbox"/> ____	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____
D. Last day and service requirement. Must be in covered employment for last day	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Hours of Service requirement	1. <input type="checkbox"/> ____	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____
E. Last day and service requirement. Employment with Employer in uncovered employment satisfies requirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Hours of Service requirement	1. <input type="checkbox"/> ____	2. <input type="checkbox"/> ____	3. <input type="checkbox"/> ____
F. Last day or hours requirement. Employment with Employer in an uncovered employment classification satisfies the last day requirement. The Hours of Service requirement is:	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. 1,000 Hours	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
2. 501 Hours	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iii. Exceptions to Last Day Allocation Requirements. Last day requirement does not apply in cases of:			
A. Death	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
B. Disability	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
C. Retirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
1. Exception applies only to normal retirement	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
iv. Exceptions to Service Allocation Requirements. Service requirement does not apply in cases of:			
A. Death	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

- |  |                             |                             |                             |
|--|-----------------------------|-----------------------------|-----------------------------|
| B. Disability  | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| C. Retirement  | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| 1. Exception applies only to normal retirement   | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| vi. Re-allocation based upon   |                             |                             |                             |
| A. Method of allocating Nonelective Contribution   | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| B. Ratio of Compensation   | 1. <input type="checkbox"/> | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |
| C. Ratio that Participant's contribution percentage ( <i>ratio of Participant's Pick-Up, 401(k), and matched After-Tax Contributions to the Participant's Compensation</i> ) bears to the aggregate contribution percentages of all Participants | 1. N/A                      | 2. <input type="checkbox"/> | 3. <input type="checkbox"/> |

## SECTION 19. CONTRIBUTION LIMITATIONS

### 19.1 CODE SECTION 415 LIMITATIONS

- a. Limitations Under Other Plans. If limitations would be exceeded under multiple defined contribution plans maintained by Employer:
- Reduce contributions to be made under other plans first, then reduce under this Plan
  - Reduce contributions to be made under this Plan first then under other plans
  - Reduce contributions to be made pro rata among all plans simultaneously
  - Reduce last amounts to be allocated first
  - Other reduction method

### 19.2 APPLICATION OF CODE SECTION 402(G) LIMITS.

- a.  Participants may direct the Administrator to return 401(k) Contributions that exceed the 402(g) limits when combined with contributions to plans maintained by *un-related* employers  
*(If the Participant made both Roth and Pre-Tax 401(k) Contributions to the Plan, the Participant must direct whether and to what extent the distribution will be made from his Pre-Tax and/or Roth 401(k) Contributions.)*
- b.  If excess deferrals are made under the Plan, the excess will be allocated and distributed as follows:
- First from Pre-Tax 401(k) Contributions, then from Roth 401(k) Contributions
  - First from Roth 401(k) Contributions, then from Pre-Tax 401(k) Contributions
  - Reduce in ratio that Participant's Pre-Tax and Roth 401(k) Contributions bear to Participant's total 401(k) Contributions for the calendar year
  - Participant directs reduction from Roth and/or Pre-Tax 401(k) Contributions. If no Participant direction is received, Plan's direction will be:
    - First from Pre-Tax 401(k) Contributions, then from Roth 401(k) Contributions
    - First from Roth 401(k) Contributions, then from Pre-Tax 401(k) Contributions
    - Reduce in ratio that Participant's Pre-Tax and Roth 401(k) Contributions bear to Participant's total 401(k) Contributions for the calendar year

### 19.3 DETERMINATION OF INCOME OR LOSS

- a. Income on contributions in excess of an applicable limit above will be determined using:
- The method otherwise used to allocate income or loss to Participant's Accounts under the Plan
  - The IRS fractional method

## SECTION 20. INVESTMENT OF PARTICIPANT ACCOUNTS

### 20.1 PARTICIPANT DIRECTED INVESTMENTS

- a.  Participants may direct investment of a portion or all of their Accounts
- i. Available Investments. Except as may be elected in Section 20.2, regarding self-directed brokerage funds, Investment Funds available for Participant-directed investment are selected by the Investment Fiduciary
- ii. Restrictions on Participant Investment Directions: *(select all that apply)*
- A.  Participant direction restricted to vested portions of Accounts only
- B.  Investment Fiduciary directs investment of the following:  
\_\_\_\_\_
- iii. Change Investment Elections. Unless elected below, investment changes that are timely received in accordance with established procedures will be implemented as of the business day they are received by the Administrator (or its delegate) or the next following business day.
- A.  Investment elections may only be changed as of:
1.  First of month following Valuation Date
2.  Entry Dates
3.  Other dates: \_\_\_\_\_
- iv. Failure to Direct Investments. If Participant fails to direct investments, his Account will be invested:
- A.  As directed by the Investment Fiduciary
- B.  In General Fund
- C.  In the following investment funds:  
\_\_\_\_\_

