



## MEMORANDUM

---

**To:** Board of Directors

**Cc:** Bill Boyles, Esquire  
Kevat Patel, M.D.

**From:** George Mikitarian  
President/CEO

**Subject:** Board/Committee Meetings – March 2, 2026

**Date:** February 26, 2026

---

**The Retirement Planning Committee will meet at 10:30 a.m. in the first-floor conference room.**

**The Ad Hoc Credentials Review Committee will meet at 11:30 a.m. where the Committee will review credentialing and privileging files as they relate to medical staff appointment/reappointment.**

**The Quality Committee will convene at 12:00 p.m., which will be followed by the Finance Committee, the Executive Committee, and the Education Committee meetings.**

**The Board of Directors will meet in executive session no earlier than 1:30 p.m.** Following the Board of Directors Executive Session, the Board of Directors regularly scheduled meeting will be held, however no earlier than 2:00 p.m.

**The Planning Committee meeting has been canceled.**

**Retirement Planning Committee:**

Stan Retz, Chairperson (January 1, 2026- December 31, 2028)

Dan Aton (April 1, 2024- April 1, 2026)

Chris McAlpine (February 1, 2025 – January 31, 2028)

Leigh Spradling (March 1, 2024 – March 1, 2026)

Casey Crouch (March 2, 2023 – March 1, 2026)

Jane Hankins (June 1, 2025 – May 31, 2028)

PARRISH MEDICAL CENTER  
RETIREMENT PLANNING COMMITTEE MEETING AGENDA  
MARCH 2, 2026 @ 10:30 A.M.  
FIRST FLOOR CONFERENCE ROOM 2/3/4/5

CALL TO ORDER

- I. Public Comments
- II. Review and approval of minutes November 3, 2025.

**Motion: To recommend approval of the November 3, 2025 meeting minutes as presented.**

- III. SECURE 2.0 Act – Mr. Burke

**Motion: To recommend the Finance Committee approve the Resolution of the Retirement Planning Committee of the North Brevard County Hospital District recommending the Restatement of and the Amendment to the North Brevard Hospital District D/B/A Parrish Medical Center 403(b) Plan.**

- IV. MetLife Update Review – Mr. Abbruzzese and Mr. Johnson
- V. Quarterly 403(b) and 457(b) Plan Review – Anderson Financial Partners
- VI. Membership Reappointment for Leigh Spradling

**Motion: To recommend the Finance Committee approve the reappointment of Leigh Spradling to the Retirement Planning Committee for a two year term beginning March 1, 2026 through March 1, 2028**

- VII. Membership Reappointment for Casey Crouch

**Motion: To recommend the Finance Committee approve the reappointment of Casey Crouch to the Retirement Planning Committee for a two-year term beginning March 1, 2026 through March 1, 2028.**

- VIII. Membership Reappointment for Dan Aton

**Motion: To recommend the Finance Committee approve the reappointment of Dan Aton to the Retirement Planning Committee for a two-year term beginning April 1, 2026 through April 1, 2028.**

IX. Other

X. Adjournment

**PARRISH MEDICAL CENTER  
RETIREMENT PLANNING COMMITTEE MEETING  
NOVEMBER 3, 2025**

The members of the Retirement Planning Committee met on November 3, 2025, at 11:03 a.m. The following representing a quorum, were present or participating via phone:

Retirement Planning Committee:

Stan Retz, Chairperson  
Chris McAlpine  
Leigh Spradling  
Casey Crouch  
Jane Hankins  
Dan Aton (excused)

Others Present:

Robert Jordan, Chairman, Board of Directors  
Michael Moehring, CFO  
Stephanie Parham, Executive Office Manager Administration  
Valary Brett, Financial Assistant  
Tommi Middleton, Director of Finance  
Sandra D'Cruz, Controller  
Natalie Sellers, Sr. Vice President Communications  
Tim Anderson, Anderson Financial Partners  
John Anderson, Anderson Financial Partners  
Michael Sitowitz, Interim Controller  
Jeff Goolsby, Forvis Mazars  
Rick Burke, Gray Robinson

**Call to Order**

The meeting was called to order by the Chairperson at 11:03 a.m.

**Review and Approval of Minutes**

The following motion was made by Ms. Spradling and seconded by Mr. McAlpine and approved and approved (5 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE RETIREMENT PLANNING COMMITTEE MINUTES OF MAY 5, 2025, MEETING AS PRESENTED.***

**Restated North Brevard Country Hospital District 403(b) Plan**

Mr. Burke presented changes to the 403(b) Plan, corresponding documents were available for review and are appended to the file copy of these minutes. The following motion was made by Mr. Crouch and seconded by Ms. Spradling and approved (5 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE RESOLUTION OF THE RETIREMENT PLANNING COMMITTEE OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT RECOMMENDING THE RESTATEMENT OF AND THE AMENDMENT TO THE NORTH BREVARD COUNTY HOSPITAL DISTRICT d/b/a PARRISH MEDICAL CENTER 403(b) PLAN.***

**Restated North Brevard County Hospital District 457(b) Plan**

Mr. Burke presented changes to the 457(b) Plan, corresponding documents were available for review and are appended to the file copy of these minutes. The following motion was made by Ms. Spradling and seconded by Mr. Crouch and approved (5 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE RESOLUTION OF THE RETIREMENT PLANNING COMMITTEE OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT RECOMMENDING A RESTATEMENT OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT d/b/a PARRISH MEDICAL CENTER 457(b) PLAN.***

**Membership Reappointment for Stan Retz**

The Committee voted on reappointment of membership for Stan Retz. The following motion was made by Mr. Crouch, seconded by Ms. Spradling, and approved (5 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO RECOMMEND THE FINANCE COMMITTEE APPROVE THE REAPPOINTMENT OF STAN RETZ TO RETIREMENT PLANNING COMMITTEE FOR A TWO-YEAR TERM FROM JANUARY 1, 2026 – DECEMBER 31, 2028.***

**403(b) and the 457(b) Investment Update**

Tim Anderson, Anderson Financial Partners, gave a brief economic commentary, legislative update, fund menu review, fiduciary responsibilities and reviewed the summary of performance from the meeting handouts. Handouts are appended to the file copy of these minutes.

**Other**

Noted for the minutes, no other items discussed.

**Adjournment**

There being no further business, the meeting was adjourned at 11:34a.m.

---

Stan Retz, Chairperson

**RESOLUTION OF THE  
RETIREMENT PLANNING COMMITTEE OF THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
RECOMMENDING THE RESTATEMENT OF AND THE AMENDMENT  
TO THE  
NORTH BREVARD HOSPITAL DISTRICT  
D/B/A PARRISH MEDICAL CENTER 403(b) PLAN**

The Retirement Planning Committee, (the “Committee”) of North Brevard County Hospital District, d/b/a Parrish Medical Center, at a meeting duly called and held, at which a quorum was present, hereby adopts the following recitals and resolutions:

**WHEREAS**, the North Brevard County Hospital District (the “District”) is a special hospital district of the State of Florida created by special act of the Florida Legislature in 1953 by Chapter 28924, Laws of Florida, re-codified by Ch. 2003-362, Laws of Florida; and

**WHEREAS**, the District established the North Brevard County Hospital District, a Special Tax District operating the North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) Plan (the “Plan”), effective as of January 1, 1989; and

**WHEREAS**, the Committee assists in the administration of the Plan and provides recommendations to the District regarding the Plan; and

**WHEREAS**, the District reserved the right to amend the Plan; and

**RESOLVED**, the Committee hereby recommends that the District restate the Plan to permit participants to make voluntary after-tax employee contributions to the Plan and to comply with the so-called SECURE 2.0 Act. The restated Plan (which includes an “Adoption Agreement” and a “Basic Plan Document) is attached hereto as Exhibit “A”; and

**FURTHER RESOLVED**, that any and all actions heretofore taken by any officer or director of the District in connection with the actions contemplated herein is, ratified, confirmed and approved in all respects; and be it

***FURTHER RESOLVED***, that the applicable officers are hereby authorized to take the actions necessary to implement this resolution.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of March, 2026.

RETIREMENT PLANNING COMMITTEE  
OF NORTH BREVARD COUNTY HOSPITAL  
DISTRICT

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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

ATTEST:

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

**EXHIBIT “A”**

**NORTH BREVARD COUNTY HOSPITAL  
D/B/A  
PARRISH MEDICAL CENTER  
403(b) PLAN**

**ADOPTION AGREEMENT  
AND  
BASIC PLAN DOCUMENT**

**GOVERNMENTAL PRE-APPROVED 403(b) PLAN  
ADOPTION AGREEMENT #12-001**

**For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations**

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

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

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

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

**SECTION 1  
EMPLOYER INFORMATION**

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

**1-1 EMPLOYER INFORMATION.**

Name: North Brevard County Hospital District d/b/a Parrish Medical Center

Address: 951 North Washington Ave.

City, State, Zip Code: Titusville, FL 32796

Telephone: 321-268-6111

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN).** 59-6020427

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

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

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

**1-4 EMPLOYER'S TAX (ACCOUNTING) YEAR END (optional).** The Employer's tax (accounting) year ends September 30

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

Yes

No

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

North Brevard Medical Support, Inc.

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

**SECTION 2  
PLAN INFORMATION**

2-1 **PLAN NAME.** North Brevard County District d/b/a Parrish Medical Center 403(b) Plan

Original Effective Date: January 1, 1989

Restatement Effective Date: January 1, 2026

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

2-2 **PLAN NUMBER.** 003

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

- (a) Custodial Account under Code §403(b)(7)  
 (b) Annuity Contract under Code §403(b)(1)  
 (c) Custodial Account and/or Annuity Contract  
 (d) The Plan is intended to be a FICA Replacement Plan

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

2-4 **PLAN YEAR.**

- (a) Calendar year.  
 (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
 (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.

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

- This Plan is a frozen Plan effective \_\_\_\_\_.

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

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

- (a) Yes  
 (b) No

2-7 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.  
 (b) Name: The Employer identified in AA Section 1-1 and the Retirement Planning Committee (See Addendum A)

Address: 951 North Washington Ave, Titusville, FL 32796

Telephone: 321-268-6111

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

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

- (a) The individual is covered by the Employer’s disability insurance plan and is determined to be Disabled under such plan.
- (b) The individual is determined to be Disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

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

(d) Alternative definition of Disabled: \_\_\_\_\_

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

**SECTION 3  
ELIGIBLE EMPLOYEES**

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

| Deferral                            | Match                    | ER                       |  |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees (as defined in Section 1.21 of the BPD)   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (d) Student Employees (as defined in Section 1.97 of the BPD)  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (e) Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the BPD).   |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (f) Employees who normally work less than ___ hours a week.  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (g) Employees eligible for a governmental Code §457(b) plan sponsored by the Employer that includes salary deferral contributions<br>Specify name of Code §457(b) plan (optional): _____ |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (h) Employees eligible for a 401(k) plan sponsored by the Employer<br>Specify name of the 401(k) plan (optional): _____  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (i) Employees eligible for another 403(b) plan sponsored by the Employer that includes salary deferral contributions<br>Specify name of the other 403(b) plan (optional): _____          |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (j) Seasonal Employees   |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (k) Temporary Employees  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (l) Interns  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (m) Per diem Employees   |

| Deferral | Match                               | ER                                  |  |
|----------|-------------------------------------|-------------------------------------|--|
| N/A      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (n) Other: <u>Employees of North Brevard Medical Support, Inc. and Employees who are classified by the Employer as "non-benefit eligible" Employees.</u> |
| N/A      | <input type="checkbox"/>            | <input type="checkbox"/>            | (o) Other:   |

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

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

**SECTION 4  
MINIMUM AGE AND SERVICE REQUIREMENTS**

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

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

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

| Match                               | ER                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (1) There is no minimum service requirement for participation in the Plan.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.</li> <li><input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the BPD for rules regarding the application of this subsection (ii).)</li> </ul> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (4) The completion of ___ Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [ <i>An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.</i> ]  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "Part-Time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).   |

**Match**                      **ER**

- (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
  - (A) There is no minimum service requirement for participation in the Plan.
  - (B) The completion of at least \_\_\_\_ Hours of Service during the first \_\_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
  - (C) Under the Elapsed Time Method as defined in AA §4-3 below.
  - (D) Describe: \_\_\_\_\_
- (ii) Part-Time Employees must complete a Year of Service (as defined in AA §4-3).
  - (A) For this purpose, a Part-Time Employee is any Employee whose normal work schedule is less than:
    - (I) \_\_\_\_ hours per week.
    - (II) \_\_\_\_ hours per month.
    - (III) \_\_\_\_ hours per year.
  - (B) Describe Part-Time Employees for this purpose: \_\_\_\_\_  
 [*Note: A Part-Time Employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

- (6) Two (2) Years of Service.
- (7) Under the Elapsed Time Method as defined in AA §4-3 below.
- (8) Describe eligibility conditions: \_\_\_\_\_
- (9) Describe eligibility conditions: \_\_\_\_\_

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

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

**Match**                      **ER**

- (1) There is no minimum age for Plan eligibility.
- (2) Age 21.
- (3) Age \_\_\_\_.

- (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

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

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

**Match**                      **ER**

- (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
- (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

- | Match                               | ER                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (d) <b>Monthly.</b> The first day of each calendar month.   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (e) <b>Payroll period.</b> The first day of the payroll period.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) <b>The first day of the Plan Year.</b> [See Section 2.03(b) of the BPD for special rules that apply.] |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) <b>Describe Entry Date:</b> _____   |

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

- | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (h) <b>next following</b> satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (i) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (j) <b>nearest</b> the satisfaction of the minimum age and service requirements.                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (k) <b>preceding</b> the satisfaction of the minimum age and service requirements.                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (l) <b>coinciding with or preceding</b> the satisfaction of the minimum age and service requirements.  |

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

- | Match                    | ER                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) <b>Describe</b> any special rules that apply with respect to the Entry Dates under this AA §4-2: _____<br><i>[Note: The Employer may describe different Entry Dates for different groups of Employees, provided such Entry Dates are consistent with the permissible elections in this AA §4-2.]</i> |

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

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

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

- | Match                    | ER                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period.</b> The Plan will use Anniversary Years for all Eligibility Computation Periods.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Exclusion Years.</b> Instead of the Plan Year, the Plan will use Anniversary Years for Exclusion Years for purposes of determining whether Employees normally work fewer than 20 hours per week. (See Section 2.02(b)(4) of the BPD.)  |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Elapsed Time Method.</b> Eligibility service will be determined under the Elapsed Time Method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) For Match, must complete a ____ period of service</li> <li><input type="checkbox"/> (2) For ER, must complete a ____ period of service</li> </ul> <p><i>[Note: Under the Elapsed Time Method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.]</i></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for eligibility will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> <li><input type="checkbox"/> (7) <b>Hours worked.</b> 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (8) <b>Regular time hours.</b> 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (9) <b>Describe:</b> _____</li> </ul> <p><i>[Note: Any description under (9) must be definitely determinable with respect to Hours of Service.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the BPD) will be disregarded in applying the eligibility rules. <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>   |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 2.07(d) of the BPD) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service. <ul style="list-style-type: none"> <li><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>  |

Match ER

(h) **Special eligibility provisions:** \_\_\_\_\_

*[Note: Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan. The Employer may describe different eligibility provisions, including different Eligibility Computation Periods and different service crediting methods, for different groups of Employees, provided such eligibility provisions are consistent with the permissible elections in this AA §4.]*

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution types under the Plan as of such Employee's Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

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

Match ER

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

- (a) the Effective Date of this Plan (as designated in the Employer Signature Page).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) \_\_\_\_\_ *[insert date no earlier than the Effective Date of this Plan]*.

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

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

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

- (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_
- (g) Describe special rules: \_\_\_\_\_

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

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

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

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

- (1) The Plan will count service with all Employers which have been acquired.
- (2) The Plan will count service with the following Predecessor Employers:

|                              | Name of Predecessor Employer | Eligibility              | Vesting                  | Allocation Conditions    |
|------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> (i) | _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(b) **Describe** any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

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

**SECTION 5  
COMPENSATION DEFINITIONS**

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

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) “Simplified” Code §415 Compensation
- (d) Wages under Code §3401(a)

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

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

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation:
  - (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
  - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

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

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

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

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

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No exclusions.   |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Elective Deferrals (as defined in Section 1.33 of the BPD), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4). |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits.  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) Compensation above \$____.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (e) Amounts received as a bonus.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (f) Amounts received as commissions.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Overtime payments.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Amounts received for services performed for a non-signatory Related Employer. (See Section 2.02(c) of the BPD.)  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (i) “Deemed §125 compensation” as defined in Section 1.101(d) of the BPD.  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (j) Amounts received after Severance from Employment. (See Section 1.101(b) of the BPD.)   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (k) Differential Pay (as defined in Section 1.101(e) of the BPD).  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (l) Leave of absence pay.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (m) Describe adjustments to Plan Compensation: <u>All compensation is excluded other than base pay and personal leave bank received.</u>   |

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

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

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

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (1) The Plan Year.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (2) The calendar year ending in the Plan Year.                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (3) The Employer's fiscal tax year ending in the Plan Year.              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (4) The 12-month period ending on _____ which ends during the Plan Year. |

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

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

**Match**

**ER**

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

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

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

**SECTION 6  
EMPLOYER CONTRIBUTIONS**

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

- Yes  
 No [If No, skip to AA §6A.]

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

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

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

- (b) **Fixed contribution.**

(1) \_\_\_% of each Participant's Plan Compensation.

(2) \$\_\_\_ for each Participant.

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

(1) Describe: \_\_\_\_\_

(2) See Addendum.

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

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

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

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

(3) **Fixed dollar.** \$ \_\_\_ for each period of service designated below.

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

(4) Each Hour of Service

(5) Each week of employment

(6) Describe period: \_\_\_\_\_

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

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

(7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

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

|                              | Years of Service            | Contribution % |
|------------------------------|-----------------------------|----------------|
| <input type="checkbox"/> (1) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (2) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (3) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (4) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (5) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (6) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (7) | From ___ and above          | ___%           |

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

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

(f) **Describe special rules for determining contributions under the Plan:** \_\_\_\_\_

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

**6-3 ALLOCATION FORMULA.**

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

(1) as a uniform percentage of Plan Compensation.

(2) as a uniform dollar amount.

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

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

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

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

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

(A) N/A

(B) \$1

(C) \$100

(D) \$1,000

(ii) \$ \_\_\_\_ (not to exceed the Taxable Wage Base)

(iii) 20% of the Taxable Wage Base

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

(2) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**Description of allocation groups**

**Group 1:** \_\_\_\_\_

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

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

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

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

(B) **Describe:** \_\_\_\_\_

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

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

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

- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_% (must be between 7.5% and 8.5%) in determining a Participant’s Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant’s Actuarial Factor: \_\_\_\_\_
- (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

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

- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.
- (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.
- (i) **Describe special rules for determining allocation formula:** \_\_\_\_\_

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

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

- (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation paid during the following period: [*The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.*]
  - (1) Plan Year quarter
  - (2) calendar month
  - (3) payroll period
  - (4) Other period more frequent than Plan Year: \_\_\_\_\_

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

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
  - (1) \_\_\_% of Plan Compensation
  - (2) \$\_\_\_
  - (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Offset of Employer Contribution.**
  - (1) A Participant’s allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [*insert name of plan(s)*].
  - (2) In applying the offset under this subsection (c), the following rules apply: \_\_\_\_\_
- (d) **Other special rules relating to Employer Contributions:** \_\_\_\_\_

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

- (a) **Contributions for former Employees.** If this subsection (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee for the period through the end of the Taxable Year of the Employee in

which such Employee ceases to be an Employee and through the end of each of the next five Taxable Years (as provided in Section 3.01(c) of the BPD), as described below:

- (1) A separate discretionary Employer Contribution may be made to each former Employee (i.e., each former Employee is in such former Employee's own allocation group).
- (2) The Employer will allocate \_\_\_% of the former Employee's deemed Total Compensation for the period through the end of the taxable year in which the former Employee has a Severance from Employment and the next \_\_\_ taxable years (not to exceed 5).
- (3) Describe the contribution/allocation formula that applies to former Employees: \_\_\_\_\_

[*Note: The Employer must describe the contribution/allocation rules in a definitely determinable manner consistent with the contribution and allocation elections available under AA §6-2 and 6-3 and/or a combination thereof.*]

(b) **Contributions of accrued unpaid sick, PTO and/or vacation leave.** (Complete all that apply.)