### 20.2 SELF-DIRECTED BROKERAGE FUND:

- a.  Plan assets may be invested through a self-directed brokerage fund
- i. Establishment of self-directed brokerage Investment Fund:
- A.  is required by the Employer, as settlor of the Plan
- B.  may be directed by the Investment Fiduciary

### 20.3 TRANSFER OF INVESTMENTS

- a. Transfer Effective Dates. Unless elected below, investment transfer elections that are timely received in accordance with established procedures will be implemented as of the business day they are received by the Administrator *(or its delegate)* or the next following business day.
- i.  Investment transfers may only be made as of:
- A.  First of month following Valuation Date
- B.  Entry Dates
- C.  Other dates: \_\_\_\_\_

## SECTION 21. LOANS

### 21.1 AVAILABILITY

- a.  The Plan permits Participant loans. Loans are permitted with the following restrictions, as applicable: *(select all that apply)*
- i.  No restrictions on loans
- ii.  Loans are not available from following portions of Participant's Account:
- A. If the Plan includes Qualified Voluntary Employee Contributions Sub-Accounts, loans may not be made from such Sub-Accounts and such Sub-Accounts are not included in determining the maximum amount of a loan.
- B.  Roth 401(k) Contributions Sub-Account.
1.  The balance of the Roth 401(k) Contributions Sub-Account is also excluded in determining maximum permissible loan amount
- C.  Other specified Sub-Accounts: \_\_\_\_\_
1.  The balance of the other Sub-Accounts is also excluded in determining maximum permissible loan amount

- iii.  Loans are **not** permitted to individuals with Rollover Contributions under the Plan, but who have not met the requirements to become an Eligible Employee.

**21.2 REPAYMENT OPTIONS.**

- a.  Loans are repaid through payroll withholding
  - i.  Participants may also make payments by other means

**21.3 DEFAULT.** If a loan payment is missed, default occurs as provided in the loan note, but not later than the end of the calendar quarter following the quarter in which the payment was due

**SECTION 22. HARDSHIP WITHDRAWALS**

**22.1 AVAILABILITY**

- a.  The Plan permits hardship withdrawals. Hardship withdrawals may be made from the following Accounts:
  - i.  Pick-Up Contributions
  - ii.  Pre-Tax 401(k) Contributions (*excluding interest credited after the later of (a) the last day of the Plan Year ending before July 1, 1989 or (b) December 31, 1988*)
  - iii.  Roth 401(k) Contributions (*excluding interest*)
  - iv.  After-Tax Contributions
  - v.  Rollover Contributions
  - vi.  Designated Roth Rollover Contributions
  - vii.  In-Plan Roth Rollover Contributions
  - viii.  After-Tax Rollover Contributions
  - ix.  Nonelective Contributions
  - x.  Prior Nonelective Contributions
  - xi.  Matching Contributions (*includes Regular, Additional Discretionary, and True-Up Matching Contributions*)
  - xii.  Prior Matching Contributions
  - xiii.  Other: (*specify Sub-Account(s)*)

**22.2 DETERMINATION OF IMMEDIATE AND HEAVY FINANCIAL NEED.**

- a.  Hardship withdrawals shall be made based on the safe harbors specified in 401(k) regulations.  
*(These include Code Section 213(d) medical expenses, purchase of a principal residence, post-secondary education/tuition expenses (including room and board), prevention of eviction from or foreclosure on the mortgage of a principal residence, funeral and burial expenses, and repairs to a principal residence for which a casualty loss deduction would be available)*
  - i.  Hardship withdrawals may be made under the safe harbor to satisfy an immediate and heavy financial need of a Participant's primary Beneficiary who is NOT the Participant's Spouse or other dependent  
*(Hardship withdrawals may only be made for the following needs of the primary Beneficiary: Code Section 213(d) medical expenses, post-secondary education/tuition expenses (including room and board), and funeral and burial expenses.)*
  - ii.  In addition, hardship withdrawals may be made under other non-discriminatory facts and circumstances, as follows:

\_\_\_\_\_  
*(Withdrawal criteria must be definitely determinable, non-discriminatory, and objective)*

- A.  401(k) Contributions may **not** be withdrawn under the above facts and circumstances.

- b.  Hardship withdrawals may be made under non-discriminatory facts and circumstances, as follows:

\_\_\_\_\_  
*(Withdrawal criteria must be definitely determinable, non-discriminatory, and objective)*

**22.3 DETERMINATION THAT PLAN DISTRIBUTION IS NECESSARY TO MEET NEED.**

- a.  Necessity for hardship withdrawal is determined using IRS suspension safe harbor

*(i) distribution doesn't exceed amount of the need (plus amounts necessary to pay federal, state, or local income taxes or penalties), (ii) Participant has obtained all other distributions and loans available under all plans of the Employer, and (iii) the Participant's "elective contributions" and "employee contributions" under all plans of the Employer are suspended for 6 months.<sup>1</sup>)*

- i.  The requirement that 401(k) and After-Tax Contributions be suspended to demonstrate that a withdrawal is necessary to meet the Participant's need applies only to withdrawals of 401(k) Contributions
- b.  Necessity for hardship withdrawal is determined based on Employee's certification  
*(The Employee certifies that his financial need cannot be relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by reasonable liquidation of the Employee's assets, (iii) by suspending elective contributions and employee contributions to all plans maintained by the Employer, (iv) by other distributions or nontaxable loans from plans maintained by the Employer, or (v) by borrowing from commercial sources.)*
- c.  Necessity for hardship withdrawal is determined either using IRS suspension safe harbor or based on Employee's certification, as determined by the Employee

<sup>1</sup>Pick-Up Contributions are not suspended for a hardship withdrawal.

#### **22.4 OPTIONAL LIMITATIONS ON HARDSHIP WITHDRAWALS.**

- a.  Additional limitations apply to hardship withdrawals. The following additional limitations apply: *(select all that apply)*
  - i.  Hardship withdrawals are only permitted from the following contributions if Participants are 100% vested in such contributions:
    - A.  Nonelective Contributions
    - B.  Matching Contributions
    - C.  Prior Nonelective Contributions
    - D.  Prior Matching Contributions
  - ii.  The minimum hardship withdrawal amount is the lesser of \$ \_\_\_\_\_ or 100% of Participant's withdrawable interest.
  - iii.  Future hardship withdrawals are suspended following a hardship withdrawals for the following period:
    - A.  \_\_\_\_\_ months
    - B.  Remainder of Plan Year and next following Plan Year
    - C.  Other suspension period: \_\_\_\_\_

### **SECTION 23. NON-HARDSHIP WITHDRAWALS**

#### **23.1 AVAILABILITY**

- a.  Non-hardship withdrawals are permitted under the Plan.

#### **23.2 SOURCES AND CONDITIONS FOR NON-HARDSHIP WITHDRAWALS.**

- a.  Withdrawals at Any Time. The following amounts may be withdrawn at any time:
  - i.  After-Tax Contributions
  - ii.  Rollover Contributions
  - iii.  After-Tax Rollover Contributions
  - iv.  Designated Roth Rollover Contributions
  - v.  In-Plan Roth Rollover Contributions *(contributions rolled over as In-Plan Roth Rollover Contributions must still be distributable under conditions no less favorable than before the rollover)*
- b.  Withdrawals at Specified Age. The following amounts may be withdrawn only after reaching the specified age:
  - i.  Pick-Up Contributions at age \_\_\_\_\_
  - ii.  After-Tax Contributions at age \_\_\_\_\_
  - iii.  Rollover Contributions at age \_\_\_\_\_
  - iv.  After-Tax Rollover Contributions at age \_\_\_\_\_
  - v.  Designated Roth Rollover Contributions at age \_\_\_\_\_
  - vi.  In-Plan Roth Rollover Contributions at age \_\_\_\_\_
  - vii.  Pre-Tax 401(k) Contributions at age \_\_\_\_\_ ( $\geq 59\frac{1}{2}$ )

- viii.  Roth 401(k) Contributions at age \_\_\_\_\_ ( $\geq 59\frac{1}{2}$ )
- ix.  Prior Money Purchase Pension Plan Contributions at age \_\_\_\_\_ ( $\geq 62$ )
- x.  Other contributions at age \_\_\_\_\_ ( $\geq 59\frac{1}{2}$ ) (specify other contribution(s) and conditions in a manner that is definitely determinable and not subject to employer discretion):  
\_\_\_\_\_

c.  Withdrawals of Nonelective/Matching Contributions. Nonelective/Matching Contributions may be withdrawn upon satisfying the requirements specified below.

- i.  Withdrawal is permitted after specified period of participation and/or attainment of specified age as elected in the table below:

	Nonelective	Matching <sup>1</sup>	Prior Nonelective	Prior Matching
A. Participant has participated in the Plan for a specified number of months	1. <input type="checkbox"/> _____	2. <input type="checkbox"/> _____	3. <input type="checkbox"/> _____	4. <input type="checkbox"/> _____
B. Participant has attained a specified age	1. <input type="checkbox"/> _____	2. <input type="checkbox"/> _____	3. <input type="checkbox"/> _____	4. <input type="checkbox"/> _____
C. Participant has both participated in the Plan for a specified number of months and attained a specified age	1. <input type="checkbox"/> _____ _____ Age _____ Service	2. <input type="checkbox"/> _____ _____ Age _____ Service	3. <input type="checkbox"/> _____ _____ Age _____ Service	4. <input type="checkbox"/> _____ _____ Age _____ Service

<sup>1</sup> Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions

### 23.3 MILITARY SERVICE WITHDRAWALS

- a.  A Participant absent from employment because of military leave for at least \_\_\_\_\_ days may make a withdrawal from the following:
  - i.  After-Tax Contributions
  - ii.  Rollover Contributions
  - iii.  After-Tax Rollover Contributions
  - iv.  Designated Roth Rollover Contributions
  - v.  In-Plan Roth Rollover Contributions
  - vi.  Pick-Up Contributions
  - vii.  Nonelective Contributions<sup>1</sup>
  - viii.  Prior Nonelective Contributions
  - ix.  Matching Contributions<sup>1</sup>
  - x.  Prior Matching Contributions

<sup>1</sup> Matching Contributions include Regular, Additional Discretionary, and True-Up Matching Contributions.