- (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: \_\_\_\_\_
- (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: \_\_\_\_\_
- (3) The Employer will make Employer Contributions of amounts of accrued unpaid PTO leave, as described below: \_\_\_\_\_

[*Note: The Employer must describe an Employer Contribution of accrued unpaid sick, PTO and/or vacation leave that meets the following requirements:*

- *The leave converted under the arrangement can only be accrued unpaid leave;*
- *The leave converted can only be sick, PTO and/or vacation leave;*
- *The Employer must designate how often the conversions occur under this AA §6-5;*
- *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
- *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
- *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
- *The leave conversion formula is definitely determinable.*]

[*Note: As an alternative to describing the Employer Contribution of accrued unpaid sick, PTO and/or vacation leave above, the Employer may attach an addendum which incorporates by reference the currently applicable accrued sick, PTO and/or vacation leave policy. The addendum does not need to include the actual accrued sick, PTO and/or vacation leave policy, but must be sufficiently descriptive to identify incorporated documents.*]

6-6 **MANDATORY CONTRIBUTIONS.** See AA §6C-3 for elections relating to Mandatory Contributions.

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
  - (1) 1,000 Hours of Service during the Plan Year.
    - (i) Hours of Service are determined using actual Hours of Service.
    - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):
      - (A) Monthly
      - (B) Weekly

- (C) Daily
- (D) Semi-monthly
- (E) Hours worked
- (F) Regular time hours
- (2) \_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month
- (iii) payroll period
- (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- (i) Only the employment condition will be based on the period selected in subsection (1) above.
- (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- (iii) Describe any special rules: \_\_\_\_\_
- [Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]*
- (e) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- (i) dies.
- (ii) has a Severance from Employment due to becoming Disabled.
- (iii) becomes Disabled.
- (iv) has a Severance from Employment after attaining Normal Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (v) has a Severance from Employment after attaining Early Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
- (i) an employment condition designated under this AA §6-7.
- (ii) a minimum service condition designated under this AA §6-7.
- (iii) a Discretionary Employer Contribution.
- (iv) a Fixed Employer Contribution.

- (f) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
  - (1) All Employees.
  - (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (g) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (h) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

**SECTION 6A  
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Eligible Employees permitted to make Salary Deferrals under the Plan?

- Yes
- No [If “No” is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the BPD).

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

- (1) \_\_\_\_% of Plan Compensation
- (2) \$\_\_\_\_.

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

Any limit described in subsection (1) or subsection (2) above applies with respect to the following period:

- (3) Plan Year.
  - (4) the portion of the Plan Year during which the individual is eligible to participate.
  - (5) each separate payroll period during which the individual is eligible to participate.
- (b) **Limits on deferrals on bonus payments.** [*Note: This subsection (b) may only be selected if bonus payments are not excluded under AA §5-3.*]
- (1) The same limits specified above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the BPD) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement. (See Section 3.03(a) of the BPD.)
  - (2) A Participant may defer up to \_\_\_\_% (*not to exceed 100%*) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement. (See Section 3.03(a) of the BPD.)
  - (3) Describe special rules applicable to deferrals on bonus payments: \_\_\_\_\_
- (c) Describe any other Plan limitations on Salary Deferrals: \_\_\_\_\_

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) \_\_\_\_% of Plan Compensation for a payroll period.
- (b) \$\_\_\_\_ for a payroll period.
- (c) Describe: \_\_\_\_\_

[*Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3. If AA §2-3(d) is checked, and the Plan is intended to be a FICA Replacement Plan but does not permit*

*Employer Contributions (AA §6-1 is "No") or Matching Contributions (AA §6B-1 is "No"), the minimum deferral rate must be at least 7.5%. See BPD Section 6.04(a)(3).]*

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the BPD) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

(a) **Availability of Roth Deferrals.**

- (1) Roth Deferrals are permitted under the Plan.
- (2) Roth Deferrals are not permitted under the Plan.

*[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.]*

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.09(b) of the BPD for default distribution rules if a Participant fails to designate the appropriate Account(s) for distribution purposes.)

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

(1) **Distributions and withdrawals.**

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

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

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

(c) **In-Plan Roth Conversions.** In-Plan Roth Conversions are not permitted unless Roth Deferrals are permitted in subsection (a) above, and then are permitted only if elections in this subsection (c) are completed.

- (1) **Effective date.** Effective \_\_\_\_\_, a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

(2) **In-Service Distribution.**

- (i) For a Participant to convert such Participant's eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. *[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution types to Roth Deferrals through an In-Plan Roth Conversion.]*

- (ii) For a Participant to convert such Participant’s eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

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

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

- (i) Pre-tax Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Employee Contributions
- (v) Rollover Contributions
- (vi) Mandatory Contributions
- (vii) Describe: \_\_\_\_\_

*[Note: Any contribution types described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]*

- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution types that are fully vested (i.e., 100% vested).

*[Note: If an In-Plan Roth Conversion is permitted from partially-vested types, special rules apply for determining the vested percentage of such amounts after conversion. See the rules under Section 7.08 of the BPD.]*

- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$ \_\_\_\_.
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

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

- (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.
- (v) The ability to make In-Plan Roth Conversions is limited to the following events: \_\_\_\_\_
- (vi) Describe: \_\_\_\_\_

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

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

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.08 of the BPD.

*[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.08 of the BPD.]*

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[*Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.*]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.
- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.
  - (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.
  - (iii) Describe distribution options: \_\_\_\_\_
- (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS.** \_\_\_\_\_

[*Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.*]

6A-6 **AUTOMATIC INCREASE FOR PARTICIPANTS WITH AFFIRMATIVE SALARY DEFERRAL ELECTION.** A Participant's affirmative Salary Deferral election will not automatically increase or expire. To override this default, select the appropriate elections below.

If elected, a Participant's affirmative Salary Deferral election will expire annually, unless otherwise indicated below. Prior to expiration, the Plan must provide Participants with a timely notice that their affirmative Salary Deferral elections will expire and how the automatic increase provision will apply. Prior to the expiration of an affirmative Salary Deferral election, the Participant can complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage. If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant's current Salary Deferral election will continue and will be subject to the automatic increase below.

- (a) If elected under this subsection (a), a Participant's affirmative Salary Deferral election (a) will increase each Plan Year as follows: (See Section 3.03(c) of the BPD.)
- (1) \_\_%, up to a maximum of \_\_%.
- A Participant's affirmative Salary Deferral election will expire and the automatic increase will occur:
- (2) Annually, on \_\_\_\_\_ [*indicate date*]
  - (3) Describe: \_\_\_\_\_ [*indicate date/frequency, other than annual*]
- (b) Automatic increase and expiration provisions will apply to:
- (1) All Participants with an affirmative Salary Deferral election.
  - (2) Only Participants with an affirmative Salary Deferral election that is less than or equal to \_\_%
  - (3) Only Participants with an affirmative Salary Deferral election that is at least \_\_%
  - (4) Describe: \_\_\_\_\_ [*must not discriminate in favor of Highly Compensated Employees*]
- (c) The automatic increase will be allocated under the Plan's administrative procedures unless otherwise indicated below:
- Describe: \_\_\_\_\_ [*indicate manner in which the automatic increase will be allocated to the Participant's account.*]
- (d) **Application of automatic increase.** Unless designated otherwise under this subsection (d), if an automatic increase is selected under this AA §6A-6, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)
- (1) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the first Plan Year following the date salary deferrals begin.

- (2) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the \_\_\_ Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant.
  - (3) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) which is at least 6 months (or 180 days) after the Participant first has salary deferrals withheld.
  - (4) **Effective date.** The automatic increase described under subsection (a) is generally effective as of the first day of the Plan Year. If this subsection (4) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
    - (i) The anniversary of the Participant's date of hire.
    - (ii) The anniversary of the Participant's first salary deferral contribution.
    - (iii) The first day of each calendar year.
    - (iv) The anniversary of the Participant's Entry Date.
    - (v) Other date: \_\_\_\_\_

*[Note: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.]*
  - (e) **Expiration of affirmative deferral elections.** A Participant's affirmative deferral election will expire:
    - (1) at the end of each Plan Year.
    - (2) Describe date that the affirmative election will expire: \_\_\_\_\_

*[Note: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.]*

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.

    - Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will NOT be subject to any automatic increase.
  - (f) **Describe special rules** applicable to the automatic increase and expiration of affirmative Salary Deferral election: \_\_\_\_\_
- [Note: Any special rules under this subsection (f) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.]*

**6A-7 CHANGE OR REVOCATION OF DEFERRAL ELECTION.**

- (a) **Change or revocation of deferral election.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired Participants.** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.
  - Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

*[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]*

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

(a) **Type of Automatic Contribution Arrangement.**

- (1) **Eligible Automatic Contribution Arrangement.** Check this subsection (1) if the Employer intends for the Plan to be an Eligible Automatic Contribution Arrangement (EACA), as described in Section 3.03(c)(2). If this subsection (1) is checked, the selections in this AA §6A-8 must be consistent with the requirements of an EACA. As an EACA, the Employer also must complete AA §6A-8(c) relating to permissible withdrawals.
- (2) **Automatic Contribution Arrangement other than an EACA.** Check this subsection (2) if the Employer intends for the Plan to be an Automatic Contribution Arrangement other than an EACA.

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

(1) **Effective date of Automatic Contribution Arrangement or EACA.** The automatic deferral provisions under this AA §6A-8 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- (ii) \_\_\_\_\_ [*insert date no earlier than the Effective Date of this Plan*].
- (iii) As set forth under a prior Plan document. [*Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]
- (iv) If the Employer is amending the provisions applicable to the ACA or EACA, the amended provisions are effective as of \_\_\_\_\_ [*insert date*].

[*Note: In no event may the automatic deferral election apply to amounts that would (but for the automatic deferral election) become currently available after the later of the date on which the Employer adopts the cash or deferred arrangement, or the date on which the arrangement first becomes effective.*]

(2) **Automatic Contribution Arrangement deferral amount and automatic increase.**

(i) **Automatic deferral amount.**

- (A)   2  % of Plan Compensation
- (B) \$ \_\_\_\_\_

(ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

- (A) \_\_\_\_\_% of Plan Compensation
- (B) \$ \_\_\_\_\_

(C) If this subsection (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

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

- (D) \_\_\_\_\_% of Plan Compensation
- (E) \$ \_\_\_\_\_

(iii) **Special application of automatic increase provisions.** The Employer may describe under this subsection (iii) special rules applicable to automatic increase provisions: \_\_\_\_\_

[*Note: Any special application of the automatic increase provisions must be definitely determinable.*]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants (i.e., Participants who enter the Plan after the automatic deferral provisions are effective) and current Participants (i.e., Participants who were eligible to participate in the Plan at the time the automatic deferral provisions are effective) as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Reduction Agreement (including an election not to defer) and who:
- (A) become Participants on or after the effective date of the automatic deferral provisions.
  - (B) are hired on or after the effective date of the automatic deferral provisions.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement (including an election not to defer under the Plan).
  - (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Reduction Agreement that is less than the automatic deferral amount, or who have not made a Salary Reduction Agreement, will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Reduction Agreement on or after the effective date of the automatic deferral provisions.
  - (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (3)(i) are subject to the automatic deferral provisions. [*Note: See Section 3.03(c)(2)(i) of the BPD for the application of this subsection (C) under an EACA.*]
  - (D) No change for current Participants. Prior automatic deferral provisions will continue to apply.
  - (E) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement (excluding an election not to defer under the Plan).
  - (F) Describe: \_\_\_\_\_
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant’s affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant’s affirmative deferral election will expire:
- (A) at the end of each Plan Year.
  - (B) Describe date that the affirmative election will expire: \_\_\_\_\_
- [*Note: The date must be definite.*]
- The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, upon the expiration of an affirmative deferral election, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant’s current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.
- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the \_\_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.
- (iv) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) The anniversary of the Participant's Entry Date.
- (E) Other date: \_\_\_\_\_

- (v) **Special rules:** \_\_\_\_\_

[*Note: Any special rules under this subsection (v) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.*]

- (5) **Treatment of Employees who have had a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee has a Severance from Employment).

- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (ii) **Administrative procedure.** The treatment of re-hired employees will be governed by separate administrative procedure.
- (iii) **Describe special rules applicable to rehired employees:** \_\_\_\_\_

[*Note: Any special rules under this subsection (iii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]

- (c) **Permissible Withdrawals under an Eligible Automatic Contribution Arrangement (EACA).**

- (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c)(2) of the BPD), the permissible withdrawal provisions under Section 3.03(c)(2) of the BPD apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c)(2) of the BPD, without regard to the in-service distribution provisions selected under AA §10-1. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
- (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (c) are not available.
- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (d) **Other automatic deferral provisions:** The 2% of Plan Compensation automatic deferral percentage specified in AA Section 6A-8(b)(i)(A) above will be applied on a payroll period basis.

*[Note: Any language added under this subsection (d) must be definitely determinable. Under this subsection (d), the Employer may describe the automatic deferral provisions from the elections available in Section 6A and/or a combination thereof.]*

6A-9 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
  - (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
  - (2) \_\_\_\_\_ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of May 1, 2009. *[If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection (b).]*

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

*[Note: Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii). Under this AA §6A-10, the Employer may only describe special rules which are consistent with the available elections under AA §6A.]*

## SECTION 6B MATCHING CONTRIBUTIONS

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

- Yes.**
- No.** *[Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.]*

6B-2 **MATCHING CONTRIBUTION FORMULA.** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

*[Note: See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6C-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]*

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as:
  - (1) A uniform percentage of Eligible Contributions for each period designated in AA §6B-5 below.
    - To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_\_ % of Plan Compensation for such period.

- (2) A flat dollar amount for each period designated in AA §6B-5 below.
  - (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
    - (A) \_\_\_ % of Plan Compensation for such period.
    - (B) \$\_\_\_ for such period.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
  - (1) \_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
    - To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_% of Plan Compensation for such period.
  - (2) \$\_\_\_ for each period designated in AA §6B-5 below.
    - (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
      - (A) \_\_\_% of Plan Compensation for such period.
      - (B) \$\_\_\_ for such period.
- (c) **Matching Contributions under collective bargaining agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a collective bargaining agreement, employment contract or equivalent arrangement as follows:
  - (1) Describe: \_\_\_\_\_
  - (2) See Addendum.

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

- (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.
  - (1) **Tiers as percentage of Plan Compensation.**

| Eligible Contributions   | Fixed Match | Discretionary Match                 |
|--|-------------|-------------------------------------|
| <input checked="" type="checkbox"/> (i) Up through .99 ___% of Plan Compensation                       | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (ii) Over .99 ___% and up through 1.99 ___% of Plan Compensation   | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (iii) Over 1.99 ___% and up through 2.99 ___% of Plan Compensation | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (iv) Over 2.99 ___% and up through 3.99 ___% of Plan Compensation  | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (v) Over 3.99 ___% and up through ___% of Plan Compensation        | ___%        | <input checked="" type="checkbox"/> |

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. The Employer may add additional tiers.]*

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

| Eligible Contributions                        | Fixed Match | Discretionary Match      |
|---|-------------|--------------------------|
| <input type="checkbox"/> (i) Up through \$___ | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (ii) Over \$___      | ___%        | <input type="checkbox"/> |

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. The Employer may add additional tiers.]*

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

| Years of Service  | Fixed Match | Discretionary Match      |
|---|-------------|--------------------------|
| <input type="checkbox"/> (1) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (2) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (3) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (4) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (5) From ___ and above                                       | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (6) Describe any limits on the Years of Service match: _____ |             |                          |

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

- (f) **Different Employee groups.** The Employer may make a separate Matching Contribution to the Participants in the following allocation groups. The Employer must designate in writing the amount of the contribution to be allocated to each allocation group. The allocation groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).

- (1) A separate discretionary Matching Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).
- (2) A separate discretionary or fixed Matching Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Eligible Contributions, to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below. The Employer may include limits on the Matching Contribution for the allocation groups.
- The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

**Description of allocation groups**

- Group 1:** \_\_\_\_\_

*[Note: The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).]*

- (g) **Describe special rules for determining allocation formula:** The Discretionary Match referenced in AA Section 6B-2(d)(1) above means the Discretionary Matching Contribution expressed as a percentage of Plan Compensation.

*[Note: Any special rules must relate solely to determining the allocation formula and must be consistent with the available elections under this AA §6B-2.]*

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”).** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution types are eligible for a Matching Contribution under AA §6B-2:

- (1) Pre-tax Deferrals
- (2) Roth Deferrals
- (3) Age 50 Catch-Up Contributions
- (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

*[Note: See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.]*

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): \_\_\_\_\_
- [Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.]*
- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates (or the Employer chooses to use the Plan’s optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.
- The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.
- (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_
- [Note: If contribution types are limited for only certain Matching Contributions, those limitations may be described under this subsection (d). Any special rule under this subsection (d) must be consistent with the available elections under this AA §6B-3.]*

**6B-4 LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. *[See AA §6C-2 for any limits that apply with respect to After-Tax Employee Contributions.]*

- (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:
- (1) \_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_.
- (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- [Note: If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*
- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) \_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_.
- (3) Other limits on Matching Contributions: \_\_\_\_\_ *(not greater than 100% of Plan Compensation.)*
- The limit on Matching Contributions will be based on Plan Year, even if the period for determining Matching Contributions under AA §6B-5 is more frequent.
- (4) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):
- |   |   |
|---|---|
| <input type="checkbox"/> (1) Any limit on the amount of Eligible Contributions does not apply to: | <input type="checkbox"/> (2) Any limit on Matching Contributions does not apply to: |
| <input type="checkbox"/> (i) Discretionary match  | <input type="checkbox"/> (i) Discretionary match                                    |
| <input type="checkbox"/> (ii) Fixed match   | <input type="checkbox"/> (ii) Fixed match   |

- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

(d) **Special limits applicable to Matching Contributions:** See AA Section 6B-2(g)

[*Note: Any description under subsection (d) must be consistent with the available elections under this AA §6B-4.*]

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other period more frequent than Plan Year: \_\_\_\_\_

[*Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.*]

[*Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent such Participant does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the BPD.)*]

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

[*Note: See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.*]

(a) **Application of allocation conditions.** [*Note: Leave (a) blank if allocation conditions will apply to all matching contributions under the Plan.*]

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[*Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.*]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) 1,000 Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):

(A) Monthly

(B) Weekly

- (C) Daily  (D) Semi-monthly
- (E) Hours worked  (F) Regular time hours
- (2) \_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for the application of allocation conditions on the basis of designated periods.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month
- (iii) payroll period
- (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- [*Note: Any description under subsection (iv) must be for a period less than a Plan Year.*]
- (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- (i) Only the employment condition will be based on the period selected in subsection (1) above.
- (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- (iii) Describe any special rules: \_\_\_\_\_
- [*Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]
- (e) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
- (1) All Employees.
- (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (f) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (g) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- (i) dies.
- (ii) has a Severance from Employment due to becoming Disabled.
- (iii) becomes Disabled.
- (iv) has a Severance from Employment after attaining Normal Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (v) has a Severance from Employment after attaining Early Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (vi) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
  - (i) an employment condition designated under this AA §6B-7.
  - (ii) a minimum service condition designated under this AA §6B-7.
  - (iii) the following Matching Contributions:
    - (A) Discretionary match
    - (B) Fixed match
    - (C) Tiered match
    - (D) Year of Service match
    - (E) Employee group match
- (h) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_  
*[Note: Any special rule must relate solely to the allocation conditions and must be consistent with the available elections under AA §6B-7.]*

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: \_\_\_\_\_  
*[Note: Any special rules must relate solely to Matching Contributions and must be consistent with the available elections under AA §6B.]*

**SECTION 6C**  
**AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS**

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

- (a) Participants may make After-Tax Employee Contributions to the Plan.
- (b) Participants must make Mandatory Contributions to the Plan.

6C-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6C-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the BPD), except as limited under this AA §6C-2.

- (a) **Eligibility for After-Tax Employee Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: \_\_\_\_\_

*[Note: Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.]*

- (b) **Limits on After-Tax Employee Contributions.** If this subsection (b) is checked, the following limits apply to After-Tax Employee Contributions:

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

- (i) \_\_\_\_% of Plan Compensation
- (ii) \$\_\_\_\_

for the following period:

- (iii) the entire Plan Year.
- (iv) the portion of the Plan Year during which the Employee is eligible to participate.
- (v) each separate payroll period during which the Employee is eligible to participate.

- (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
  - (i) \_\_\_\_% of Plan Compensation.
  - (ii) \$\_\_\_\_\_.
- (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection (c), After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
  - (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
    - (i) All Matching Contributions elected under AA §6B.
    - (ii) All Matching Contributions elected under AA §6B-2, except for the following Matching Contributions: \_\_\_\_\_
  - (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
    - (i) \_\_\_\_% of Plan Compensation.
    - (ii) \$\_\_\_\_\_.
    - (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant’s Entry Date under the Plan, a Participant’s election to change or resume an After-Tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an After-Tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an After-Tax election (on a prospective basis) at any time.
- (e) **Describe special rules applicable to After-Tax Employee Contributions:** \_\_\_\_\_  
*[Note: Any special rules must satisfy the requirements of Code §403(b).]*

6C-3 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.59 of the BPD) to the Plan equal to the amount specified under this AA §6C-3. Any amounts contributed pursuant to this AA §6C-3 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

- (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:
  - (1) \_\_\_\_ % of Plan Compensation.
  - (2) \$\_\_\_\_\_ per pay period.
  - (3) Any amount from \_\_\_\_ % to \_\_\_\_ % of Plan Compensation, as designated by the Participant.
  - (4) The amount designated under an applicable collective bargaining agreement, employment contract or other arrangement with the Employee.
  - (5) Describe amount: \_\_\_\_\_  
*[Note: Amount may not exceed 100% of Plan Compensation.]*
- (b) Special rules applicable to Mandatory Contribution: \_\_\_\_\_  
*[Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.]*

**SECTION 7  
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age \_\_\_\_ (not to exceed 65).
- (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of the Employee’s:
  - (1) Participation commencement date.
  - (2) Employment date.