- b.  Deemed Severance from Employment.<sup>1</sup> A Participant engaged in military service more than 30 days may make a deemed severance withdrawal from the following:

- i.  Pre-Tax 401(k) Contributions
- ii.  Roth 401(k) Contributions

<sup>1</sup> Deemed severance withdrawals are subject to the 10% tax on early distributions and the Participant must be suspended from making 401(k) and After-Tax Contributions for at least 6 months.

- c.  Qualified Reservist Withdrawal.<sup>1</sup> A Participant who is a member of a reserve component and is ordered or called to active duty for a period in excess of 179 days (or for an indefinite period) may make a qualified reservist withdrawal of the following contributions:

- i.  Pre-Tax 401(k) Contributions
- ii.  Roth 401(k) Contributions

<sup>1</sup> Qualified reservist withdrawals are exempt from the 10% tax on early distributions and no contribution suspension applies.

### 23.4 LIMITATIONS ON NON-HARDSHIP WITHDRAWALS

- a.  Non-hardship withdrawals are only permitted from the following contributions if Participants are 100% vested in such contributions:



- i.  Nonelective Contributions
- ii.  Matching Contributions
- iii.  Prior Nonelective Contributions
- iv.  Prior Matching Contributions
- b.  The minimum non-hardship withdrawal amount is the lesser of \$\_\_\_\_\_ or 100% of Participant's withdrawable interest.
- c.  Future non-hardship withdrawals are suspended following a non-hardship withdrawal for the following period:
  - i.  \_\_\_\_\_ months
  - ii.  Remainder of Plan Year and next following Plan Year
  - iii.  Other suspension period: \_\_\_\_\_
- d.  The above limitations will **not** apply to withdrawals of In-Plan Roth Rollover Contributions
- e. The above limitations will **not** apply to military service withdrawals unless elected below: *(select all that apply)*
  - i.  Minimum withdrawal applies
  - ii.  Suspension period applies
  - iii.  100% vesting requirement applies

## SECTION 24. DISTRIBUTIONS

### 24.1 FORMS OF PAYMENT

- a. Available Forms. A Participant may receive payment in the following form(s):
  - i.  Single sum
  - ii.  Annuities
    - A. Normal/Optional Form of Benefit. Annuities are the:
      - 1.  Normal form
      - 2.  Optional form
    - B. Forms of annuity. Available forms of annuity are:
      - 1.  Limited to period certain annuities (*annuities payable for a specified number of months or years, rather than over the life of the Participant*)
        - a.  The specified payment period may be any period designated by the Participant (*not to exceed the joint life expectancies of the Participant and his Beneficiary*)
        - b.  The Participant may only elect one of the following payment periods: \_\_\_\_\_
      - 2.  May provide for payment over the life of the Participant (*select all that apply*)
        - a.  The Participant may select any form of annuity that can be purchased by the Plan
        - b.  The Participant may only elect among the following forms of annuity: single life annuity; life annuity with a 5, 10, or 15-year period certain; or 100%, 75%, 66 2/3%, or 50% joint and survivor annuity with the Participant's Spouse as the joint annuitant
        - c.  QJSA is available form
          - i. Survivor percentage under QJSA is 50% unless a larger percentage is indicated: \_\_\_\_\_%
  - iii.  Installment payments over period specified by Participant when payments start
    - A.  Participants may elect a modified distribution schedule
      - 1.  The election for more rapid distribution must be made when payments start
    - B. Failure to Make Election. If installments are the only form of payment available, the period over which installments will be paid if Participant fails to make an election will be:
      - 1.  The Participant's single life expectancy
      - 2.  5 years
      - 3.  10 years
      - 4.  Other payment period: \_\_\_\_\_
  - iv.  Required minimum distributions (RMDs) (*select only if Plan does not otherwise provide for installment payments.*)

- A. RMDs Payable. Required minimum distributions are payable as follows:
  - 1.  Only while an Employee is receiving payment for employment after age 70½ in accordance with Section 24.4a
  - 2.  If payments start at Participant's Required Beginning Date, whether or not Participant is still employed on that date
- b.  A Participant may elect distribution in more than one form of payment
- c. Form of Payment to Beneficiary.
  - i. If Participant dies before payments start, distribution to the Participant's Beneficiary will be made in the following form:
    - A.  Any of the forms of payment available to the Participant, as elected by the Beneficiary<sup>1</sup>
    - B.  Single sum only

<sup>1</sup> *Note: Legal rules limit the period over which payments may be made to a Participant's Beneficiary. For example, payment may not be made over the joint lives of the Beneficiary and another person.*
  - ii.  Regardless of the election in i above, if the Participant dies before his Required Beginning Date, the Beneficiary may receive RMDs
- d. In Kind Distributions. The following distributions may be made in kind:
  - i.  No in kind distributions
  - ii.  All distributions
  - iii.  Only distributions from self-directed brokerage accounts may be made in kind

**24.2 CASH-OUTS**

- a.  Small account balances will be cashed out upon a distribution event.
  - i. The cash-out amount is:
    - A.  \$1,000
    - B.  \$3,500
    - C.  \$5,000
    - D.  \$ \_\_\_\_\_ (< \$5,000)
  - ii.  Rollover Contributions will be disregarded in determining whether Account will be cashed out

**24.3 COMMENCEMENT OF BENEFITS WHILE EMPLOYED.** The following provisions apply: *(select all that apply)*

- a.  A Participant who continues employment beyond Normal Retirement Date may elect to commence retirement benefits while employed
- b.  A Participant who incurs a Disability and continues employment may elect to commence retirement benefits.

**24.4 POST 70½ DISTRIBUTIONS.** A Participant who continues employment beyond April 1 of the calendar year following the year he attains age 70½:

- a.  May elect to commence retirement benefits as of that date
- b.  May not commence retirement benefits as of that date

**24.5 DISTRIBUTIONS ON TERMINATION OF EMPLOYMENT**

- a. Postpone Distribution. A Participant who terminates employment may defer distribution until:
  - i. If the Participant terminates prior to Normal Retirement Date:
    - A.  Later of age 62 or Normal Retirement Date
    - B.  Required Beginning Date
  - ii. If the Participant retires on or after Normal Retirement Date:
    - A.  No deferral permitted
    - B.  Required Beginning Date
- b. Miscellaneous Provisions. The following provisions regarding distributions on termination of employment apply: *(select all that apply)*
  - i.  Terminated Participant may elect partial distribution
  - ii.  Participant may waive 30-day waiting period following receipt of notice concerning rollovers to receive distribution

**24.6 REQUIRED COMMENCEMENT OF DISTRIBUTION TO BENEFICIARIES.** Distribution to Beneficiary of Participant who dies before his Required Beginning Date will be made:

- a.  In full within 5 years of Participant's death *(or by year Participant would reach 70½ if Participant's Spouse is sole Beneficiary)*  
*(Select if Plan provides only for single sum payments to Beneficiaries – no installments, no annuities, and no required minimum distributions)*
- b.  In installments over Beneficiary's life expectancy beginning within 1 year of Participant's death *(or by year Participant would have reached age 70½, if Participant's Spouse is sole Beneficiary)*  
*(Select if Plan provides only for installment or annuity payments to Beneficiaries.)*
- c.  Either (1) in full within 5 years of Participant's death or (2) in installments over the Beneficiary's life expectancy, as elected by the Participant or Beneficiary.  
*(Select if Plan provides for both (a) single sum payments and (b) installment, annuity, or required minimum distribution payments to Beneficiaries.)*
  - i. If no election is made, distribution will be made:
    - A.  In full within 5 years of Participant's death *(or by year Participant would reach 70½, if Participant's Spouse is sole Beneficiary)*
    - B.  In installments over the Beneficiary's lifetime beginning within 1 year of Participant's death *(or by year Participant would have reached age 70½, if Participant's Spouse is sole Beneficiary)*

**24.7 EFFECT OF REEMPLOYMENT**

- a. Right to Distribution and Form of Payment. If a Participant is reemployed:
  - i.  No further distribution will be made until subsequent termination and prior form of payment election is null and void
  - ii.  Participant continues to be eligible to receive distribution of prior Account balance under elected form of payment *(new election must be made for Account earned following reemployment)*  
*(Payments made after reemployment may be subject to early distribution taxes, as distribution may no longer be viewed as due to termination of employment.)*

**24.8 BENEFICIARIES.**

- a. If no Beneficiary has been designated or no Beneficiary survives the Participant, the default Beneficiary will be Participant's Spouse or, if none:
  - i.  Participant's estate
  - ii.  Participant's surviving children in equal shares or, if none, Participant's estate
  - iii.  Participant's issue, per stirpes, or, if none, Participant's surviving parents in equal shares, or, if none, Participant's estate
  - iv.  Other: \_\_\_\_\_

**24.9 SPOUSAL PROVISIONS**

- a. Required Spouse Consent. Even though not required by law, the following the following options require spousal consent: *(select all that apply)*
  - i.  Spouse consent is required for loans
  - ii.  Spouse consent is required for in-service withdrawals
  - iii.  Spouse consent is required to elect a form of payment other than QJSA *(only if Plan provides QJSA form of payment)*
  - iv.  Spouse consent is required to select a non-Spouse Beneficiary

**24.10 DOMESTIC PARTNER PROVISIONS**

- a.  If a Participant has a Domestic Partner, the Participant's Domestic Partner will be treated as the Participant's Spouse for Beneficiary and consent purposes, including consent to the actions identified in 24.9a above.