- (c) Describe Normal Retirement Age: The later of the attainment of age 65 or the completion of six (6) years of Vesting Service.

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if such Participant is still employed after attainment of each of the following:
- (1) Attainment of age \_\_\_\_.
  - (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
  - (3) The completion of \_\_\_\_ Years of Service, determined as follows:
    - (i) Same as for eligibility.
    - (ii) Same as for vesting.
- (b) Describe Early Retirement Age: \_\_\_\_\_

**SECTION 8  
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

- Yes  
 No [*If "No" is checked, skip to Section 9.*]

*[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals and/or After-Tax Employee Contributions.]*

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the BPD for a description of the various vesting schedules under this AA §8-2.) If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan, any vesting schedule selected must satisfy the rules under Section 6.04(b)(1) of the BPD.

- (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

**ER      Match**

- (1) Full and immediate vesting
- (2) 3-year cliff vesting schedule
- (3) 5-year graded vesting schedule
- (4) 6-year graded vesting schedule
- (5) Modified vesting schedule

\_\_\_\_% immediately on Plan participation

\_\_\_\_% after 1 Year of Service

\_\_\_\_% after 2 Years of Service

\_\_\_\_% after 3 Years of Service

\_\_\_\_% after 4 Years of Service

\_\_\_\_% after 5 Years of Service

\_\_\_\_% after 6 Years of Service

\_\_\_\_% after 7 Years of Service

**ER Match**

\_\_\_\_% after 8 Years of Service

\_\_\_\_% after 9 Years of Service

\_\_\_\_% after 10 Years of Service

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

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

[*Note: As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:*

- (1) **15-year cliff vesting schedule.** The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (2) **20-year graded vesting schedule.** The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (3) **20-year cliff vesting for qualified public safety employees.** Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10(B))).

*If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]*

(b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

[*Note: Any special provision must satisfy the pre-ERISA Code vesting requirement.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's \_\_\_\_ (not to exceed 18th) birthday is excluded.
- (c) Describe special rules for vesting service: \_\_\_\_\_

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- (a) dies.
- (b) has a Severance from Employment due to becoming Disabled.
- (c) becomes Disabled.
- (d) reaches Early Retirement Age.
- (e) Not applicable. No increase in vesting applies.

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

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

- | ER                       | Match                    |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Vesting Computation Period.</b> Instead of the Plan Year: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods.</li> <li><input type="checkbox"/> (2) Describe: _____</li> </ul> <p>[<i>Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.</i>]</p>   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period provided in Section 7.04 of the BPD.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for vesting will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> <li><input type="checkbox"/> (7) <b>Hours worked.</b> 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (8) <b>Regular time hours.</b> 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (9) <b>Describe:</b> _____</li> </ul> <p>[<i>Note: Any description under (9) must be definitely determinable with respect to Hours of Service.</i>]</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the BPD.) <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>   |

- | ER                       | Match                    |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 7.07(b) of the BPD) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service.<br><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) <b>Special rules:</b> _____   |

8-6 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion, within the permissible parameters below, how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

- | ER                                  | Match                               |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-6.]       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (c) Used to reduce Employer Contributions and/or Matching Contributions.                      |

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

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (e) within 12 months following the Plan Year in which the forfeiture occurs.     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) for the Plan Year in which the forfeiture occurs or the following 12 months. |

Forfeitures used for Plan expenses:

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Forfeitures will be used to pay Plan expenses prior to applying forfeitures under subsection (b) or (c).                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Forfeitures will be used to pay Plan expenses if any forfeitures remain after applying forfeitures under subsection (b) or (c). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (i) Forfeitures will <b>not</b> be used to pay Plan expenses.   |

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Describe: _____<br>[Note: Any language added under this subsection (m) must relate solely to the treatment of forfeitures.] |
|--------------------------|--------------------------|---|

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

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant’s vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- The Cash-Out Distribution forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the BPD) is treated as having an immediate forfeiture of such Participant’s nonvested Account Balance.

To modify the forfeiture timing rules, complete this AA §8-7(b).

- (1) A forfeiture will occur upon the completion of \_\_\_ consecutive Breaks in Service (as defined in Section 7.09(a)(1)(iv) of the BPD).
- (2) A forfeiture will occur immediately upon Severance from Employment.
- (c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-7(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.
  - If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 7.09(a)(2) do not apply.

8-8 **SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT.** Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check the box below.

- The Plan will forfeit benefits (including vested benefits) upon the death of a Participant. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

**SECTION 9**  
**DISTRIBUTION PROVISIONS – SEVERANCE FROM EMPLOYMENT**

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

**Lump sum distribution.** A Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum upon Severance from Employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon Severance from Employment.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.
  - Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$\_\_\_\_\_
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.01 of the BPD.
- (d) **Installment distributions for RMD purposes only.**
- (e) **Partial lump sum for RMD purposes only.**
- (f) **Describe distribution options:** \_\_\_\_\_

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

9-2 **SPOUSAL CONSENT.** Except as provided by State law, spousal consent is not required for a Participant to receive a distribution, to name or change an alternate Beneficiary, or to obtain a Participant loan, unless designated otherwise under this AA §9-2. See Section 9.02 of the BPD for rules regarding spousal consent under the Plan.

Choose all that apply:

- (a) **Distribution consent.**
  - (1) A Participant's Spouse must consent to any distribution to which a Participant must consent, as elected under AA §9-6(a).
  - (2) A Participant's Spouse must consent to a distribution if the Participant's vested Account Balance exceeds:
    - (i) \$1,000

- (ii) \$5,000
- (iii) \$\_\_\_\_\_ (may insert any dollar amount)
- (b) **Consent to Alternate Beneficiary/Alternate Beneficiary Changes.** A Participant's Spouse must consent to naming someone other than the Spouse as Beneficiary (or to change an alternate Beneficiary to which a spouse has previously consented) under the Plan.
- (c) **Consent to Participant Loans.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to Participant loans. If Participant's Spouse must consent to a Participant loan, please complete this election, below:
  - Spousal consent is required for Participant loans.
- (d) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.
- (e) **Describe** any special rules affecting spousal consent: \_\_\_\_\_  
*[Note: Any special rules under subsection (e) must be definitely determinable. The availability of distributions is subject to the terms of the Investment Arrangement, as well as any applicable spousal consent requirements.]*

9-3 **TIMING OF DISTRIBUTIONS UPON SEVERANCE FROM EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance exceeding \$5,000 (the default Involuntary Cash-Out Distribution threshold) may receive a distribution of such Participant's vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
  - (1) the date the Participant has a Severance from Employment.
  - (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
  - (3) the first Valuation Date following the Participant's Severance from Employment.
  - (4) the completion of \_\_\_\_ Breaks in Service.
  - (5) the end of the calendar quarter following the date the Participant has a Severance from Employment.
  - (6) attainment of Normal Retirement Age, death or becoming Disabled.
  - (7) Describe: \_\_\_\_\_*[Note: Employer may elect an amount other than \$5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a).]*
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance that does not exceed \$5,000 (the default Cash-Out Distribution threshold) may receive a **lump sum** distribution of such Participant's vested Account Balance within a reasonable period following:
  - (1) the date the Participant has a Severance from Employment.
  - (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
  - (3) the first Valuation Date following the Participant's Severance from Employment.
  - (4) the end of the calendar quarter following the date the Participant has a Severance from Employment.
  - (5) Describe: \_\_\_\_\_*[Note: Employer may elect an amount other than \$5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a).]*

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who has a Severance from Employment on account of becoming Disabled may receive a distribution of such Participant's vested Account Balance in the same manner as a regular distribution upon Severance from Employment.

- (a) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant has a Severance from Employment on account of becoming Disabled.
- (b) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.

(c) **Describe:** \_\_\_\_\_

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

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Under Section 8.07(c) of the BPD and subject to the terms of the Investment Arrangement, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

If this subsection (a) is checked, the default beneficiaries under Section 8.07(c) of the BPD are modified as follows:

- (1) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's estate.
- (3) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents, per capita; and (3) if there are no surviving parents, to the Participant's estate.
- (4) Describe other modifications to the default beneficiaries under Section 8.07(c)(3) of the BPD: In lieu of the provisions of Section 8.07(c)(3) of the Plan, subject to the terms governing the applicable Investment Arrangement and to the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's surviving parents, in equal shares. In the event the Participant has no surviving Parents, distribution will be made to the Participant's estate.

[*Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit, subject to any applicable State law.*]

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b) or as otherwise provided in a QDRO.

If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the death distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless otherwise provided by State law or the terms of the Investment Arrangement or unless elected otherwise under this subsection (c), if a Participant designates such Participant's Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.07(c)(6) of the BPD.

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

[*Note: Section 8.07(c)(6) of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.07(c)(6) of the BPD.*]

9-6 SPECIAL RULES.

- (a) **Availability of Involuntary Cash-Out Distributions.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 (or other amount as elected in this Adoption Agreement) or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.05 of the BPD.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following Participants who have had a Severance from Employment:

- (1) **No consent required for distributions.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution, regardless of value of such Participant's vested Account Balance. No Participant consent is required.
- (2) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(b) of the BPD for special rules upon Plan termination.)
- (3) **Different Involuntary Cash-Out Distribution threshold.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:
- (i) \$1,000
- (ii) \$\_\_\_\_ (*may insert any dollar amount*)
- (4) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (4), Rollover Contributions will be included in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold. To exclude Rollover Contributions for purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold, check below.
- In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be excluded.

- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.05 of the BPD do not apply to any Involuntary Cash-Out Distribution equal to or less than \$1,000 (to the extent available under the Plan) and do not apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

To override this default provision, check this subsection (1) or (2). The Employer may also elect (3), if applicable.

- (1) The Automatic Rollover provisions under Section 8.05 of the BPD apply to all Involuntary Cash-Out Distributions (including those equal to or less than \$1,000).
- (2) The Automatic Rollover provisions under Section 8.05 of the BPD do not apply to Involuntary Cash-Out Distributions equal to or less than \$\_\_\_\_ (must be between \$0 and \$1,000).
- (3) The Automatic Rollover provisions under Section 8.05 of the BPD apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

[*Note: Rollover Contributions may not be disregarded for purposes of Automatic Rollover rules. For purposes of applying the Automatic Rollover provisions, including the \$1,000 threshold, a Participant's Roth Deferral Account and the Participant's other Accounts are treated as held under separate plans.*]

- (c) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.03 of the BPD apply for distributions occurring prior to attainment of the Participant's required beginning date as defined in Code §401(a)(9).

To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.

- Subject to the spousal consent requirements under Section 9.02 of the BPD, a distribution from the Plan may be made to a Participant *who has a Severance from Employment* without the Participant's consent, regardless of the value of such Participant's vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

- (d) **In-kind distributions.** Section 8.09(c) of the BPD allows the Plan Administrator to authorize an in-kind distribution of property to the extent the Plan holds such property.

To modify this default rule, check below.

- A Participant may not receive an in-kind distribution in the form of property, even if the Plan holds such property on behalf of any Participant.

- (e) **Modification of Severance from Employment definition.** The Employer modifies the definition of Severance from Employment, as defined in Section 1.92 of the BPD, as follows:

- (1) Severance from Employment does not occur if an Employee continues to be employed by any Related Employer, regardless of whether the Related Employer is an Eligible Employer or the Employee is employed in a capacity that is not employment with an Eligible Employer.

- (2) Describe modification of the definition of Severance from Employment: \_\_\_\_\_

[*Note: Any modification of the definition of Severance from Employment may be no more expansive than allowed under Treas. Reg. §1.403(b)-2(b)(19).*]

**SECTION 10  
IN-SERVICE DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of such Participant’s vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution type under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No in-service distributions are permitted.   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Attainment of age 59½.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) Attainment of age _____. [ <i>If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.</i> ]   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). [ <i>Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.</i> ]<br><br>Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><input type="checkbox"/> Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. |

| Deferral                 | Match                    | ER                       |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. <i>[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i><br><br>(1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.<br><br><input type="checkbox"/> (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) Upon a Participant becoming Disabled. <i>[The definition of disability may be different depending on the contribution type, as elected in AA§2-8.]</i>   |
| <input type="checkbox"/> | N/A                      | N/A                      | (i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.   |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (j) Completion of ____ Years of Service or ____months of service. <i>[Not applicable with respect to amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Upon a deemed Severance from Employment as described in Section 8.02(b)(4) of the BPD when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Upon attainment of age ____ and ____ years of participation. <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.]</i>   |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (n) The amounts being withdrawn have been held in the Plan for at least two years. <i>[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (o) Describe: _____  |

**[Note:** Unless designated otherwise under subsection (o), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant’s Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59½. Distributions from a Participant’s Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment,

dies, becomes Disabled or attains age 59½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (o). Any event described in subsection (o) may not violate the permissible distribution events under the Plan.]

10-2 **APPLICATION TO OTHER CONTRIBUTION TYPES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant’s Rollover Account and After-Tax Employee Contribution Account at any time.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions and/or After-Tax Employee Contributions:

| Rollover                 | After-Tax                |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) No in-service distributions are permitted.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Attainment of age 59½.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Attainment of age ____.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD).<br><br>Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD.<br><br>(1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.<br><br><input type="checkbox"/> (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD:<br><br>_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Attainment of Normal Retirement Age.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Attainment of Early Retirement Age.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Upon a Participant becoming Disabled.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Completion of ____ Years of Service or ____ months of service.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Upon attainment of age ____ and ____ years of participation. [If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.]   |
| N/A                      | <input type="checkbox"/> | (n) The amounts being withdrawn have been held in the Plan for at least two years. [Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]   |

**Rollover**                      **After-Tax**

- (o) Describe: \_\_\_\_\_

[*Note: Any event described in subsection (o) may not violate the permissible distribution events under the Plan.*]

10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken. [Select (1) or (2) below, if applicable. If (1) or (2) is not elected, the 100% vested requirement applies to all in-service distributions.]
    - (1) The 100% vested requirement only applies to Hardship distributions. [If not elected, the 100% vested requirement applies to all in-service distributions.]
    - (2) The 100% vested requirement applies to all in-service distributions other than Hardship distributions.
  - (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
  - (c) A Participant may not take an in-service distribution of less than \$500 \_\_\_\_.
  - (d) A Participant may not take an in-service distribution of more than \$ \_\_\_\_.
  - (e) Unless elected otherwise under this subsection (e), the Hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.08(e)(6) of the BPD. If this subsection (e) is checked, the Hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
  - (f) A Participant may not take an in-service distribution from a Roth Deferral Account.
  - (g) The following are not available to Participants who have had a Severance from Employment:
    - (1) Qualified Birth or Adoption Distributions (QBADs).
    - (2) Hardship distributions.
  - (h) Other distribution rules: \_\_\_\_\_
- [*Note: This subsection (h) may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

**SECTION 11  
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates (optional).** In addition, for each contribution type selected below the Account will be valued on the following dates:
 

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (1) <b>Daily.</b> (i.e., the end of each business day during which the New York Stock Exchange is open.)   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (2) <b>Monthly.</b> (i.e., the end of each month of the Plan Year.)  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (3) <b>Quarterly.</b> (i.e., the end of each Plan Year quarter.)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (4) <b>Describe:</b> <u>The Plan's Investment Arrangements currently consists of individual Annuity Contracts or individual Custodial Accounts. Each Participant's Annuity Contract or Custodial Account is credited and charged with earnings it generates and each Participant's Annuity Contract or Custodial Account will be valued at least annually.</u> |

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

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: \_\_\_\_\_

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the BPD apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the BPD.

(a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.

*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*

(b) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection (b) must be consistent with the requirements of Code §415.]*

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the BPD apply.

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

Instead of applying the default rules under Section 5.03(e) of the BPD, the Employer will limit Annual Additions in the following manner: \_\_\_\_\_

11-4 **DELEGATION OF ADMINISTRATIVE FUNCTIONS.** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-5 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the BPD). Unless otherwise elected below, all Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to waive participation under the Plan, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the BPD apply.

The following special rules apply with respect to Multiple Employer Plans: \_\_\_\_\_

*[Note: Any special rules must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]*

11-7 **CLAIMS PROCEDURES.** The Plan Administrator shall establish and maintain reasonable claims procedures as described in Section 11.08 of the BPD. Special rules may be described below.

The following special rules apply with respect to claims procedures under Section 11.08 of the BPD: \_\_\_\_\_

11-8 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS.**

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

11-9 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers both into and out of the Plan. Contract exchanges and plan-to-plan transfers may only be made to those Investment Arrangements currently accepting contributions under the Plan.

(a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the BPD:

(1) into the Plan.

(2) out of the Plan.

(b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the BPD:

(1) into the Plan.

(2) out of the Plan.

(c) Describe special rules applicable to contract exchanges and plan-to-plan transfers: \_\_\_\_\_

11-10 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. (See Section 15.06 of the BPD.)

**Eligibility for Plan benefits.** Check this box if the Plan will treat an individual who dies or becomes disabled in qualified military service as reemployed for purposes of determining entitlement to benefits under the Plan.

11-11 **PROTECTED BENEFITS.** There are no protected benefits (as defined in Code §411(d)(6)) other than those described in the Plan.

To designate protected benefits other than those described in the Plan, complete this AA §11-11.

(a) **Additional protected benefits.** In addition to the protected benefits described in this Plan, certain other protected benefits are protected from a prior plan document, as described below: \_\_\_\_\_

(b) **Elimination of distribution options.** Effective \_\_\_\_, the distribution options described in subsection (1) below are eliminated.

(1) **Describe eliminated distribution options:** \_\_\_\_\_

(2) **Application to existing Account Balances.** The elimination of the distribution options described in subsection (1) applies to:

(i) All benefits under the Plan, including existing Account Balances.

(ii) Only benefits accrued after the effective date of the elimination (as described above).

**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

[*Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.*]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:  
\_\_\_\_\_
- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:  
\_\_\_\_\_
- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:  
\_\_\_\_\_
- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:  
\_\_\_\_\_
- A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:  
\_\_\_\_\_
- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:  
\_\_\_\_\_
- A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:  
As soon as administratively practicable after the execution date of this Adoption Agreement (i.e., March 2, 2026).
- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:  
\_\_\_\_\_
- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:  
\_\_\_\_\_
- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:  
\_\_\_\_\_
- A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:  
\_\_\_\_\_
- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:  
\_\_\_\_\_
- A-13 **Special effective date provisions for merged plans.** If any 403(b) or other plans have been merged into this Plan, the provisions of Section 14.03 of the BPD apply as follows:  
\_\_\_\_\_
- A-14 **Other special effective dates:**  
\_\_\_\_\_
- A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the Plan and the actual Plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary: \_\_\_\_\_

**APPENDIX B**  
**LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter. Irrespective of the elections made under this Appendix B, the Employer may permit under separate administrative procedures Participant loans consistent with any federally-declared disaster relief legislation or guidance.

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

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.** [Note: Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.]

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B and subject to the terms of any governing Investment Arrangement.  
 (b) Loans will be provided under a separate written loan policy. [If this subsection (b) is checked, do not complete the rest of this Appendix B.]

B-3 **AVAILABILITY OF LOANS.** Under Section 13.02 of the BPD's default loan policy, subject to the terms of any Investment Arrangement, loans are available to all Participants on a reasonable equivalent basis as determined by the Plan Administrator. To override this default provision, complete this AA §B-3.

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.  
 (b) A "limited participant", as described under Section 4.01 of the BPD, may not request a loan from the Plan.  
 (c) An officer or director of the Employer may **not** request a loan from the Plan.  
 (d) Describe limitations on receiving loans under the Plan: \_\_\_\_\_

B-4 **LOAN LIMITS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy and allow loans on the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan of the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance.  
[Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.]

B-5 **NUMBER OF LOANS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have \_\_\_ loans outstanding at any time, subject to any internal administrative limitations imposed by the Investment Arrangement, the service provider or platform.  
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.  
 (b) The minimum loan amount is \$\_\_\_\_.  
 (c) The maximum loan amount is \$\_\_\_\_ (no greater than \$50,000).  
 (d) The maximum loan amount is \_\_\_\_% (no greater than 50%) of the Participant's vested Account Balance, except as permitted under B-4 of this Appendix B.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

(a) The prime interest rate plus \_\_\_ percentage point(s).