## SECTION 25. MISCELLANEOUS

### 25.1 DEFINITION OF DISABILITY.

*(Complete only if Plan includes a feature that is contingent upon a Participant's Disability.)*

- a. Participant is Disabled if he satisfies any of the criteria selected below: *(select all that apply)*
  - i.  Eligible for social security disability
  - ii.  Eligible for benefits under Employer's long term disability program
  - iii.  Determined by the Plan Administrator on the basis of medical evidence satisfactory to it
  - iv.  Other *(must be definitely determinable and not subject to Employer discretion):*  
\_\_\_\_\_

### 25.2 DEFINITION OF HCE

- a. Unless elected below, the look back year is the 12-month period immediately preceding Plan Year
  - i.  Look back year is calendar year beginning within the 12-month period immediately preceding Plan Year *(may select only if Plan Year is not calendar year)*
- b. Are HCEs limited to top-paid 20% of Employees?
  - i.  Yes.
  - ii.  No.

### 25.3 PLAN EXPENSES

- a. General Administrative Expenses. Except to the extent they are reduced by forfeitures, general administrative expenses of the Plan will be paid:
  - i.  From Participants' Accounts, except the Employer may elect to pay some or all expenses
  - ii.  From Participants' Accounts. Except as selected below, the Employer shall **not** pay expenses. *(select all that apply)*
    - A.  Employer pays no expenses
    - B.  Employer pays expenses for all current Participants
    - C.  Employer pays expenses for retired Participants with an Account balance following retirement
    - D.  Employer pays expenses for terminated Participants with an Account balance following termination

### 25.4 SUPERSEDING PLAN PROVISIONS

- a.  The Plan includes special provisions that supersede any inconsistent provisions of the Adoption Agreement or Base Plan Document *(provisions are found in the applicable Addendum)*

## SECTION 26. FUNDING AGENT INFORMATION

### 26.1 IDENTIFICATION OF FUNDING AGENT

- a. The Funding Agent holding Plan assets is: Prudential Bank and Trust

## SECTION 27. VOLUME SUBMITTER INFORMATION

### 27.1 USE AND APPLICATION OF VOLUME SUBMITTER DOCUMENT

The PDS Premier™ Governmental Volume Submitter 401(a) Plan Adoption Agreement No. 001 may be used only in conjunction with the PDS Premier™ Governmental Volume Submitter 401(a) Plan Base Plan Document No. 02. The volume submitter practitioner will provide information to the Employer of any amendments made to the PDS Premier™ Governmental Volume Submitter 401(a) Plan or of the discontinuation or abandonment of the PDS Premier™ Governmental Volume Submitter 401(a) Plan.

The Employer may rely on the advisory letter issued to the volume submitter practitioner by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code only to the extent provided in Revenue Procedure 2011-49. The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the PDS Premier™ Governmental Volume Submitter 401(a) Plan and in Revenue Procedure 2011-49.

In order to have reliance in such circumstances, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

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

Questions regarding adoption of the PDS Premier™ Governmental Volume Submitter 401(a) Plan, the intended meaning of any volume submitter plan provisions, or the effect of the advisory letter issued by the Internal Revenue Service with respect to the PDS Premier™ Governmental Volume Submitter 401(a) Plan may be addressed to the volume submitter practitioner's agent designated for such purpose in 27.2 below.

**27.2 AGENT FOR VOLUME SUBMITTER PRACTITIONER**

*Prudential Retirement Insurance and Annuity Company  
280 Trumbull Street  
Hartford, CT 06103*

**27.3 IDENTIFICATION OF VOLUME SUBMITTER PRACTITIONER**

*Plan Document Systems™  
1919 M Street, NW  
Suite 700  
Washington, DC 20036  
800-333-PLAN (7526)*

**SECTION 28. EXECUTION**

*This Plan must be signed and dated below by all the indicated parties to be effective*

EXECUTED AT \_\_\_\_\_,

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Lancaster County, Nebraska

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM A  
SUPERSEDING PLAN PROVISIONS**

**A.1 SUPERSEDING PLAN PROVISIONS**

- a. The provisions described in this Addendum supersede other provisions of this Adoption Agreement and/or the Base Plan Document in the manner described. These provisions have *not* been pre-approved by the Internal Revenue Service and must be disclosed as modifications to the pre-approved language.