(b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.

(c) Describe: \_\_\_\_\_

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

(a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.08(e)(1) of the BPD.

(b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_

B-9 **APPLICATION OF LOAN LIMITS.** The default loan policy under Sections 13.03 and 13.06 of the BPD provides that a participant's entire Account will be taken into account in applying the loan limitation and adequate security requirement. To override this provision if Participant loans are not available from all contribution types, complete this AA §B-9.

The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The default loan policy under Section 13.10 of the BPD provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

(a) The cure period for determining when a Participant loan is treated as in default will be \_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

(b) The cure period for determining when a loan is treated as in default will be \_\_\_\_\_ days (cannot exceed 90) following the first missed loan payment.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** The default loan policy under Section 13.07 of the BPD provides that if a Participant loan is for the purchase of a Participant's principal residence, the 5-year repayment period can be extended for a reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans. To override this provision, complete this AA §B-11.

(a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

(b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_ years (may not exceed 30), subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

(c) Loans for the purchase of a Participant's principal residence may be payable over any reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans, subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

B-12 **SEVERANCE FROM EMPLOYMENT.** The default loan policy under Section 13.11 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.

A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** The default loan policy under Section 13.11(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note provided the Participant has not already had a deemed distribution with respect to the note. To override this default provision, complete this AA §B-13.

A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy under Section 13.11(c) of the BPD provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement, and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-

discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_

B-15 **SOURCE OF LOAN.** The default loan policy under Section 13.09 of the BPD provides that Participant loans may be made from all available contribution types, to the extent vested. To override this provision, complete one of the sections below.

- (a) Participant loans will not be available from the following contribution types: \_\_\_\_\_
- (b) Participant loans will only be available from the following contribution types: \_\_\_\_\_

B-16 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

- The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

*[Note: Any provision under this AA §B-16 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

B-17 **SPOUSAL CONSENT.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to participant loans. To override this provision as permitted by Section 13.08 of the BPD, complete the applicable election in AA §9-2.

**APPENDIX C  
ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the Favorable IRS Letter. Instead of completing this Appendix C, the Employer may develop separate administrative procedures to address directions of investment, Rollover Contributions and/or QDRO procedures.

C-1 **DIRECTION OF INVESTMENTS.** Under Section 10.10 of the BPD, each Participant, Beneficiary or Alternate Payee (under a QDRO) shall have the exclusive right to direct the investment of all of their entire account. To override this provision, complete this AA § C-1.

(a) Participants, Beneficiaries and Alternate Payees may not direct investments.

(b) Participants, Beneficiaries and Alternate Payees may direct investments subject to the following restrictions:

(1) Only for Accounts that are 100% vested.

(2) Specify Accounts: \_\_\_\_\_

(3) Describe any special rules that apply for purposes of direction of investments: \_\_\_\_\_

*[Note: This subsection (3) may be used to describe special investment provisions for specific types of investments or for specific Accounts, such as the Rollover Contribution Account.]*

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

(a) No

(b) Yes

(1) If this subsection (1) is checked, an Eligible Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the BPD.)

(2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Eligible Employees with an Account Balance under the Plan.

(3) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

*[Note: The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]*

C-3 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.07 of the BPD (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.07 of the BPD and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

(a) The Employer elects to have the requirements of Section 11.07 of the BPD apply to its Plan.

(b) The requirements of Section 11.07 of the BPD do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: \_\_\_\_\_

**EMPLOYER SIGNATURE PAGE**

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

- (a) The adoption of a **new plan**, effective \_\_\_\_\_  
[*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans, pursuant to Rev. Proc. 2021-37.
  - (1) Effective date of restatement: January 1, 2026  
[*Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.*]
  - (2) Name of plan(s) being restated: North Brevard County Hospital D/B/A Parrish Medical Center 403(b) Plan
  - (3) The original effective date of the plan(s) being restated: January 1, 1989
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans under Rev. Proc. 2021-37). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: \_\_\_\_\_  
[*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
  - (2) Name of plan being amended/restated: \_\_\_\_\_
  - (3) The original effective date of the plan being amended/restated: \_\_\_\_\_
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: \_\_\_\_\_

**PRE-APPROVED PLAN PROVIDER INFORMATION.** The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

**Name of Pre-Approved Plan Provider (or authorized representative):** Gray Robinson, P.A.  
**Address:** 301 E. Pine St. Suite 1400, Orlando, FL 32801  
**Telephone number:** (407) 843-8880

**IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. Except to the extent provided in Rev. Proc. 2021-37, an Adopting Employer may rely on a currently valid Favorable IRS Letter as evidence that the plan satisfies the Code § 403(b) Requirements if: (1) the Adopting Employer’s Plan is identical to this Nonstandardized Code §403(b) Pre-Approved Plan and (2) the adopting Employer has not amended this Nonstandardized Code §403(b) Pre-Approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in §9.03 of Rev. Proc. 2021-37 (relating to Employer amendments that will not affect reliance). The adopting Employer may not rely on the Favorable IRS Letter in certain other circumstances, which are specified in the Favorable IRS Letter issued with respect to the Plan, or in Rev. Proc. 2021-37. In order to obtain reliance in such circumstances or with respect to certain other Code §403(b) requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that such individual has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #12. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer’s needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

North Brevard County Hospital District d/b/a Parrish Medical Center  
(Name of Employer)

George Mikitarian President/CEO  
(Name of authorized representative) (Title)

\_\_\_\_\_  
(Signature) March 2, 2026  
(Date)

**PARTICIPATING EMPLOYER PAGE**

Check the appropriate selection below and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate as a Participating Employer.

- (a) **Participating Employer is a Related Employer.**
- (b) **Participating Employer is an unrelated Employer participating under a Multiple Employer Plan.**

**PARTICIPATING EMPLOYER INFORMATION.**

Name: North Brevard Medical Support, Inc.

Address: 951 North Washington Ave

City, State, Zip Code: Titusville, FL 32796

**FORM OF BUSINESS/TYPE OF PARTICIPATING EMPLOYER.**

- (a) Public School (as defined in Section 1.78 of the BPD)
- (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.28 of the BPD)

**EMPLOYER IDENTIFICATION NUMBER (EIN).** 59-3074052

**EFFECTIVE DATE.** The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under **Modifications to Adoption Agreement** below.)

- (a) **New plan.** The Participating Employer is adopting this Plan as a new Plan effective \_\_\_\_\_ [*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
- (b) **Restated or amended plan.** The Participating Employer is adopting this Plan as a restatement or amendment of a prior plan.

(1) Name of plan(s) being restated or amended: North Brevard County District d/b/a Parrish Medical Center 403(b) Plan

(2) This restatement/amendment is effective: January 1, 2026

[*Note: Generally, the date can be no earlier than the first day of the Plan Year in which the restatement/amendment is adopted.*]

(3) The original effective date of the plan(s) being restated or amended is: January 1, 1989

- (c) **Cessation of participation.** The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_

**ALLOCATION OF CONTRIBUTIONS.** Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

- Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer.

[*Note: See Section 16.04 of the BPD if the Participating Employer using this section adopts modifications to the elections of the Employer executing the signature page of this Adoption Agreement. This election is required for MEPs.*]

[*Note: Under Section 16.01 of the Plan, any deviation(s) from the elections made in the Adoption Agreement require the consent of the Employer that is executing the signature page of this Adoption Agreement.*]

**MODIFICATIONS TO ADOPTION AGREEMENT.** The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

- (a) **Special Effective Dates.** Check this subsection (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to the Participating Employer.
- (b) **Modification of Adoption Agreement elections.** Section(s) \_\_\_\_\_ of the Adoption Agreement are being modified for this Participating Employer. The modified provisions are effective \_\_\_\_\_.

[*Note: Attach a description of the modifications to this Participating Employer Adoption Page.*]

**SIGNATURE.** By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Adoption Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that such individual has the authority to sign on behalf of the Participating Employer.

North Brevard Medical Support, Inc.  
*(Name of Participating Employer)*

George Mikitarian  
*(Name of authorized representative)*

President/CEO  
*(Title)*

(Signature)

March 2, 2026  
*(Date)*

**ADDENDUM A**  
**ALLOCATION OF ADMINISTRATIVE FUNCTIONS**

The administrative functions of the Plan Administrator shall be allocated/performed in the manner set forth in the following paragraphs, which also address the makeup, operation and other aspects of the Parrish Medical Center Retirement Planning Committee:

1. **Parrish Medical Center Retirement Planning Committee.** The Board of Directors of the Employer (“Board”) has appointed a committee of four or more persons to be known as the Retirement Planning Committee (“Committee”) to assist with the administration of the Plan.

At least one member of the Committee shall come from each of the following groups: a member of the Board; a member of the management group of the Employer; an Employee of the Employer; and a representative from the Employer’s community. If more than four members are named to the Committee, then additional members shall be named from the following groups in this order: the first additional member shall be a member of the management group of the Employer; the second additional member shall be an Employee of the Employer; the third additional member shall be a representative from the Employer’s community; the fourth additional member shall be a member of the Board. In no event shall there be more than eight members on the Committee.

The members shall hold office for three year terms, except that the terms of the initial members shall be staggered among one, two and three-year terms so that no more than three (3) members' terms will expire in the same year. If there are eight members, an initial group of one community representative, one Board member and one management group member shall be appointed to a three-year term, although the Board member’s term may not exceed his Board term. The next group of one community representative, one Employee, and one management group member shall be appointed to a two-year term; and the remaining two members (consisting of a Board member and an Employee) shall receive one-year terms.

The Board may remove any Committee member at any time upon the delivery of written notice to the Committee member. Any member may resign at any time by notice in writing filed with the Hospital Board and with the Chairman or Secretary of the Committee. In the event a Board member’s term on the Committee exceeds their term as Board member, that Board member’s successor shall replace that Board member on the Committee for the remainder of that term on the Committee. Other vacancies shall be filled promptly by the Board appointing replacement Committee members for the remainder of the term from the same group as the Committee member who resigned or was removed. In the event of removal or resignation, the Committee member shall be under a duty to account for and to transfer any assets or other information relating to this Plan to his successor.

2. **Organization of Committee.** The Committee shall elect a Chairman and a Vice-Chairman from among its members and a Secretary, who need not be a member of the Committee. It may appoint such agents, who need not be members of the Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Committee may deem expedient or appropriate. The compensation, if any, of such agents shall be fixed by the Committee within limits set by the Hospital Board.

The action of the Committee shall be determined by the vote or other affirmative expression of a majority of its members in attendance where a quorum is present. The Chairman or the Vice-Chairman, in his absence, may execute any certificate or other written direction on behalf of the Committee.

The Committee shall hold and conduct meetings in accordance with Florida Statutes Chapter 286. Meetings may be called by the Chairman or any two members. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business.

Members of the Committee shall serve without compensation for services as such, but the Employer shall pay or reimburse the Committee for all expenses reasonably incurred by the Committee, including the compensation of its agents.

3. **Powers of the Committee.** The Committee shall have complete control of the administration of the Plan, subject to the provisions hereof and the approval of the Employer, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Committee shall have the power to construe the Plan and to determine all questions that may arise thereunder. In addition, the Committee shall have all of the duties, powers and responsibilities of the Plan Administrator set forth in Section 11 of the Plan (subject to the provisions hereof and the approval of the Employer). The decisions of the Committee upon all matters within the scope of its authority shall be final.

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee of all matters relating to the compensation of all Participants, their length of service, their retirement, death or other cause for termination of employment, and such other pertinent facts as the Committee may require.

The Employer shall notify the Custodian, Insurance Company and third party record keeper (“Necessary Party”) of the members of the Committee and any changes therein to the extent required by the Necessary Party. The Committee shall, thereupon, advise the Necessary Party of such facts and issue to the Necessary Party such instructions as may be required by the Necessary Party in order for them to perform their duties under the Plan.

The Committee and the Employer shall be entitled to rely upon all tables, valuations, certificates and reports made by a Certified Public Accountant selected or approved by the Employer and the Committee, the Employer and its officers shall not be held liable in any respect for action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant or counsel, and all action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

The Committee shall have no power in any way to modify, alter, add to or subtract from any provisions of the Plan.

4. **Records of the Committee.** All acts and determinations of the Committee shall be duly recorded by the Secretary thereof, or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan shall be preserved in the custody of such Secretary. Such records and documents shall at all times be open for inspection and for the purpose of making copies by any persons designated by the Employer.

5. **Exception from Liability of the Committee.** The members of the Committee, and each of them, shall be free from all liability, joint or several, for their acts, omissions and conduct and for the acts, omissions and conduct of their duly constituted agents, in the administration of the Plan, except to the extent that such acts and consequences shall result from their own willful misconduct or gross negligence.

**ADDENDUM B  
VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective January 1, 2026.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

| Name of Vendor | Type of Investment Arrangement (e.g., annuity contract, custodial account, etc.) | Active/Inactive |
|----------------|--|-----------------|
|                |  |                 |

**SECURE 2.0 ACT INTERIM AMENDMENT  
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections related to the SECURE 2.0 Act Interim Amendment. Application of the SECURE 2.0 Act Interim Amendment and the Elective Provisions may depend on the Investment Arrangement(s) associated with the Plan.

**ELECTIVE PROVISIONS RELATING TO EMPLOYER CONTRIBUTIONS**

**S2-1. OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS DESIGNATED ROTH NONELECTIVE CONTRIBUTIONS. (S2IA §3.01)**

- (a) A Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- (b) Effective \_\_ (insert date on or after December 30, 2022), a Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- (c) Describe special any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Designated Roth Nonelective Contribution: \_\_\_\_\_

**ELECTIVE PROVISIONS RELATING TO SALARY DEFERRALS**

**S2-2. MANDATORY AUTOMATIC ENROLLMENT. (S2IA §4.01)**

*[Note: The mandatory automatic enrollment requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001). The mandatory automatic enrollment requirements also do not apply to the Pre-Approved 403(b) Plan for 501(c)(3) Organizations and Electing Churches (#08-001) or the Salary Reduction Only 403(b) Plan (#10-001), if such Plan is exempted from the requirements under Code §414A, including a Plan maintained by an Employer that normally employs 10 or fewer Employees, a*

Plan maintained by an Employer that has been in existence for less than 3 years, or a Plan established before December 29, 2022. (See S2IA §4.01(e).)]

- (a) **The Plan is exempt from the mandatory automatic enrollment requirements.** [Note: Designation under this S2-2(a) as to whether and why the Plan is exempt from the automatic enrollment requirements is optional. The exemption may be determined administratively.]

The Plan is exempt from the mandatory automatic enrollment requirements because:

- (1) The Plan was established before December 29, 2022.
- (2) The Plan is maintained by an Employer that normally employs 10 or fewer Employees.
- (3) The Plan is maintained by an Employer that has been in existence for less than 3 years.
- (4) The Plan is a governmental plan (within the meaning of Code §414(d).
- (5) The Plan is a church plan (within the meaning of Code §414(e).

[Note: If the Plan is exempt from the mandatory automatic enrollment requirements, do not complete the elective provisions under (b) – (f) below. Additionally, an Employer is not required to complete the following elective provisions if the elections in the Adoption Agreement already satisfy the mandatory automatic enrollment requirements.]

**The following elections apply for the first Plan Year beginning after December 31, 2024 or, if later, the date the Plan is initially effective, unless the Employer designates a special effective date under subsection (f) below.**

- (b) **Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**

- (1) **Initial automatic (default) Salary Deferral percentage.** \_\_\_\_% of Plan Compensation (percentage must be between 3% and 10%)
- (2) **Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral is increased by 1 percentage point until the percentage is \_\_\_\_% of Plan Compensation (must be at least 10%, but may not exceed 15%)
- (3) **Special application of automatic increase provisions.** The Employer may describe under this subsection (3) special rules applicable to automatic increase provisions: \_\_\_\_\_

[Note: Special rules must satisfy all applicable statutory and regulatory requirements.]

- (c) **Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (b) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.

- (1) **Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:
- (i) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. **(Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).**
- (ii) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.
- (iii) Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (b)(1). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.
- (iv) Describe: \_\_\_\_\_

- (2) **Expiration of affirmative deferral elections.** Unless this subsection (2) is elected, for purposes of the automatic (default) Salary Deferral provisions of the Plan, a Participant's affirmative Salary Deferral election will not expire. If this subsection (2) is elected, a Participant's affirmative Salary Deferral election will expire:

(i) At the end of each Plan Year.

(ii) Describe date that the affirmative Salary Deferral election will expire: \_\_\_\_\_

Expiration applies to the following:

(iii) All affirmative Salary Deferral elections.

(iv) Only to affirmative Salary Deferral elections that are less than the current automatic (default) Salary Deferral rate.

If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic (default) Salary Deferral percentage as specified in the Plan pursuant to the automatic (default) Salary Deferral provisions. Each year, the Participant may always complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage.

- (3) **Treatment of automatic (default) Salary Deferral.** Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (3).

Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Roth Deferrals.

[*Note: This subsection (3) may only be checked if Roth Deferrals are permitted under the Plan.*]

- (d) **Permissive redetermination of periods without automatic (default) Salary Deferrals.** The uniform automatic (default) Salary Deferral percentages under (b) above are based on the date the Employee's initial period begins. However, if, after the Employee's initial period began, the Employee did not have automatic (default) Salary Deferral made for an entire Plan Year, then an Employee's initial period is redetermined as follows or under separate administrative procedures: (If no elections are made below or under separate administrative procedures, the initial period is not redetermined.)

(1) **Redetermination for Employee who became ineligible.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made solely because the Employee was not eligible to make Salary Deferrals under the Plan for that Plan Year, then the Employee's initial period is redetermined so that it begins on the date the Employee is again eligible to make Salary Deferrals under the Plan.

(2) **Redetermination for Employee who remained eligible and made an affirmative Salary Deferral election.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made to the Plan solely because the Employee made an affirmative Salary Deferral election in a different amount (including an election not to make Salary Deferrals), then the Employee's initial period is redetermined so that it begins:

(i) On the first day of the Plan Year that begins after the first full Plan Year in which the affirmative election was in effect.

(ii) Describe date for which an Employee's initial period is redetermined (may not be earlier than the first day of the Plan Year beginning after the last day of the Plan Year that follows the Plan Year that includes the date the initial period began): \_\_\_\_\_

- (e) **Permissible withdrawals.**

(1) **Time period for electing a permissible withdrawal.** A Participant who had an automatic (default) Salary Deferral made under the Plan must be allowed to withdraw such contributions (and earnings attributable thereto). Unless otherwise elected below, a Participant must request a permissible withdrawal no later than 90 days after the date of the Participant's first automatic (default) Salary Deferral under the EACA.

Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which automatic (default) Salary Deferral are withheld would otherwise have been included in gross income.

- (2) **Employee with no automatic (default) Salary Deferral for a full Plan Year.** Unless elected otherwise below, an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan (e.g., a Participant who terminated employment) may elect a permissible withdrawal within the applicable time period if automatic (default) Salary Deferral begin at a later time (e.g., the Employee is rehired).
- The ability to take permissible withdrawals does not apply to an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan.
- (f) Describe special rules, including effective date rules, applicable to the mandatory automatic enrollment under the Plan:

**S2-3. AGE 50 CATCH-UP CONTRIBUTIONS. (S2IA §4.02) [If the Employer has elected to not permit Age 50 Catch-Up Contributions under the Adoption Agreement, no elections are necessary under this §S2-3. Note that the Plan default is that the Plan permits Age 50 Catch-Up Contributions.]**

- (a) **Age 50 Catch-Up Contribution elections.** Unless otherwise elected under this §S2-3(a), a Plan that permits Age 50 Catch-Up Contributions added the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63, effective for taxable years beginning on January 1, 2025.
- (1) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63 is not permitted under the Plan.
  - (2) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 – 63 was added to the Plan effective \_\_\_\_ [insert date after January 1, 2025].
  - (3) The higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 were permitted for taxable years beginning on or after January 1, 2025, but are no longer permitted under the Plan, effective \_\_\_\_ [insert date].
  - (4) Collectively Bargained Employees who are eligible to make Salary Deferrals under the Plan are not eligible for the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63.
- (b) **Age 50 Catch-Up Contributions that are eligible for Matching Contributions.** Unless elected otherwise under this §S2-3(b), a Plan that includes an election to make Age 50 Catch-Up Contributions that are eligible for Matching Contributions (see AA §6B-3) will provide such Matching Contributions on all Age 50 Catch-Up Contributions (including higher Age 50 Catch-Up Contributions) that are permitted under the Plan.
- (1) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are not eligible for Matching Contributions.
  - (2) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Matching Contributions on higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are no longer made to the Plan, effective \_\_\_\_ [insert date after January 1, 2025].
  - (3) Describe any special rules or provisions, including effective dates, relating to Age 50 Catch-Up Contributions and their eligibility for Matching Contributions: \_\_\_\_\_

*[Note: If no elections are made above, the Plan will treat higher Age 50 Catch-Up Contributions in the same manner as Age 50 Catch-Up Contributions as designated under AA §6B-3.]*

(c) **Elections relating to Roth Deferrals and Age 50 Catch-Up Contributions.**

- (1) Age 50 Catch-Up Contributions are removed from the Plan effective \_\_\_\_ [insert date on or after January 1, 2024].
- (2) Roth Deferrals are added to the Plan effective \_\_\_\_ [enter a date on or after January 1, 2024].

*[Note: In lieu of making elections under this subsection (c), the Employer may make appropriate elections (i.e., to remove Age 50 Catch-Up Contributions or to add Roth Deferrals) under the Adoption Agreement. If Roth Deferrals are added under (2) above, the Plan defaults for Roth Deferrals will apply unless otherwise described under subsection (f) below.]*

- (3) Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- (4) Highly Compensated Employees and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.

- (5) Highly Compensated Employees with net earnings from self-employment for the preceding calendar year that exceeded \$150,000 (as adjusted) and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- (d) **Deemed Roth Age 50 Catch-Up Contribution election.** Unless elected otherwise below, the Plan deems a Participant who is subject to the Roth Age 50 Catch-Up Contribution requirement to have irrevocably designated any Age 50 Catch-Up Contributions as a Roth Deferral.
- (1) The Plan does not provide for a deemed Roth Catch-Up Contribution election, unless the Plan Administrator notifies the Participant of such a deemed Roth Catch-Up Contribution election before the Participant makes a Salary Deferral election. (See SECURE 2.0 Act IA §4.02(d).)
- (2) The Plan does not provide for a deemed Roth Catch-Up Contribution election. The Participant must make an election to treat Catch-Up Contributions as Roth Catch-Up Contributions. (See SECURE 2.0 Act IA §4.02(d).)
- (e) **Aggregation of employers for determining the “employer sponsoring the Plan” for purposes of Code §414(v)(7).** For purposes of Code §414(v)(7) and determining wages from the “employer sponsoring the Plan,” the following employers are aggregated, as allowed under Treas. Reg. §1.414(v)-2(b)(4) (e.g., employers using a common paymaster or part of a Related Employer group): \_\_\_\_\_
- [Note: In lieu of listing aggregated employers above, the Employer may describe such aggregated employers in a separate written administrative procedure.]*
- (f) Describe other special rules or provisions, including effective date rules, relating to Age 50 Catch-Up Contributions: \_\_\_\_

**S2-4. LTPT EMPLOYEES. (S2IA §4.03)** Effective for Plan Years beginning on or after January 1, 2025, the Plan must permit LTPT Employees to make Salary Deferrals into the Plan, as required under Code §§403(b)(12). The Employer may make elections under this Elective Provisions §S2-4 consistent with the requirements of Code §§403(b)(12) and S2IA §4.03. Elections under this Elective Provisions §S2-4 are not necessary if no Employees will ever be eligible to make Salary Deferrals solely because of the LTPT Employee requirements or if the Plan is not subject to Title I of ERISA.

*[Note: Because the LTPT Employee requirements do not apply to plans not subject to Title I of ERISA, these requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Salary Reduction Only Plan (#10-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001).]*

- (a) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.
- In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan: [Note: The elections below are effective for Plan Years beginning on or after January 1, 2025 or such later date as designated.]
- (1) All available Employer Contributions and Matching Contributions, effective \_\_\_\_.
- (2) Employer Contributions (including Qualified Nonelective Employer Contributions), effective \_\_\_\_.
- (3) Matching Contributions (including Qualified Matching Contributions), effective \_\_\_\_.
- (4) Safe Harbor 403(b) Plan Contributions, effective \_\_\_\_.
- (5) Describe: \_\_\_\_\_
- (b) **Eligibility Computation Period (ECP).** Unless elected otherwise below, the ECP rules under the Plan apply to LTPT Employees.
- (1) The ECP for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.
- (2) Describe ECP rules applicable to LTPT Employees: \_\_\_\_\_
- [Note: Any description under this (2) must be consistent with requirements for ECPs under the Plan.]*
- (c) **Entry Date.** Unless elected otherwise below, the Entry Date rules under the Plan apply to LTPT Employees.
- (1) The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.
- (2) Describe the Entry Date rules applicable to LTPT Employees: \_\_\_\_\_
- [Note: Any description under this (2) must be consistent with requirements for Entry Dates under the Plan.]*
- (d) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for

the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:

- (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.
  - (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.
  - (e) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make Roth Deferrals under the Plan.
  - (f) **After-Tax Employee Contributions.** LTPT Employees may make After-Tax Employee Contributions if After-Tax Employee Contributions are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make After-Tax Employee Contributions under the Plan.
  - (g) **Rollover Contributions.** LTPT Employees may make Rollover Contributions if Rollover Contributions are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make Rollover Contributions under the Plan.
  - (h) **Automatic Contribution Arrangements.** LTPT Employees are subject to the Plan’s Automatic Contribution Arrangement provisions (including automatic escalation), unless the Employer elects otherwise below:
    - (1) LTPT Employees are not subject to the Automatic Contribution Arrangement provisions of the Plan.
    - (2) LTPT Employees are subject to the Plan’s Automatic Contribution Arrangement provisions (**excluding automatic escalation**).
- [*Note: If the Plan is subject to the mandatory automatic enrollment rules under S2IA §4.01, LTPT Employees must be automatically enrolled in the Plan and the above elections do not apply.*]

- (i) **Vesting Computation Periods (VCPs).** LTPT Employee will not receive vesting credit for VCPs beginning before January 1, 2023, unless the Employer elects otherwise below:
    - (1) All VCPs beginning before January 1, 2023 will be taken into account for determining vesting credit for LTPT Employees.
    - (2) Describe the VCPs beginning before January 1, 2023 that will be taken into account for determining vesting credit for LTPT Employees: \_\_\_\_\_
  - (j) **Nondiscrimination and coverage election.** If the Plan is not a Safe Harbor 403(b) Plan, the Employer may administratively elect on an annual basis to exclude LTPT Employee from all nondiscrimination and coverage tests. If the Plan is a Safe Harbor 403(b) Plan, the Employer excludes LTPT Employees from all nondiscrimination and coverage tests, unless elected otherwise below:
    - The Plan is a Safe Harbor 403(b) Plan and the Employer elects to INCLUDE LTPT Employees in all nondiscrimination and coverage tests. (The Employer must make this nondiscrimination and coverage election before the Plan Year for which the election applies.)
  - (k) **Automatic Increase for Participants with Affirmative Salary Deferral election.** LTPT Employees are subject to the Plan’s provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.
    - LTPT Employees are not subject to the Plan’s provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.
  - (l) **Describe other rules applicable to LTPT Employees.** \_\_\_\_\_
- [*Note: Any rules under this (l) must be consistent with requirements for the participation of LTPT Employees as set forth under S2IA §4.03.*]

**S2-5. STARTER 403(b) PLANS FOR EMPLOYERS WITH NO RETIREMENT PLAN. (S2IA §4.05)**

[*Note: The Starter 403(b) Plan provisions do not apply to Pre-Approved Public School/Dual Purpose 403(b) Plan (#12-001).*]

- Establishment of Starter 403(b) Plan.** The Employer establishes a Starter 403(b) Plan, as of the effective date indicated on the Employer Signature Page of the Adoption Agreement. The effective date may be no earlier than

December 31, 2023.

An Employer adopting a Starter 403(b) Plan should complete the Adoption Agreement consistent with the requirements applicable to a Starter 403(b) Plan, as described under S2IA §4.05. The Employer must designate an automatic (default) deferral percentage of at least 3% and not more than 15%, a minimum service requirement of not more than one Year of Service, a minimum age requirement of not more than age 21, and an Entry Date.

**S2-6. PENSION-LINKED EMERGENCY SAVINGS ACCOUNT (PLESA). (S2IA §4.06)**

- (a) **Establishment of a PLESA.** Unless otherwise elected below, the Plan does not include PLESAs.
- Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Employer establishes, as part of the Plan, a PLESA for the benefit of eligible Participants, as provided under Code §402A(e) and ERISA §§801 – 804.
- (b) **Elections relating to PLESAs.** If PLESAs are established under the Plan, the Employer may make the following elections:
- (1) Instead of \$2,500 the Plan limits the portion of a Participant’s Account attributable to PLESA contributions to \$ \_\_\_\_ [insert amount less than \$2,500]
- (2) Instead of requiring an affirmative election by a Participant to contribute to the PLESA, the Plan will automatically enroll eligible Participants at a rate of \_\_\_\_% [must be 3% or less]

**ELECTIVE PROVISIONS RELATING TO MATCHING CONTRIBUTIONS**

**S2-7. OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS DESIGNATED ROTH MATCHING CONTRIBUTIONS. (S2IA §5.01)**

- (a) A Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- (b) Effective \_\_\_\_ [insert date on or after December 30, 2022], a Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- (c) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Designated Roth Matching Contribution: \_\_\_\_\_

**S2-8. TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS (QSLPs) AS SALARY DEFERRALS FOR PURPOSES OF MATCHING CONTRIBUTIONS. (S2IA §5.02)**

- (a) The Plan does not treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions.
- (b) Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Plan will treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of the SECURE 2.0 Act.
- (c) Describe any special rules relating to the treatment of QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions: \_\_\_\_\_

**S2-9. FEDERAL SAVER’S MATCHING CONTRIBUTION. (S2IA §5.03)**

- (a) Employer will not accept receipt of the federal saver’s matching contribution.
- (b) The Employer elects to accept the receipt of the federal saver’s matching contribution, effective \_\_\_\_ [insert date on or after January 1, 2027].
- (c) Describe special rules applicable to the federal saver’s matching contribution: \_\_\_\_\_

**ELECTIVE PROVISIONS RELATING TO DISTRIBUTIONS**

**S2-10. AVAILABILITY OF INVOLUNTARY CASH-OUT DISTRIBUTIONS. (S2IA §6.01)**

- (a) **No change to Involuntary Cash-Out Distribution related-provisions as elected under the Adoption Agreement and as applicable before January 1, 2024 (i.e., prior to the effective date of §304 of the SECURE 2.0 Act).**

- (b) **Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, June 3, 2024 [insert date after January 1, 2024], a Participant who has a Severance from Employment with a vested Account Balance of \$7,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under the Plan.
- (c) **No Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], the Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan.
- (d) **Lower Involuntary Cash-Out Distribution threshold.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant’s vested Account Balance is less than or equal to:
- (1) \$1,000
  - (2) \$5,000
  - (3) \$\_\_\_\_ (*must be less than \$7,000*)
- (e) **Application to spousal consent requirements.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], if the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (e) is elected, the elections in subsections (a) - (d) do not apply in determining the dollar threshold for spousal consent under the Plan and instead the spousal consent threshold is \$7,000 or such lower amount as selected below:
- (1) \$1,000
  - (2) \$5,000
  - (3) \$\_\_\_\_ (*must be less than \$7,000*)
- (f) Describe any special rules relating to Involuntary Cash Out Distributions and/or spousal consent requirements: \_\_\_\_\_

**S2-11. AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. (S2IA §§6.02, 6.03, 6.04, 6.05, 6.07)** A Participant may withdraw all or any portion of such Participant’s vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this S2-11. If more than one option is selected for a particular contribution type under this S2-11, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this S2-11.

If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant’s Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant’s Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under S2-11. Unless otherwise described under S2-11(e), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

*[Note: In-service distributions must satisfy the distribution restrictions applicable to Custodial Accounts and Salary Deferral Accounts.]*

| All<br>Available<br>Sources | Deferral                 | Match                    | ER                       | R/O                      | AT                       | SH                       |  |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) As an Emergency Personal Expense Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].   |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) As a Domestic Abuse Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].  |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) As a Qualified Long-Term Care Distribution beginning December 30, 2025, or, if later, ____ [insert date after December 30, 2025].  |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) As a Terminally Ill Individual Distribution beginning December 30, 2022, or, if later, ____ [insert date after December 30, 2022].<br>[ <b>Note:</b> Not available with respect to Salary Deferrals or amounts held under a Custodial Account unless legislation amends Code §72(t)(2)(L) to allow a Terminally Ill Individual Distribution as a permissible distribution event under Code §403(b).] |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Describe: _____  |

[**Note:** Unless designated otherwise under subsection (e), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (e). Any event described in subsection (e) may not violate the permissible distribution events under the Plan.]

(f) **Special distribution rules for in-service distributions.**

- (1) The following are not available to Participants who have had a Severance from Employment:
  - (i) Emergency Personal Expense Distributions
  - (ii) Domestic Abuse Distributions
  - (iii) Qualified Long-Term Care Distributions
  - (iv) Terminally Ill Individual Distributions
- (2) The following are not available unless the Participant is 100% vested in the source from which the distribution is taken:
  - (i) Emergency Personal Expense Distributions
  - (ii) Domestic Abuse Distributions
  - (iii) Qualified Long-Term Care Distributions
  - (iv) Terminally Ill Individual Distributions
- (3) Unless otherwise elected below, Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts, effective for Plan Years beginning on or after January 1, 2024.
  - (i) Hardship distributions may NOT include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts.
  - (ii) Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral, effective as soon as administratively feasible after the execution date of this SECURE 2.0 Interim Amendment (i.e., March 2, 2026 ) [insert date after January 1, 2024].

- (4) Unless otherwise elected below, Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor Contribution and QACA Safe Harbor Contribution Accounts (including earnings), effective for Plan Years beginning January 1, 2024.
  - (i) Hardship distributions may NOT include the following Accounts (including earnings):
    - (A) QNEC Account
    - (B) QMAC Account
    - (C) Traditional Safe Harbor Contribution Accounts
    - (D) QACA Safe Harbor Contribution Accounts.
  - (ii) Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor and QACA Safe Harbor Accounts (including earnings), effective \_\_\_\_ [insert date after January 1, 2024].
- (5) Describe any special rules relating to Hardship distributions: \_\_\_\_\_
- (6) Other distribution rules: \_\_\_\_\_

**S2-12. PEP FIDUCIARY FOR COLLECTING CONTRIBUTIONS TO THE PEP. (S2IA §8.01)**

- Instead of the PPP, the fiduciary for collecting contributions to the PEP is: \_\_\_\_\_

**S2-13. SPECIAL PROVISIONS.**

If the Employer wishes to provide additional or clarifying provisions to this SECURE 2.0 Act Interim Amendment, the Employer may include such provisions below.

- Describe any special rules related to this SECURE 2.0 Act Interim Amendment: \_\_\_\_\_

**APPLICATION OF SECURE 2.0 ACT INTERIM AMENDMENT**

Pursuant to Revenue Procedure 2023-37 and Section 14.01(a) of the Plan, this SECURE 2.0 Act Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. If the Employer wishes to override the Provider’s (default) elections, the Employer (or the authorized representative of the Employer) must execute this SECURE 2.0 Act Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

North Brevard County District d/b/a Parrish Medical Center 403(b) Plan  
*Name of Plan*

North Brevard County Hospital District d/b/a Parrish Medical Center  
*(Name of Employer)*

George Mikitarian President/CEO  
*(Name of Authorized Representative, if applicable)* *(Title)*

\_\_\_\_\_  
*(Signature)* March 2, 2026  
*(Date)*

## **QUALITY COMMITTEE**

Dan Aton, Chairperson  
Robert L. Jordan, Jr., C.M. (ex-officio)  
Elizabeth Galfo, M.D.  
Billy Specht  
Billie Fitzgerald  
Melissa Lugo  
Herman A. Cole, Jr.  
Stan Retz, CPA  
Ashok Shah, M.D.  
Andre Gabriel, M.D.  
Kevat Patel, M.D., President/Medical Staff  
Aluino Ochoa, M.D., Immediate Past President/Medical Staff  
Christopher Manion, M.D., Designee  
Christopher Rajan, D.O. Medical Staff Review Committee  
Alphonse Pecoraro, M.D., Designee, Vice Chairperson  
George Mikitarian (non-voting)

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
QUALITY COMMITTEE  
MONDAY, MARCH 2, 2026 AT 12:00 P.M.  
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5**

### **CALL TO ORDER**

- I. Approval of Minutes  
  
*Motion to approve the minutes of the January 5, 2026 meeting.*
- II. Vision Statement
- III. Dashboard
- IV. Sepsis Review – Ms. Cottrell
- V. Executive Session (if necessary)

### **ADJOURNMENT**

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE QUALITY COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110. THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE. TO THE EXTENT OF SUCH DISCUSSION, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE AND NORTH BREVARD MEDICAL SUUPPORT, INC. SHALL BE CONDUCTED.

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
QUALITY COMMITTEE**

A regular meeting of the Quality Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on January 5, 2026, in Conference Room 2/3/4/5, First Floor. The following members were present.

Dan Aton, Chairperson  
Robert L. Jordan, Jr., C.M.  
Stan Retz, CPA  
Herman A. Cole, Jr.  
Billy Specht  
Melissa Lugo  
Ashok Shah, M.D. (12:10 p.m.)  
Billie Fitzgerald  
Christopher Manion, M.D.  
Alphonse Pecoraro, M.D., Vice Chair  
Kevat Patel, M.D., President/Medical Staff  
George Mikitarian (non-voting)

Members absent:  
Elizabeth Galfo, M.D. (excused)

**CALL TO ORDER**

Mr. Aton called the meeting to order at 12:01 p.m.

**REVIEW AND APPROVAL OF MINUTES**

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Specht, and approved (10 ayes, 0 nays, 0 abstentions). Dr. Shah was not present at the time the vote was taken.

***ACTION TAKEN: MOTION TO APPROVE THE NOVEMBER 3, 2025 MINUTES OF THE QUALITY COMMITTEE, AS PRESENTED.***

**VISION STATEMENT**

Ms. Cottrell shared the committee's vision statement, which is to ensure affordable access to safe, high quality patient care to the communities we serve.

### **QUALITY DASHBOARD REVIEW**

Ms. Cottrell reviewed the Quality Dashboard discussing each indicator score as it relates to clinical quality and cost. Ms. Cottrell shared that on December 19, 2025, The Joint Commission conducted PMC's biannual Stoke Certification Survey, noting that PMC has successfully passed. Ms. Cottrell answered questions and received comments from committee members concerning the dashboard and her earlier discussion. Copies of the Power Point slides presented by Ms. Cottrell are appended to the file copy of these minutes.

Mr. Mikitarian gave a brief introduction and background of education and professional experience for John Gachago, Vice President of Digital Innovation.

### **DIGITAL TRANSFORMATION ROADMAP**

Mr. Gachago shared the Digital Transformation Roadmap including the upgrade of PMC's electronic health records system and indicated this is a next step in maintaining and improving quality of care at Parrish Medical Center. Copies of the Power Point slides presented are appended to the file copy of these minutes.

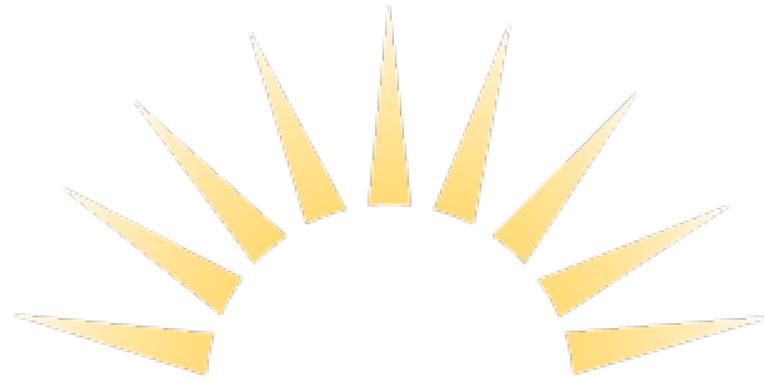
### **OTHER**

There was no other business brought before the committee.

### **ADJOURNMENT**

There being no further business, the Quality Committee meeting adjourned at 1:22 p.m.

Dan Aton  
Chairperson



**PARRISH<sup>®</sup>**  
**HEALTHCARE**

*Healing Experiences for Everyone All the Time<sup>®</sup>*  
*[parrishhealthcare.com](http://parrishhealthcare.com)*

# Quality Agenda

**March 2, 2026**

1. Approval of minutes
2. Vision Statement
3. Dashboard
4. Sepsis Review

# Quality Committee

## Vision Statement

“Assure affordable access to safe, high quality patient care to the communities we serve.”