Section 9.1 is modified to provide as follows:

- A. A Covered Employee who is an elected official, chief deputy, attorney, physician, department head, appointed assistant to department head, county board administrator, bailiff, district court referee, or sheriff captain and is not covered by a collective bargaining agreement may elect to participate in the Plan at any time after the date he becomes a Covered Employee. A Covered Employee who makes such an election shall become an Eligible Employee as of the Entry Date coinciding with or next following his election.
- B. A Covered Employee who is not described in A above shall be eligible to participate in the Plan as follows:
1. A Covered Employee who has attained age 21 and completed 6 months of Eligibility Service may elect to participate in the Plan. A Covered Employee who makes such an election shall become an Eligible Employee as of the Entry Date coinciding with or next following his election.
  2. Except as otherwise specifically provided in Section 3 below, a Covered Employee who is hired prior to age 55 and has not made the election described in 1 above shall become an Eligible Employee as of the Entry Date coinciding with or next following the date on he has both attained age 25 and completed one year of Eligibility Service.
  3. A Covered Employee who is hired on or after age 55 may make a one-time, irrevocable election, as provided in Section 9.6a.i of the Adoption Agreement, not to participate in the Plan.

Eligibility Service shall be credited using the elapsed time method.

An election to participate in the Plan as provided in A or B.1 above is irrevocable once made. A Participant making such an election is required to participate in the Plan as a condition of his employment.

Section 9.6a.i is modified to provide that the one-time election not to participate applies only to Covered Employees hired on or after age 55.

Section 10.2b.ii is modified to credit Hours of Service for unpaid leave solely to prevent a Break in Service.

Section 12.2b.ii is modified to exclude accrued sick leave that is paid to the Post Employment Health Plan.

Section 13.1a.ii is modified to provide that Pick-Up Contributions shall be made for bargained Employees in the amount specified in the applicable collective bargaining agreement and for non-bargained Employees in the amount specified by the Employer.

Section 13.1b is modified to provide that Pick-Up Contributions made on behalf of an Eligible Employee who is a rehired retiree may be made on a year-end basis rather than a payroll basis to avoid making contributions to Employees who are in a PERS eligible position.

Section 14.2a is modified to provide that Regular Matching Contributions shall be made for bargained Employees in the amount specified in the applicable collective bargaining agreement and for non-bargained Employees in the amount specified by the Employer.

Section 14.5a is modified to provide that Regular Matching Contributions made on an Eligible Employee's behalf for a Plan Year will not exceed any statutory limits established under Nebraska law, including any limits applicable to an Eligible Employee's combined Regular Matching Contributions and Pick-Up Contributions.

Section 18.1a is modified to provide that the vested interest of an Eligible Employee who is an elected official or department head on or after January 1, 2001, in his Matching Contributions Sub-Account shall be at all times 100%.

Section 24.1a.iii.A is modified to permit Participants to modify the distribution schedule for installments, not just to accelerate payments.

**ADDENDUM B**  
**INTERIM RETROACTIVE COMPLIANCE AMENDMENT**  
**EFFECTIVE DATES**

**B.1 GENERAL COMPLIANCE**

- a. Unless otherwise specifically provided by the terms of the Plan, this amendment and restatement is effective with respect to each change made to satisfy the provisions of (i) final Treasury Regulations issued under Code Section 401(k) and 415 ("*final 415 Regulations*"), (ii) the Pension Protection Act of 2006 ("*PPA*"), (iii) the Heroes Earnings Assistance and Relief Act of 2008 ("*HEART*"), (iv) the Worker, Retiree and Employee Recovery Act of 2008 ("*WRERA*"), (v) the Small Business Jobs Act of 2010 ("*SBJPA*"), or (vi) any regulations, rulings, or other published guidance issued under the Code, ERISA, PPA, HEART, WRERA, or SBJPA, the first day of the first period (*which may or may not be the first day of a Plan Year*) with respect to which such change became required because of such provision (*including any day that became such as a result of an election or waiver by an Employee or a waiver or exemption issued under the Code, ERISA, PPA, HEART, WRERA, or SBJPA*), including, but not limited to, the provisions described in this Addendum.