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# DASHBOARD



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# Performance dashboard

| Description                   | Definition                                     | QTR              | Rolling YTD        | Goal                |
|-------------------------------|--|------------------|--------------------|---------------------|
| Stroke                        | Stroke management compliance                   | 90.9%            | 87.5%              | Goal: = 100%        |
| Readmission                   | All cause 30-day readmissions                  | 10.83%<br>30/277 | 11.95%<br>130/1088 | Goal: ≤ 14.6%       |
| Person Centered flow          | Emergency department throughput                | 200.3            | 196.3              | Goal: ≤ 176 minutes |
| Person Experience             | Top box HCAHPs domain score for overall rating | 61.7%            | 61.4%              | Target: ≥ 72%       |
| Social Determinants of Health | Percent of patients screened                   | 97.96%           | 96.09%             | Target: 93%         |
| Social Determinants of Health | Percent who screened positive                  | 6.23%            | 7.34%              |                     |

# Performance dashboard

| Description   | Definition              | QTR            | Rolling YTD     | Rolling 3 YR      | Goal         |
|---------------|-------------------------|----------------|-----------------|-------------------|--------------|
| Heart Attack  | 30-day readmission rate | 25.0%<br>2/8   | 15.91%<br>7/44  | 9.0%<br>9/100     | Goal: < 14%  |
| Heart Failure | 30-day readmission rate | 25.0%<br>7/28  | 20.69%<br>18/87 | 21.77%<br>59/271  | Goal: < 20%  |
| COPD          | 30-day readmission rate | 18.75%<br>3/16 | 10.64%<br>5/47  | 11.57%<br>14/121  | Goal: < 18%  |
| Pneumonia     | 30-day readmission rate | 11.8%<br>4/34  | 13.0%<br>19/146 | 12.0%<br>56/467   | Goal: < 16%  |
| Hip/Knee      | 30-day readmission rate | 0%<br>0/0      | 25%<br>2/8      | 9.3%<br>4/43      | Goal: < 4.5% |
| Combined      | 30-day readmission rate | 18.6%<br>16/86 | 15.4%<br>51/332 | 14.2%<br>142/1002 | Goal: < 14%  |

# Performance dashboard

| Description                   | Definition   | Rolling YTD | Days Since Last Infection | National Rate |
|-------------------------------|--|-------------|---------------------------|---------------|
| CLABSI                        | Central Line Associated Bloodstream Infection        | 1.100       | 15 days                   | < 0.592       |
| CAUTI                         | Catheter Associated Urinary Tract Infection          | 0.808       | 253 days                  | < 0.484       |
| MRSA bacteremia               | Hospital onset MRSA bacteremia                       | 0.909       | 244 days                  | < 0.692       |
| <i>C. difficile</i> infection | Hospital onset <i>C. difficile</i> infection         | 0.258       | 11 days                   | < 0.344       |
| SSI                           | Combined Abdominal hysterectomy and colon procedures | 0.000       | 765 days                  | < 0.855       |

# SEPSIS REVIEW



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# PATHOPHYSIOLOGY & PREVALENCE

Dr. Kevat Patel



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# Why does Sepsis matter?

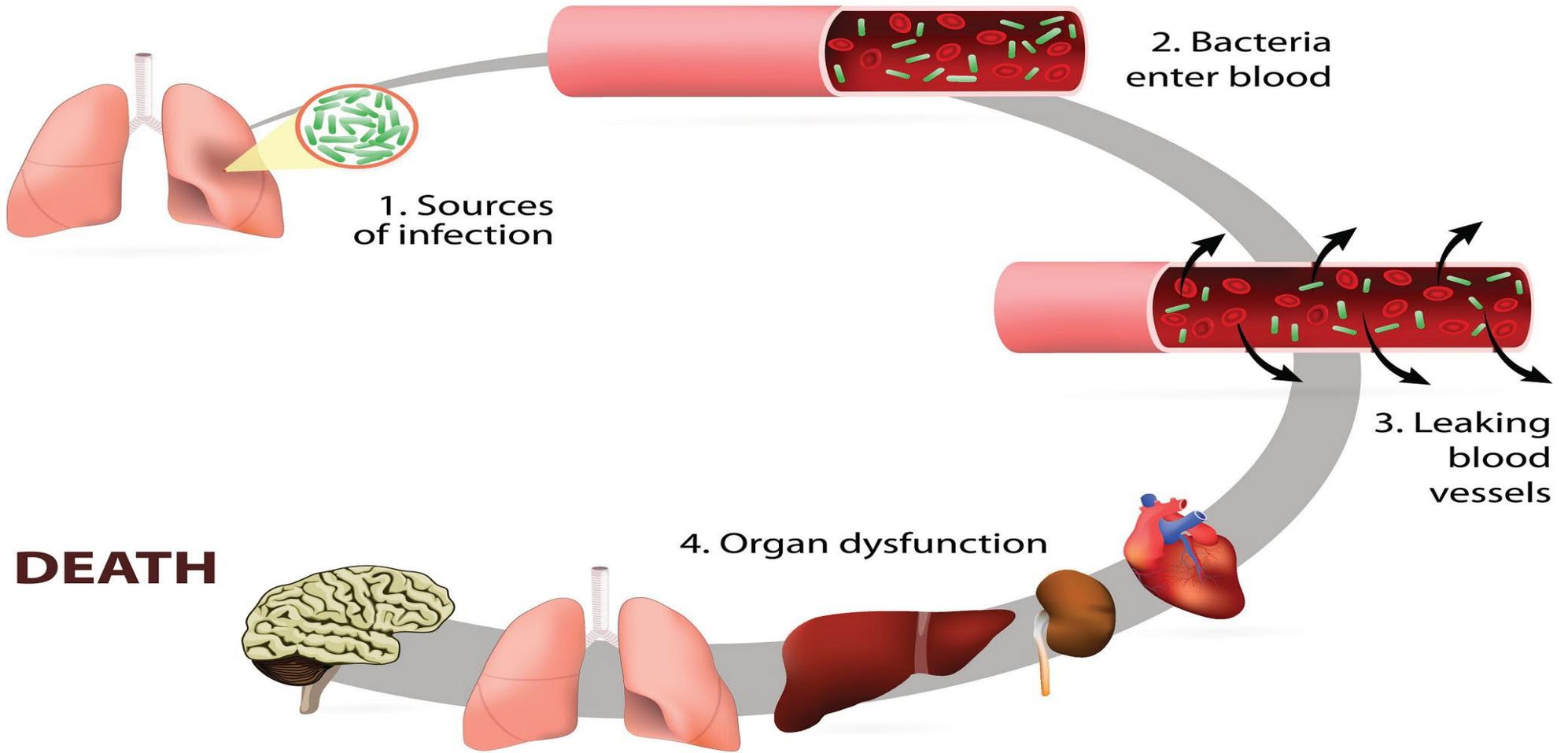
**High Mortality Risk:** If not caught early, can lead to death.

**Long-term Risk:** Survivors often face an increased risk of future health complications.

**Volume:** Approximately **1.7 million adults** in the U.S. develop sepsis annually.

**Financial Impact:** Sepsis is the **most expensive condition** treated in U.S. hospitals.

# Sepsis



**DEATH**

# What is “Code Sepsis”?

**Standardized Activation:** clinician identifies patient meets sepsis criteria

**Detailed Documentation:** clinical findings must be CLEARLY recorded

**Clinical Accuracy → Improves Patient Outcome**

# Sepsis

## The warning signs – part I

- Fever
- Rapid heart rate
- Rapid breathing
- Abnormal white blood cell count

# Sepsis

## Organ stress – part II

- Low blood pressure
- Organ failure signs
- Respiratory distress

# Sepsis

## Stewardship

- Primary prevention
- Community literacy
- The “Act FAST” Mandate

# Sepsis

## Community determinants

- Socio-economic barriers
- Health literacy
- Access to care

# Sepsis

## Our path forward

- Leadership commitment
- Accountability
- Action
- Tracking & reporting

# SEPSIS BUNDLE



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# Review of CMS SEP-1

## Severe Sepsis and Septic Shock Management Bundle

- Quality measure reported to CMS
- Establishes a treatment protocol for managing sepsis
- Included in Quality Payment programs
  - Value Based Purchasing
  - CMS Star Rating

# CMS bundle components

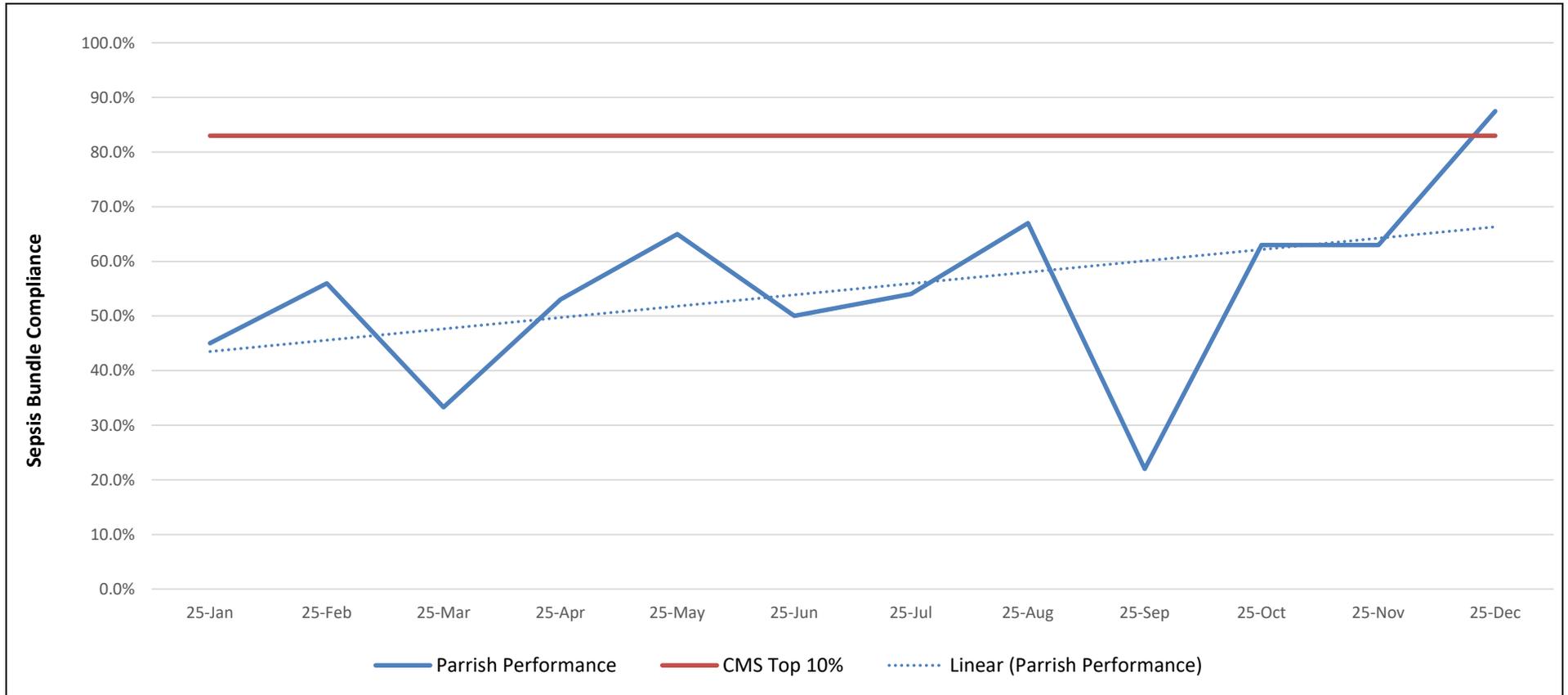
1. Blood cultures
2. Initial lactate
3. Broad spectrum antibiotics
4. Fluid bolus if low blood pressure
5. Repeat lactate
6. Physician re-assessment

# PARRISH PERFORMANCE

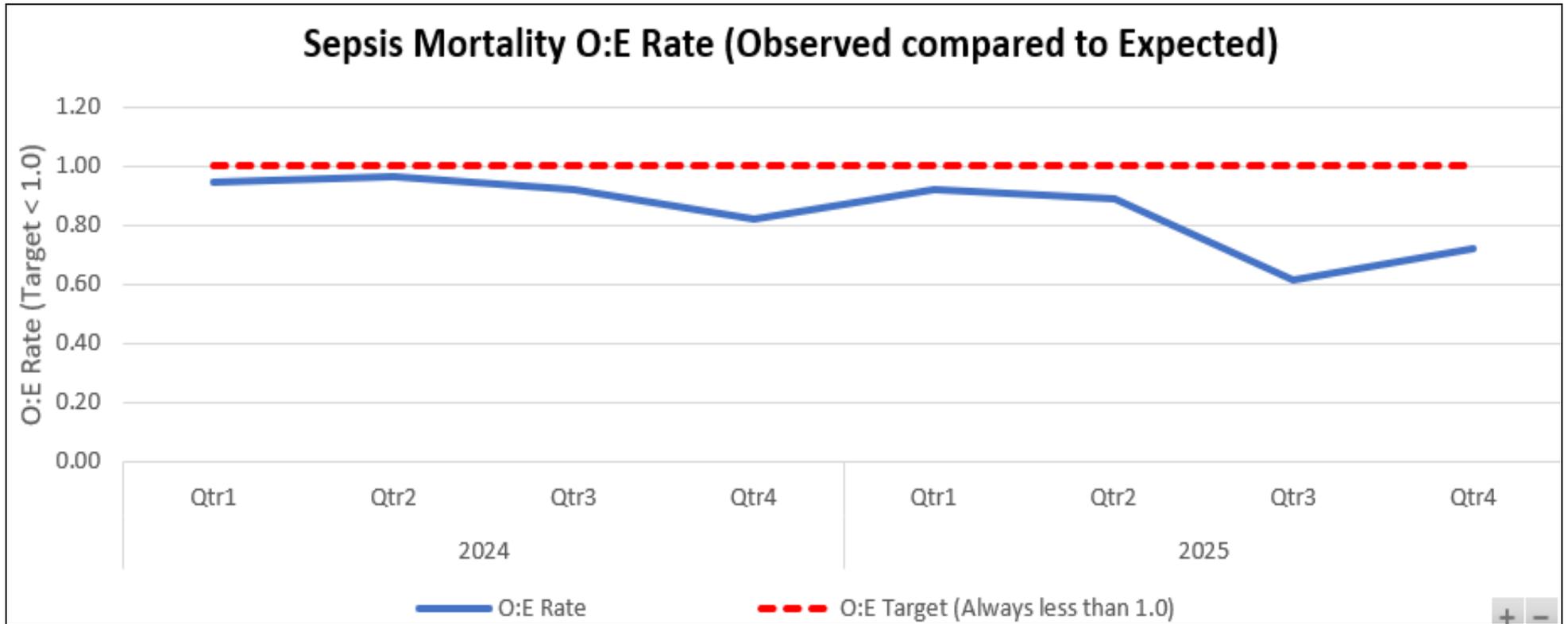


*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

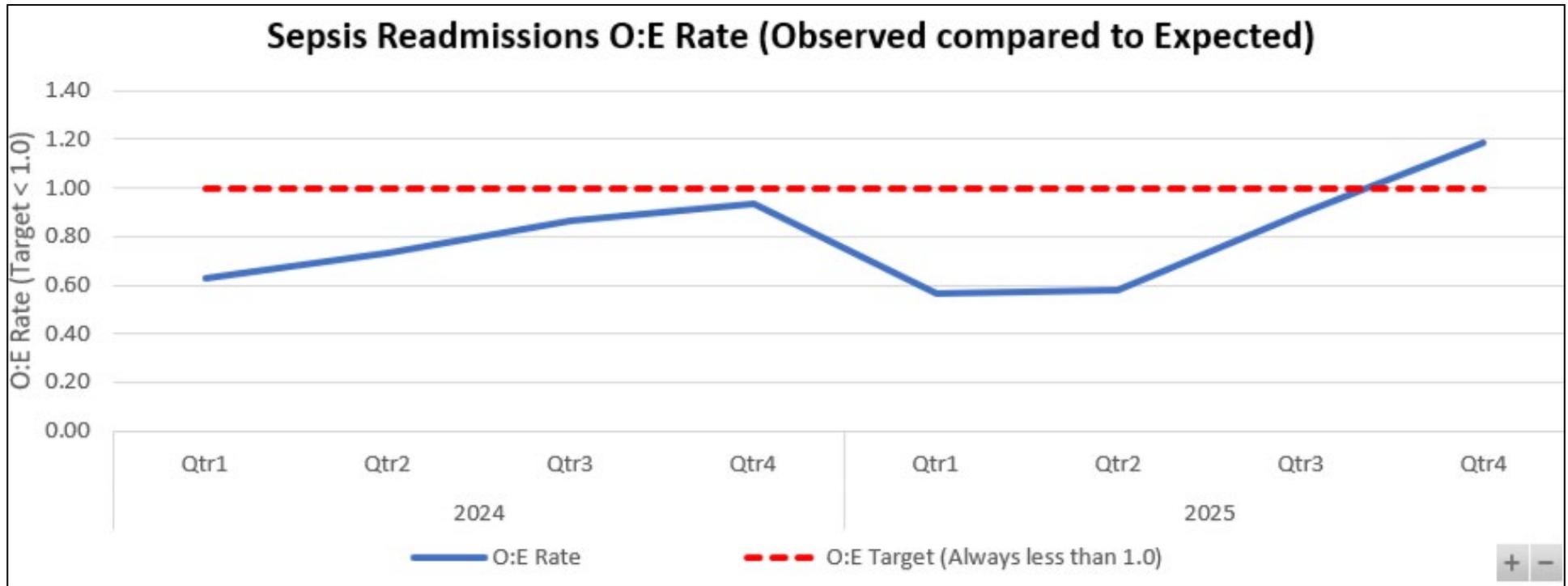
# 2025 Sepsis bundle performance



# Sepsis Mortality



# Sepsis Readmissions



# CDC HOSPITAL SEPSIS PROGRAM

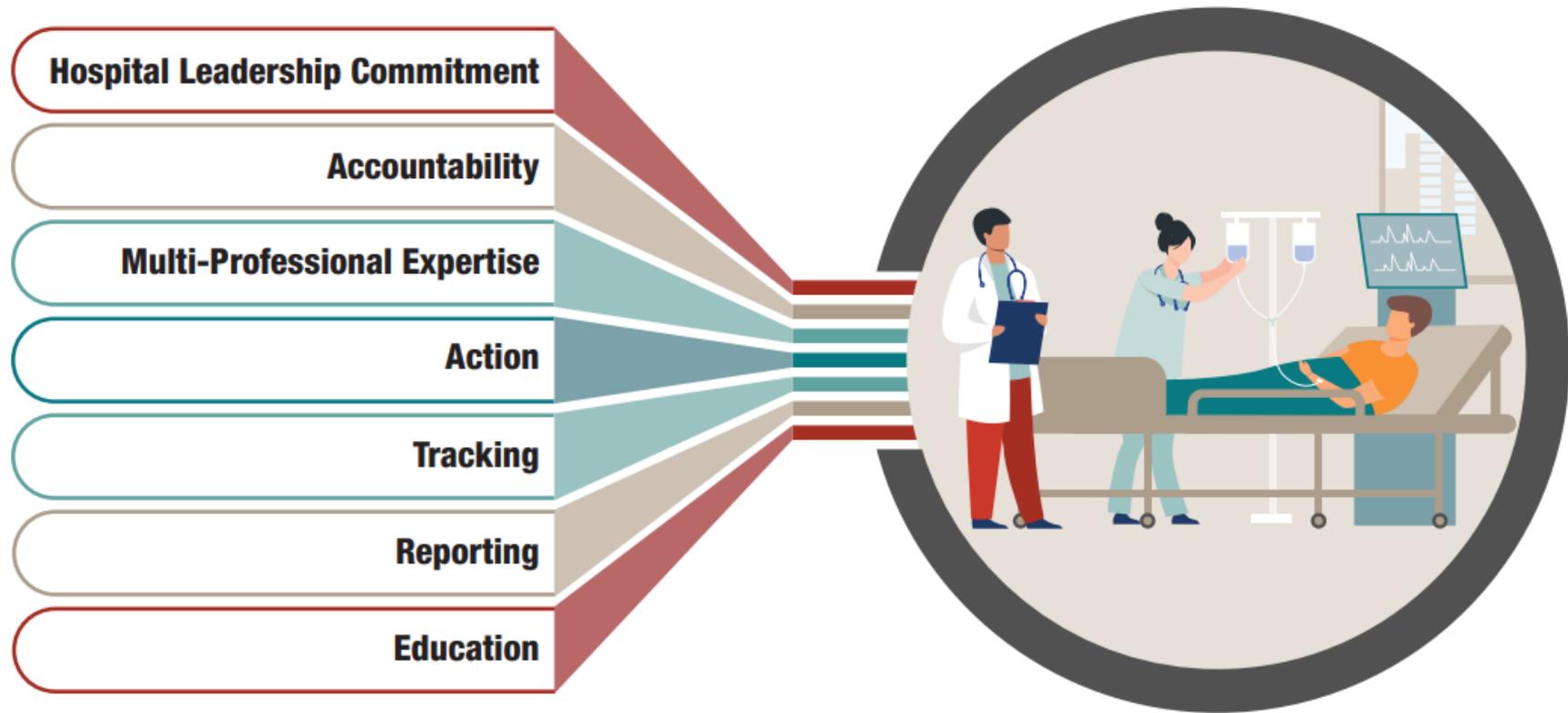
## Core Elements 2023



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

# CDC Hospital Sepsis Program

## Core elements



# CDC Hospital Sepsis Program

## Core elements priority examples

- Identify sepsis as a hospital priority and communicate priority to hospital staff
- Engage multi-professional experts
- Implement a standardized process to screen for sepsis
- Track sepsis outcomes metrics
- Use comparative or benchmarking data

# CDC Hospital Sepsis Program

## Assessment tool

- Assesses current sepsis program infrastructure
- Identifies areas for improvement
- Guides efforts to optimize sepsis care

# CDC Hospital Sepsis Program

## Getting started

- Identify team
- Secure leadership support
- Complete needs analysis
- Establish goals and actions

# QUESTIONS



*Healing Experiences for Everyone All the Time®*  
[parrishhealthcare.com](http://parrishhealthcare.com)

FINANCE COMMITTEE

Herman A. Cole, Jr. Chairperson  
Stan Retz, CPA, Vice Chairperson  
Robert L. Jordan, Jr., C.M., (ex-officio)  
Billy Specht  
Billie Fitzgerald  
Dan Aton  
Christopher Manion, M.D.  
George Mikitarian, President/CEO (non-voting)

**FINANCE COMMITTEE MEETING  
NORTH BREVARD COUNTY HOSPITAL DISTRICT OPERATING  
PARRISH MEDICAL CENTER  
MONDAY, MARCH 2, 2026  
FIRST FLOOR CONFERENCE ROOMS 2/3/4/5**

CALL TO ORDER

- I. Approval of minutes.