**B.2 RETROACTIVE EFFECTIVE DATES TO REFLECT COMPLIANCE WITH INTERIM LEGAL CHANGES**

- a. Final 415 Compliance:
- i. Unless a different date is specified below, the following provisions were effective as of the first day of the first limitation year beginning on or after July 1, 2007:
- A.  *Compensation*: The definition of "Compensation" was amended to include only post-severance amounts permitted to be included as "415 compensation".
1.  A later effective date applies: \_\_\_\_\_
- B. *415 Compensation*: The definition of "415 compensation" was amended to include only permissible post-severance amounts.
- C. *415 Limits*: The 415 limitations were amended to reflect the final 415 regulations effective the first day of the first limitation year beginning on or after July 1, 2007.
- b. PPA Compliance (*as modified by HEART, WRERA, and SBJPA*)
- i. Unless a different date is specified below, the following provisions (*if applicable*) were effective as of the first day of the first Plan Year beginning on or after January 1, 2007:
- A. *Rollover Contributions to the Plan*:
1.  The Plan was amended to permit Rollovers Contributions to the Plan of after-tax employee contributions from a 403(b) plan.
- a.  A later effective date applies: \_\_\_\_\_
2.  The Plan was amended to permit Rollovers Contributions to the Plan of designated Roth contributions from a 403(b) plan.
- a.  A later effective date applies: \_\_\_\_\_
- B. *Definition of Eligible Retirement Plan*:
1. Effective for distributions made after December 31, 2006, the definition of "eligible retirement plan" was amended to permit direct rollovers of After-Tax Contributions from the Plan to a defined benefit plan or 403(b) annuity that separately accounts for them.
2. Effective for distributions made after December 31, 2006, the definition of "eligible retirement plan" was amended to permit direct rollovers of Roth 401(k) Contributions and After-Tax Contributions from the Plan to a 403(b) annuity that separately accounts for them.
3. Effective for distributions made after December 31, 2008, the definition of "eligible retirement plan" was amended to permit direct rollovers to Roth IRAs.
- C. *Direct Rollovers by Non-Spouse Beneficiaries*: The Plan was amended to permit a Participant's non-Spouse Beneficiary to make a direct rollover of any distribution made after the effective date to an inherited IRA.
1.  A later effective date applies: January 1, 2009 (*cannot be later than the first day of the first Plan Year beginning after December 31, 2009*)
- D.  *Qualified Reservist Withdrawals*: The Plan was amended to provide for "qualified reservist withdrawals".
1.  A different effective date applies: \_\_\_\_\_ (*cannot be earlier than September 11, 2001*)

- E.  *Hardship Withdrawals for Beneficiary's Need:* Effective for withdrawals made after January 7, 2009, the Plan was amended to permit a hardship withdrawal by the Participant to satisfy an immediate and heavy financial need of the Participant's primary Beneficiary.
1.  A later effective date applies: \_\_\_\_\_
- F. *Gap Period Income:* Effective for Plan Years beginning on or after January 1, 2008, the Plan was amended to provide that distributions of "excess deferrals" and 401(k) Contributions that exceed the limits under Code Section 402(g) when aggregated with a plan maintained by an un-related employer shall not include income or loss for the gap period between the end of the Plan Year in which they were contributed and the date of distribution.
- c. HEART Compliance
- i. Unless a different date is specified below, the following provisions (*if applicable*) were effective as of the first day of the first Plan Year beginning on or after January 1, 2007:
- A.  *Compensation:* Effective for Plan Years beginning after December 31, 2008, the definition of "Compensation" was amended to include differential pay.
1.  A later effective date applies: \_\_\_\_\_
- B. *415 Compensation:* Effective for limitation years beginning after December 31, 2008, the definition of "415 compensation" was amended to include differential pay.
- C. *Death While in Qualified Military Service:* The Plan was amended to provide that upon the death of a Participant absent from employment due to qualified military service:
1. The Participant was treated as having returned to employment immediately prior to death for all purposes, other than accruing additional benefits under the Plan.
2.  The Participant was also treated as having returned to employment immediately prior to death for purposes of accruing additional benefits under the Plan.
- a.  A later effective date applies: \_\_\_\_\_
- D. *Disability While in Qualified Military Service:* The Plan was amended to provide that if a Participant became Disabled while absent from employment due to qualified military service:
1.  The Participant was treated as having returned to employment immediately prior to disability for all purposes, other than accruing additional benefits under the Plan.
- a.  A later effective date applies: \_\_\_\_\_
2.  The Participant was also treated as having returned to employment immediately prior to disability for purposes of accruing additional benefits under the Plan.
- a.  A later effective date applies: \_\_\_\_\_
- E.  *Deemed Severance from Employment:* Effective for Plan Years beginning after December 31, 2008, a Participant absent from work because of qualifying military service for more than 30 days is deemed to have terminated employment for purposes of eligibility to receive a distribution of 401(k) Contributions.
1.  A later effective date applies: \_\_\_\_\_
- ii. WRERA Compliance
- A.  *Special MRD Rules:* The Plan was amended to provide the following with respect to minimum required distributions made with respect to the 2009 calendar year:
1.  Minimum required distributions were made for the 2009 calendar year, unless a Participant or Beneficiary affirmatively elected *not* to receive the distribution.
2.  Minimum required distributions were *not* made for the 2009 calendar year, unless a Participant or Beneficiary affirmatively elected *to* receive the distribution.
3.  If the first minimum required distributions commenced for the 2009 calendar year, distribution did not commence unless a Participant or Beneficiary affirmatively elected to receive the distribution. If minimum required distributions commenced prior to the 2009 calendar year, distributions were made for the 2009 calendar year, unless a Participant or Beneficiary affirmatively elected *not* to receive the distribution.
- d. SBIPA Compliance
- i.  Unless a later effective date is specified below, effective beginning September 27, 2010, the Plan was amended to permit In-Plan Roth Rollover Contributions.
- A.  A later effective date applies: \_\_\_\_\_