*Motion: To recommend approval of the January 5, 2026 meeting.*

- II. Financial Review – Mr. Moehring

- III. Restatement and Amendment of 403(b) Plan

*Motion: To recommend the Board of Directors approve the resolution and secretary's certificate of the North Brevard County Hospital District approving the restatement of and the amendment to the North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) plan.*

- IV. Membership Reappointment for Leigh Spradling

*Motion: To recommend the Board of Directors approve the reappointment of Leigh Spradling to the Retirement Planning Committee for a two-year term beginning March 1, 2026 through March 1, 2028.*

- V. Membership Reappointment for Casey Couch

*Motion: To recommend the Board of Directors approve the reappointment of Casey Couch to the Retirement Planning Committee for a two-year term beginning March 1, 2026 through March 1, 2028.*

- VI. Membership Reappointment for Dan Aton

*Motion: To recommend the Board of Directors reappointment of Dan Aton to the Retirement Planning Committee for a two-year term beginning April 1, 2026 through April 1, 2028.*

- VII. Executive Session (if necessary)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE FINANCE COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES, AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.**

**THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS FINANCE COMMITTEE. TO THAT EXTENT OF SUCH DISCUSSIONS, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS FINANCE COMMITTEE AND THE NORTH BREVARD MEDICAL SUPPORT, INC. SHALL BE CONDUCTED.**

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
FINANCE COMMITTEE**

A regular meeting of the Finance Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on January 5, 2026, in Conference Room 2/3/4/5, First Floor. The following members, representing a quorum, were present:

Herman A. Cole, Jr., Chairperson  
Stan Retz, Vice Chairperson  
Robert Jordan, Jr., C.M.  
Billie Fitzgerald  
Dan Aton  
Christopher Manion, M.D.  
George Mikitarian (non-voting)

Member(s) Absent:  
None

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

**CALL TO ORDER**

Mr. Cole called the meeting to order at 1:33 p.m.

**REVIEW AND APPROVAL OF MINUTES**

Discussion ensued and the following motion was made by Mr. Jordan seconded by Mr. Retz and approved (6 ayes, 0 nays, 0 abstentions.)

***ACTION TAKEN: MOTION APPROVING THE NOVEMBER 3, 2025, MEETING MINUTES OF THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, AS PRESENTED.***

**FINANCIAL REVIEW**

Mr. Moehring summarized the November financial statements of the North Brevard County Hospital District and the year-to-date financial performance of the Health System indicating positive progress continues to be made. Mr. Moehring answered questions and received comments from the members of the committee.

**ELECTRONIC MEDICAL RECORD PROJECT**

Mr. Moehring provided a brief overview and timeline and cost of the proposed Meditech Expanse Upgrade Project (Digital Transformation Roadmap). Discussion ensued and the following motion was made by Mr. Aton seconded by Mr. Jordan and approved (6 ayes, 0 nays, 0 abstentions.) Copies of the Power Point slides presented by Mr. Moehring are appended to the

file copy of these minutes.

***ACTION TAKEN:* MOTION TO RECOMMEND THE BOARD OF DIRECTORS TO APPROVE THE IMPLEMENTATION COSTS OF THE PHASE ONE DIGITAL FOUNDATION ELECTRONIC HEALTH RECORD UPGRADE PHASE OF THE DIGITAL TRANSFORMATION ROAD MAP, AS PRESENTED, IN THE AMOUNT NOT TO EXCEED \$25,000,000.00, WHICH REPRESENTS AN INCREMENTAL CAPITAL INVESTMENT NOT TO EXCEED \$18,350,000.00.**

**ADJOURNMENT**

There being no further business to come before the committee, the Finance Committee meeting adjourned at 2:39 p.m.

Herman A. Cole Jr  
Chairperson



*Healing Families – Healing Communities®*

[parrishmed.com](http://parrishmed.com)

# Finance Committee

## FYTD January 31, 2026 – Performance Dashboard

| Indicator            | FYTD 2026 Actual | FYTD 2026 Budget | FYTD 2025 Actual |
|----------------------|------------------|------------------|------------------|
| ED Visits            | 11,892           | 11,022           | 10,262           |
| IP Admissions        | 1,773            | 1,657            | 1,591            |
| Surgical Cases       | 1,860            | 1,764            | 1,860            |
| LOS                  | 4.96             | 5.00             | 5.39             |
| OP Volumes           | 33,897           | 32,382           | 29,440           |
| Hospital Margin %    | 12.84%           | 10.88%           | 11.36%           |
| Investment Income \$ | \$1.2 Million    | \$0.6 Million    | \$1.1 Million    |

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
APPROVING THE RESTATEMENT OF AND THE AMENDMENT TO THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
D/B/A PARRISH MEDICAL CENTER 403(b) PLAN**

The Board of Directors of the North Brevard County Hospital District, d/b/a Parrish Medical Center, at a meeting duly called and held for which notice was given in accordance with Florida Statutes Chapter 286.011, and at which a quorum was present, hereby adopts the following recitals and resolutions:

**WHEREAS**, the North Brevard County Hospital District (the “District”) is a special hospital district of the State of Florida created by special act of the Florida Legislature in 1953 by Chapter 28924, Laws of Florida, re-codified by Ch. 2003-362, Laws of Florida; and

**WHEREAS**, the District established the North Brevard County Hospital District, a Special Tax District operating the North Brevard County District d/b/a Parrish Medical Center 403(b) Plan (the “Plan”), effective as of January 1, 1989; and

**WHEREAS**, the Retirement Planning Committee of the District (the “Committee”) assists in the administration of the Plan and provides recommendations to the District regarding the Plan; and

**WHEREAS**, the District reserved the right to amend the Plan; and

**WHEREAS**, the Committee has recommended the District restate the Plan to permit participants to make voluntary after-tax employee contributions to the Plan and to comply with the so-called SECURE 2.0 Act, a copy of which is attached as Exhibit “A”.

**RESOLVED**, that the District hereby adopts the Plan restatement (which includes an “Adoption Agreement” and a “Basic Plan Document”) recommended by the Committee, attached hereto as Exhibit “A”.

**RESOLVED**, that the proper officers of the District are hereby authorized and directed to take any and all actions necessary to effect the foregoing resolutions and that any and all actions heretofore taken by any officer or director of the District in connection to the foregoing resolutions are ratified, confirmed and approved in all respects.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2026.

BOARD OF NORTH BREVARD COUNTY  
HOSPITAL DISTRICT

By: \_\_\_\_\_  
Printed Name: Robert L. Jordan, Jr.  
Its: Chairman

ATTEST:

By: \_\_\_\_\_  
Printed Name: Elizabeth T. Galfo, M.D.  
Its: Secretary

**SECRETARY’S CERTIFICATE ACKNOWLEDGING  
RESTATEMENT AND AMENDMENT  
OF THE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
D/B/A  
PARRISH MEDICAL CENTER  
403(b) PLAN**

The undersigned Secretary of the North Brevard County Hospital District hereby certifies that the following resolutions were adopted by the North Brevard County Hospital District at a formal meeting for which notice was given in accordance with Florida Statutes Chapter 286.011 and that such resolutions have not been amended or rescinded since that date.

**WHEREAS**, the North Brevard County Hospital District (the “District”) is a special hospital district of the State of Florida created by special act of the Florida Legislature in 1953 by Chapter 28924, Laws of Florida, re-codified by Ch. 2003-362, Laws of Florida; and

**WHEREAS**, the District established the North Brevard County Hospital District, a Special Tax District operating Parrish Medical Center 403(b) Plan (the “Plan”), effective as of January 1, 1989; and

**WHEREAS**, the Retirement Planning Committee of the District (the “Committee”) assists in the administration of the Plan and provides recommendations to the District regarding the Plan; and

**WHEREAS**, the District reserved the right to amend the Plan; and

**WHEREAS**, the Committee has recommended the District restate the Plan to permit participants to make voluntary after-tax employee contributions to the Plan and to comply with the so-called SECURE 2.0 Act, a copy of which is attached hereto as Exhibit “A”; and

**RESOLVED**, that the District hereby adopts the Plan restatement (which includes an “Adoption Agreement” and a “Basic Plan Document”) recommended by the Committee, attached hereto as Exhibit “A”.

**RESOLVED**, that the proper officers of the District are hereby authorized and directed to take any and all actions necessary to effect the foregoing resolutions and that any and all actions heretofore taken by any officer or director of the District in connection to the foregoing resolutions are ratified, confirmed and approved in all respects.

Date: March 2, 2026

By: \_\_\_\_\_, Secretary  
Printed Name: Elizabeth T. Galfo, M.D.  
Its Secretary

**EXHIBIT “A”**

**NORTH BREVARD COUNTY HOSPITAL  
D/B/A  
PARRISH MEDICAL CENTER  
403(b) PLAN**

**ADOPTION AGREEMENT  
AND  
BASIC PLAN DOCUMENT**

**GOVERNMENTAL PRE-APPROVED 403(b) PLAN  
ADOPTION AGREEMENT #12-001**

**For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations**

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

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

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

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

**SECTION 1  
EMPLOYER INFORMATION**

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

**1-1 EMPLOYER INFORMATION.**

Name: North Brevard County Hospital District d/b/a Parrish Medical Center

Address: 951 North Washington Ave.

City, State, Zip Code: Titusville, FL 32796

Telephone: 321-268-6111

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN).** 59-6020427

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

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

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

**1-4 EMPLOYER'S TAX (ACCOUNTING) YEAR END (optional).** The Employer's tax (accounting) year ends September 30

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

Yes

No

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

North Brevard Medical Support, Inc.

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

**SECTION 2  
PLAN INFORMATION**

2-1 **PLAN NAME.** North Brevard County District d/b/a Parrish Medical Center 403(b) Plan

Original Effective Date: January 1, 1989

Restatement Effective Date: January 1, 2026

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

2-2 **PLAN NUMBER.** 003

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

- (a) Custodial Account under Code §403(b)(7)  
 (b) Annuity Contract under Code §403(b)(1)  
 (c) Custodial Account and/or Annuity Contract  
 (d) The Plan is intended to be a FICA Replacement Plan

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

2-4 **PLAN YEAR.**

- (a) Calendar year.  
 (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
 (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.

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

- This Plan is a frozen Plan effective \_\_\_\_\_.

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

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

- (a) Yes  
 (b) No

2-7 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.  
 (b) Name: The Employer identified in AA Section 1-1 and the Retirement Planning Committee (See Addendum A)

Address: 951 North Washington Ave, Titusville, FL 32796

Telephone: 321-268-6111

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

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

- (a) The individual is covered by the Employer’s disability insurance plan and is determined to be Disabled under such plan.
- (b) The individual is determined to be Disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

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

(d) Alternative definition of Disabled: \_\_\_\_\_

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

**SECTION 3  
ELIGIBLE EMPLOYEES**

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

| Deferral                            | Match                    | ER                       |  |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees (as defined in Section 1.21 of the BPD)   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (d) Student Employees (as defined in Section 1.97 of the BPD)  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (e) Employees who normally work less than ___ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the BPD).   |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (f) Employees who normally work less than ___ hours a week.  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (g) Employees eligible for a governmental Code §457(b) plan sponsored by the Employer that includes salary deferral contributions<br>Specify name of Code §457(b) plan (optional): _____ |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (h) Employees eligible for a 401(k) plan sponsored by the Employer<br>Specify name of the 401(k) plan (optional): _____  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | (i) Employees eligible for another 403(b) plan sponsored by the Employer that includes salary deferral contributions<br>Specify name of the other 403(b) plan (optional): _____          |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (j) Seasonal Employees   |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (k) Temporary Employees  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (l) Interns  |
| N/A                                 | <input type="checkbox"/> | <input type="checkbox"/> | (m) Per diem Employees   |

| Deferral | Match                               | ER                                  |  |
|----------|-------------------------------------|-------------------------------------|--|
| N/A      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (n) Other: <u>Employees of North Brevard Medical Support, Inc. and Employees who are classified by the Employer as "non-benefit eligible" Employees.</u> |
| N/A      | <input type="checkbox"/>            | <input type="checkbox"/>            | (o) Other:   |

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

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

**SECTION 4  
MINIMUM AGE AND SERVICE REQUIREMENTS**

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

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

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

| Match                               | ER                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (1) There is no minimum service requirement for participation in the Plan.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.</li> <li><input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the BPD for rules regarding the application of this subsection (ii).)</li> </ul> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (4) The completion of ___ Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [ <i>An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.</i> ]  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "Part-Time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).   |

**Match**                      **ER**

- (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
  - (A) There is no minimum service requirement for participation in the Plan.
  - (B) The completion of at least \_\_\_\_ Hours of Service during the first \_\_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
  - (C) Under the Elapsed Time Method as defined in AA §4-3 below.
  - (D) Describe: \_\_\_\_\_

- (ii) Part-Time Employees must complete a Year of Service (as defined in AA §4-3).
  - (A) For this purpose, a Part-Time Employee is any Employee whose normal work schedule is less than:
    - (I) \_\_\_\_ hours per week.
    - (II) \_\_\_\_ hours per month.
    - (III) \_\_\_\_ hours per year.
  - (B) Describe Part-Time Employees for this purpose: \_\_\_\_\_

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

- (6) Two (2) Years of Service.
- (7) Under the Elapsed Time Method as defined in AA §4-3 below.
- (8) Describe eligibility conditions: \_\_\_\_\_
- (9) Describe eligibility conditions: \_\_\_\_\_

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

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

**Match**                      **ER**

- (1) There is no minimum age for Plan eligibility.
- (2) Age 21.
- (3) Age \_\_\_\_.

- (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

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

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

**Match**                      **ER**

- (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
- (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

| Match                               | ER                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (d) <b>Monthly.</b> The first day of each calendar month.   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (e) <b>Payroll period.</b> The first day of the payroll period.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) <b>The first day of the Plan Year.</b> [See Section 2.03(b) of the BPD for special rules that apply.] |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) <b>Describe Entry Date:</b> _____   |

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

| Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (h) <b>next following</b> satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (i) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (j) <b>nearest</b> the satisfaction of the minimum age and service requirements.                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (k) <b>preceding</b> the satisfaction of the minimum age and service requirements.                     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (l) <b>coinciding with or preceding</b> the satisfaction of the minimum age and service requirements.  |

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

| Match                    | ER                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) <b>Describe</b> any special rules that apply with respect to the Entry Dates under this AA §4-2: _____<br><i>[Note: The Employer may describe different Entry Dates for different groups of Employees, provided such Entry Dates are consistent with the permissible elections in this AA §4-2.]</i> |

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

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

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

- | Match                    | ER                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ___ Hours of Service during an Eligibility Computation Period.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period.</b> The Plan will use Anniversary Years for all Eligibility Computation Periods.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Exclusion Years.</b> Instead of the Plan Year, the Plan will use Anniversary Years for Exclusion Years for purposes of determining whether Employees normally work fewer than 20 hours per week. (See Section 2.02(b)(4) of the BPD.)  |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Elapsed Time Method.</b> Eligibility service will be determined under the Elapsed Time Method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) For Match, must complete a ____ period of service</li> <li><input type="checkbox"/> (2) For ER, must complete a ____ period of service</li> </ul> <p><i>[Note: Under the Elapsed Time Method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.]</i></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Equivalency Method.</b> For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for eligibility will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> <li><input type="checkbox"/> (7) <b>Hours worked.</b> 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (8) <b>Regular time hours.</b> 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (9) <b>Describe:</b> _____</li> </ul> <p><i>[Note: Any description under (9) must be definitely determinable with respect to Hours of Service.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the BPD) will be disregarded in applying the eligibility rules. <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>   |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 2.07(d) of the BPD) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. <ul style="list-style-type: none"> <li><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>  |

Match ER

(h) **Special eligibility provisions:** \_\_\_\_\_

*[Note: Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan. The Employer may describe different eligibility provisions, including different Eligibility Computation Periods and different service crediting methods, for different groups of Employees, provided such eligibility provisions are consistent with the permissible elections in this AA §4.]*

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution types under the Plan as of such Employee's Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

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

Match ER

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

- (a) the Effective Date of this Plan (as designated in the Employer Signature Page).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) \_\_\_\_\_ *[insert date no earlier than the Effective Date of this Plan]*.

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

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

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

- (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_
- (g) Describe special rules: \_\_\_\_\_

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

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

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

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

- (1) The Plan will count service with all Employers which have been acquired.
- (2) The Plan will count service with the following Predecessor Employers:

|                              | Name of Predecessor Employer | Eligibility              | Vesting                  | Allocation Conditions    |
|------------------------------|------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> (i) | _____                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(b) **Describe** any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

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

**SECTION 5  
COMPENSATION DEFINITIONS**

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

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) “Simplified” Code §415 Compensation
- (d) Wages under Code §3401(a)

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

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

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation:
  - (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
  - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

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

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

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

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

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No exclusions.   |
| N/A                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Elective Deferrals (as defined in Section 1.33 of the BPD), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4). |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits.  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) Compensation above \$____.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (e) Amounts received as a bonus.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (f) Amounts received as commissions.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Overtime payments.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Amounts received for services performed for a non-signatory Related Employer. (See Section 2.02(c) of the BPD.)  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (i) “Deemed §125 compensation” as defined in Section 1.101(d) of the BPD.  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (j) Amounts received after Severance from Employment. (See Section 1.101(b) of the BPD.)   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (k) Differential Pay (as defined in Section 1.101(e) of the BPD).  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (l) Leave of absence pay.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (m) Describe adjustments to Plan Compensation: <u>All compensation is excluded other than base pay and personal leave bank received.</u>   |

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

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

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

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (1) The Plan Year.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (2) The calendar year ending in the Plan Year.                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (3) The Employer's fiscal tax year ending in the Plan Year.              |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (4) The 12-month period ending on _____ which ends during the Plan Year. |

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

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

| Match                    | ER                       |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | All compensation paid during the Plan Year will be taken into account, including compensation paid while an individual is not a Participant. |

- (c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).
- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Includible Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6  
EMPLOYER CONTRIBUTIONS**

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

- Yes  
 No [If No, skip to AA §6A.]

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

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

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) \_\_\_% of each Participant's Plan Compensation.
- (2) \$\_\_\_ for each Participant.
- (c) **Contributions under collective bargaining agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a collective bargaining agreement, employment contract or equivalent arrangement as follows:
- (1) Describe: \_\_\_\_\_
- (2) See Addendum.

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

- (d) **Service-based contribution.** The Employer will make the following contribution:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
- (2) **Fixed percentage.** \_\_\_% of Plan Compensation paid for each period of service designated below.

(3) **Fixed dollar.** \$ \_\_\_ for each period of service designated below.

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

(4) Each Hour of Service

(5) Each week of employment

(6) Describe period: \_\_\_\_\_

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

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

(7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

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

|                              | Years of Service            | Contribution % |
|------------------------------|-----------------------------|----------------|
| <input type="checkbox"/> (1) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (2) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (3) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (4) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (5) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (6) | From ___ and up through ___ | ___%           |
| <input type="checkbox"/> (7) | From ___ and above          | ___%           |

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

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

(f) **Describe special rules for determining contributions under the Plan:** \_\_\_\_\_

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

6-3 **ALLOCATION FORMULA.**

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

(1) as a uniform percentage of Plan Compensation.

(2) as a uniform dollar amount.

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

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

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

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

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

(A) N/A

(B) \$1

(C) \$100

(D) \$1,000

(ii) \$ \_\_\_\_ (not to exceed the Taxable Wage Base)

(iii) 20% of the Taxable Wage Base

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

(2) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**Description of allocation groups**

**Group 1:** \_\_\_\_\_

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

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

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

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

(B) **Describe:** \_\_\_\_\_

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

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

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

- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_% (must be between 7.5% and 8.5%) in determining a Participant’s Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant’s Actuarial Factor: \_\_\_\_\_
- (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

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

- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.
- (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.
- (i) **Describe special rules for determining allocation formula:** \_\_\_\_\_

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

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

- (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation paid during the following period: [*The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.*]
  - (1) Plan Year quarter
  - (2) calendar month
  - (3) payroll period
  - (4) Other period more frequent than Plan Year: \_\_\_\_\_

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

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
  - (1) \_\_\_% of Plan Compensation
  - (2) \$\_\_\_
  - (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Offset of Employer Contribution.**
  - (1) A Participant’s allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [*insert name of plan(s)*].
  - (2) In applying the offset under this subsection (c), the following rules apply: \_\_\_\_\_
- (d) **Other special rules relating to Employer Contributions:** \_\_\_\_\_

6-5 **SPECIAL EMPLOYER CONTRIBUTIONS.**

- (a) **Contributions for former Employees.** If this subsection (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee for the period through the end of the Taxable Year of the Employee in

which such Employee ceases to be an Employee and through the end of each of the next five Taxable Years (as provided in Section 3.01(c) of the BPD), as described below:

- (1) A separate discretionary Employer Contribution may be made to each former Employee (i.e., each former Employee is in such former Employee's own allocation group).
- (2) The Employer will allocate \_\_\_% of the former Employee's deemed Total Compensation for the period through the end of the taxable year in which the former Employee has a Severance from Employment and the next \_\_\_ taxable years (not to exceed 5).
- (3) Describe the contribution/allocation formula that applies to former Employees: \_\_\_\_\_

[*Note: The Employer must describe the contribution/allocation rules in a definitely determinable manner consistent with the contribution and allocation elections available under AA §6-2 and 6-3 and/or a combination thereof.*]

(b) **Contributions of accrued unpaid sick, PTO and/or vacation leave.** (Complete all that apply.)

- (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below: \_\_\_\_\_
- (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below: \_\_\_\_\_
- (3) The Employer will make Employer Contributions of amounts of accrued unpaid PTO leave, as described below: \_\_\_\_\_

[*Note: The Employer must describe an Employer Contribution of accrued unpaid sick, PTO and/or vacation leave that meets the following requirements:*

- *The leave converted under the arrangement can only be accrued unpaid leave;*
- *The leave converted can only be sick, PTO and/or vacation leave;*
- *The Employer must designate how often the conversions occur under this AA §6-5;*
- *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
- *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
- *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
- *The leave conversion formula is definitely determinable.*]

[*Note: As an alternative to describing the Employer Contribution of accrued unpaid sick, PTO and/or vacation leave above, the Employer may attach an addendum which incorporates by reference the currently applicable accrued sick, PTO and/or vacation leave policy. The addendum does not need to include the actual accrued sick, PTO and/or vacation leave policy, but must be sufficiently descriptive to identify incorporated documents.*]

6-6 **MANDATORY CONTRIBUTIONS.** See AA §6C-3 for elections relating to Mandatory Contributions.

6-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
  - (1) 1,000 Hours of Service during the Plan Year.
    - (i) Hours of Service are determined using actual Hours of Service.
    - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):
      - (A) Monthly
      - (B) Weekly

- (C) Daily
- (D) Semi-monthly
- (E) Hours worked
- (F) Regular time hours
- (2) \_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month
- (iii) payroll period
- (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- (i) Only the employment condition will be based on the period selected in subsection (1) above.
- (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- (iii) Describe any special rules: \_\_\_\_\_
- [Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]*
- (e) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- (i) dies.
- (ii) has a Severance from Employment due to becoming Disabled.
- (iii) becomes Disabled.
- (iv) has a Severance from Employment after attaining Normal Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (v) has a Severance from Employment after attaining Early Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
- (i) an employment condition designated under this AA §6-7.
- (ii) a minimum service condition designated under this AA §6-7.
- (iii) a Discretionary Employer Contribution.
- (iv) a Fixed Employer Contribution.

- (f) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
  - (1) All Employees.
  - (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (g) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (h) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

**SECTION 6A  
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Eligible Employees permitted to make Salary Deferrals under the Plan?

- Yes
- No [If “No” is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the BPD).

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

- (1) \_\_\_\_% of Plan Compensation
- (2) \$\_\_\_\_.

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

Any limit described in subsection (1) or subsection (2) above applies with respect to the following period:

- (3) Plan Year.
  - (4) the portion of the Plan Year during which the individual is eligible to participate.
  - (5) each separate payroll period during which the individual is eligible to participate.
- (b) **Limits on deferrals on bonus payments.** [*Note: This subsection (b) may only be selected if bonus payments are not excluded under AA §5-3.*]
- (1) The same limits specified above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the BPD) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement. (See Section 3.03(a) of the BPD.)
  - (2) A Participant may defer up to \_\_\_\_% (*not to exceed 100%*) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement. (See Section 3.03(a) of the BPD.)
  - (3) Describe special rules applicable to deferrals on bonus payments: \_\_\_\_\_
- (c) Describe any other Plan limitations on Salary Deferrals: \_\_\_\_\_

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) \_\_\_\_% of Plan Compensation for a payroll period.
- (b) \$\_\_\_\_ for a payroll period.
- (c) Describe: \_\_\_\_\_

[*Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3. If AA §2-3(d) is checked, and the Plan is intended to be a FICA Replacement Plan but does not permit*

*Employer Contributions (AA §6-1 is "No") or Matching Contributions (AA §6B-1 is "No"), the minimum deferral rate must be at least 7.5%. See BPD Section 6.04(a)(3).]*

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the BPD) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

(a) **Availability of Roth Deferrals.**

- (1) Roth Deferrals are permitted under the Plan.
- (2) Roth Deferrals are not permitted under the Plan.

*[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.]*

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.09(b) of the BPD for default distribution rules if a Participant fails to designate the appropriate Account(s) for distribution purposes.)

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

(1) **Distributions and withdrawals.**

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

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

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

(c) **In-Plan Roth Conversions.** In-Plan Roth Conversions are not permitted unless Roth Deferrals are permitted in subsection (a) above, and then are permitted only if elections in this subsection (c) are completed.

- (1) **Effective date.** Effective \_\_\_\_\_, a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

(2) **In-Service Distribution.**

- (i) For a Participant to convert such Participant's eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

*[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution types to Roth Deferrals through an In-Plan Roth Conversion.]*

- (ii) For a Participant to convert such Participant’s eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

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

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

- (i) Pre-tax Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Employee Contributions
- (v) Rollover Contributions
- (vi) Mandatory Contributions
- (vii) Describe: \_\_\_\_\_

*[Note: Any contribution types described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]*

- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- (i) Roth conversions may only be made from contribution types that are fully vested (i.e., 100% vested).

*[Note: If an In-Plan Roth Conversion is permitted from partially-vested types, special rules apply for determining the vested percentage of such amounts after conversion. See the rules under Section 7.08 of the BPD.]*

- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$ \_\_\_\_.
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

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

- (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.
- (v) The ability to make In-Plan Roth Conversions is limited to the following events: \_\_\_\_\_
- (vi) Describe: \_\_\_\_\_

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

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

- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.08 of the BPD.

*[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.08 of the BPD.]*

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[*Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.*]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.
- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.
  - (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.
  - (iii) Describe distribution options: \_\_\_\_\_
- (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS.** \_\_\_\_\_

[*Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.*]

6A-6 **AUTOMATIC INCREASE FOR PARTICIPANTS WITH AFFIRMATIVE SALARY DEFERRAL ELECTION.** A Participant's affirmative Salary Deferral election will not automatically increase or expire. To override this default, select the appropriate elections below.

If elected, a Participant's affirmative Salary Deferral election will expire annually, unless otherwise indicated below. Prior to expiration, the Plan must provide Participants with a timely notice that their affirmative Salary Deferral elections will expire and how the automatic increase provision will apply. Prior to the expiration of an affirmative Salary Deferral election, the Participant can complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage. If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant's current Salary Deferral election will continue and will be subject to the automatic increase below.

- (a) If elected under this subsection (a), a Participant's affirmative Salary Deferral election (a) will increase each Plan Year as follows: (See Section 3.03(c) of the BPD.)
- (1) \_\_%, up to a maximum of \_\_%.
- A Participant's affirmative Salary Deferral election will expire and the automatic increase will occur:
- (2) Annually, on \_\_\_\_\_ [*indicate date*]
  - (3) Describe: \_\_\_\_\_ [*indicate date/frequency, other than annual*]
- (b) Automatic increase and expiration provisions will apply to:
- (1) All Participants with an affirmative Salary Deferral election.
  - (2) Only Participants with an affirmative Salary Deferral election that is less than or equal to \_\_%
  - (3) Only Participants with an affirmative Salary Deferral election that is at least \_\_%
  - (4) Describe: \_\_\_\_\_ [*must not discriminate in favor of Highly Compensated Employees*]
- (c) The automatic increase will be allocated under the Plan's administrative procedures unless otherwise indicated below:
- Describe: \_\_\_\_\_ [*indicate manner in which the automatic increase will be allocated to the Participant's account.*]
- (d) **Application of automatic increase.** Unless designated otherwise under this subsection (d), if an automatic increase is selected under this AA §6A-6, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(i)(C) of the BPD.)
- (1) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the first Plan Year following the date salary deferrals begin.

- (2) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) within the \_\_\_ Plan Year following the Plan Year in which the salary deferral election first becomes effective with respect to a Participant.
  - (3) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (a) takes effect as of the appropriate date (as designated under subsection (4) below) which is at least 6 months (or 180 days) after the Participant first has salary deferrals withheld.
  - (4) **Effective date.** The automatic increase described under subsection (a) is generally effective as of the first day of the Plan Year. If this subsection (4) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
    - (i) The anniversary of the Participant's date of hire.
    - (ii) The anniversary of the Participant's first salary deferral contribution.
    - (iii) The first day of each calendar year.
    - (iv) The anniversary of the Participant's Entry Date.
    - (v) Other date: \_\_\_\_\_

*[Note: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.]*
  - (e) **Expiration of affirmative deferral elections.** A Participant's affirmative deferral election will expire:
    - (1) at the end of each Plan Year.
    - (2) Describe date that the affirmative election will expire: \_\_\_\_\_

*[Note: The date must be definite and must be consistent with the elections allowed under this AA §6A-6.]*

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.

    - Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant's current deferral percentage will continue and will NOT be subject to any automatic increase.
  - (f) **Describe special rules** applicable to the automatic increase and expiration of affirmative Salary Deferral election: \_\_\_\_\_
- [Note: Any special rules under this subsection (f) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.]*

**6A-7 CHANGE OR REVOCATION OF DEFERRAL ELECTION.**

- (a) **Change or revocation of deferral election.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired Participants.** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.
  - Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

*[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]*

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

(a) **Type of Automatic Contribution Arrangement.**

- (1) **Eligible Automatic Contribution Arrangement.** Check this subsection (1) if the Employer intends for the Plan to be an Eligible Automatic Contribution Arrangement (EACA), as described in Section 3.03(c)(2). If this subsection (1) is checked, the selections in this AA §6A-8 must be consistent with the requirements of an EACA. As an EACA, the Employer also must complete AA §6A-8(c) relating to permissible withdrawals.
- (2) **Automatic Contribution Arrangement other than an EACA.** Check this subsection (2) if the Employer intends for the Plan to be an Automatic Contribution Arrangement other than an EACA.

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

(1) **Effective date of Automatic Contribution Arrangement or EACA.** The automatic deferral provisions under this AA §6A-8 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- (ii) \_\_\_\_\_ [*insert date no earlier than the Effective Date of this Plan*].
- (iii) As set forth under a prior Plan document. [*Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]
- (iv) If the Employer is amending the provisions applicable to the ACA or EACA, the amended provisions are effective as of \_\_\_\_\_ [*insert date*].

[*Note: In no event may the automatic deferral election apply to amounts that would (but for the automatic deferral election) become currently available after the later of the date on which the Employer adopts the cash or deferred arrangement, or the date on which the arrangement first becomes effective.*]

(2) **Automatic Contribution Arrangement deferral amount and automatic increase.**

(i) **Automatic deferral amount.**

- (A)   2  % of Plan Compensation
- (B) \$ \_\_\_\_\_

(ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

- (A) \_\_\_\_\_% of Plan Compensation
- (B) \$ \_\_\_\_\_

(C) If this subsection (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

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

- (D) \_\_\_\_\_% of Plan Compensation
- (E) \$ \_\_\_\_\_

(iii) **Special application of automatic increase provisions.** The Employer may describe under this subsection (iii) special rules applicable to automatic increase provisions: \_\_\_\_\_

[*Note: Any special application of the automatic increase provisions must be definitely determinable.*]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants (i.e., Participants who enter the Plan after the automatic deferral provisions are effective) and current Participants (i.e., Participants who were eligible to participate in the Plan at the time the automatic deferral provisions are effective) as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Reduction Agreement (including an election not to defer) and who:
    - (A) become Participants on or after the effective date of the automatic deferral provisions.
    - (B) are hired on or after the effective date of the automatic deferral provisions.
  - (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
    - (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement (including an election not to defer under the Plan).
    - (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Reduction Agreement that is less than the automatic deferral amount, or who have not made a Salary Reduction Agreement, will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Reduction Agreement on or after the effective date of the automatic deferral provisions.
    - (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (3)(i) are subject to the automatic deferral provisions. [*Note: See Section 3.03(c)(2)(i) of the BPD for the application of this subsection (C) under an EACA.*]
    - (D) No change for current Participants. Prior automatic deferral provisions will continue to apply.
    - (E) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Reduction Agreement (excluding an election not to defer under the Plan).
    - (F) Describe: \_\_\_\_\_
  - (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant’s affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant’s affirmative deferral election will expire:
    - (A) at the end of each Plan Year.
    - (B) Describe date that the affirmative election will expire: \_\_\_\_\_

[*Note: The date must be definite.*]

The Plan must provide Participants with a timely notice that their affirmative deferral elections will expire and the application of any escalator provision. If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, upon the expiration of an affirmative deferral election, the Participant can always complete a new affirmative election and designate a new deferral percentage.

    - Alternatively, if a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant’s current deferral percentage will continue and will be subject to any automatic increase, as may be applicable.
  - (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
    - Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

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

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

- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) within the \_\_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **At least 6 months after.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iv) below) which is at least 6 months (or 180 days) after the Participant first has automatic deferrals withheld.
- (iv) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iv) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) The anniversary of the Participant's Entry Date.
- (E) Other date: \_\_\_\_\_

- (v) **Special rules:** \_\_\_\_\_

[*Note: Any special rules under this subsection (v) must satisfy the rules applicable to automatic increases under Treas. Reg. §1.401(k)-3, if applicable.*]

- (5) **Treatment of Employees who have had a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee has a Severance from Employment).

- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-8, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (ii) **Administrative procedure.** The treatment of re-hired employees will be governed by separate administrative procedure.
- (iii) **Describe special rules applicable to rehired employees:** \_\_\_\_\_

[*Note: Any special rules under this subsection (iii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]

- (c) **Permissible Withdrawals under an Eligible Automatic Contribution Arrangement (EACA).**

- (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c)(2) of the BPD), the permissible withdrawal provisions under Section 3.03(c)(2) of the BPD apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c)(2) of the BPD, without regard to the in-service distribution provisions selected under AA §10-1. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
- (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (c) are not available.
- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (d) **Other automatic deferral provisions:** The 2% of Plan Compensation automatic deferral percentage specified in AA Section 6A-8(b)(i)(A) above will be applied on a payroll period basis.

*[Note: Any language added under this subsection (d) must be definitely determinable. Under this subsection (d), the Employer may describe the automatic deferral provisions from the elections available in Section 6A and/or a combination thereof.]*

6A-9 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
  - (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
  - (2) \_\_\_\_\_ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of May 1, 2009. *[If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection (b).]*

6A-10 **SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

*[Note: Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii). Under this AA §6A-10, the Employer may only describe special rules which are consistent with the available elections under AA §6A.]*

## SECTION 6B MATCHING CONTRIBUTIONS

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

- Yes.**
- No.** *[Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.]*

6B-2 **MATCHING CONTRIBUTION FORMULA.** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

*[Note: See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6C-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]*

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as:
  - (1) A uniform percentage of Eligible Contributions for each period designated in AA §6B-5 below.
    - To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_\_ % of Plan Compensation for such period.

- (2) A flat dollar amount for each period designated in AA §6B-5 below.
  - (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
    - (A) \_\_\_ % of Plan Compensation for such period.
    - (B) \$\_\_\_ for such period.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
  - (1) \_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
    - To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_% of Plan Compensation for such period.
  - (2) \$\_\_\_ for each period designated in AA §6B-5 below.
    - (i) To receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least:
      - (A) \_\_\_% of Plan Compensation for such period.
      - (B) \$\_\_\_ for such period.
- (c) **Matching Contributions under collective bargaining agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a collective bargaining agreement, employment contract or equivalent arrangement as follows:
  - (1) Describe: \_\_\_\_\_
  - (2) See Addendum.

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

- (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.
  - (1) **Tiers as percentage of Plan Compensation.**

| Eligible Contributions   | Fixed Match | Discretionary Match                 |
|--|-------------|-------------------------------------|
| <input checked="" type="checkbox"/> (i) Up through .99 ___% of Plan Compensation                       | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (ii) Over .99 ___% and up through 1.99 ___% of Plan Compensation   | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (iii) Over 1.99 ___% and up through 2.99 ___% of Plan Compensation | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (iv) Over 2.99 ___% and up through 3.99 ___% of Plan Compensation  | ___%        | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> (v) Over 3.99 ___% and up through ___% of Plan Compensation        | ___%        | <input checked="" type="checkbox"/> |

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. The Employer may add additional tiers.]*

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

| Eligible Contributions                        | Fixed Match | Discretionary Match      |
|---|-------------|--------------------------|
| <input type="checkbox"/> (i) Up through \$___ | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (ii) Over \$___      | ___%        | <input type="checkbox"/> |

*[Note: The Employer may make elections either under the Fixed Match column or the Discretionary Match column, but not both. The Employer may add additional tiers.]*

- (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

| Years of Service  | Fixed Match | Discretionary Match      |
|---|-------------|--------------------------|
| <input type="checkbox"/> (1) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (2) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (3) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (4) From ___ and up through ___                              | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (5) From ___ and above                                       | ___%        | <input type="checkbox"/> |
| <input type="checkbox"/> (6) Describe any limits on the Years of Service match: _____ |             |                          |

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

- (f) **Different Employee groups.** The Employer may make a separate Matching Contribution to the Participants in the following allocation groups. The Employer must designate in writing the amount of the contribution to be allocated to each allocation group. The allocation groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).

- (1) A separate discretionary Matching Contribution may be made to each Participant of the Employer (i.e., each Participant is in such Participant's own allocation group).
- (2) A separate discretionary or fixed Matching Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Eligible Contributions, to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below. The Employer may include limits on the Matching Contribution for the allocation groups.
- The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

**Description of allocation groups**

- Group 1:** \_\_\_\_\_

[*Note: The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]

- (g) **Describe special rules for determining allocation formula:** The Discretionary Match referenced in AA Section 6B-2(d)(1) above means the Discretionary Matching Contribution expressed as a percentage of Plan Compensation.

[*Note: Any special rules must relate solely to determining the allocation formula and must be consistent with the available elections under this AA §6B-2.*]

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”).** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution types are eligible for a Matching Contribution under AA §6B-2:

- (1) Pre-tax Deferrals
- (2) Roth Deferrals
- (3) Age 50 Catch-Up Contributions
- (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[*Note: See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.*]

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): \_\_\_\_\_
- [Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.]*
- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or different entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or different entry dates (or the Employer chooses to use the Plan’s optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.
- The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.
- (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_
- [Note: If contribution types are limited for only certain Matching Contributions, those limitations may be described under this subsection (d). Any special rule under this subsection (d) must be consistent with the available elections under this AA §6B-3.]*

**6B-4 LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. *[See AA §6C-2 for any limits that apply with respect to After-Tax Employee Contributions.]*

- (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:
- (1) \_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_.
- (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- [Note: If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*
- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) \_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_.
- (3) Other limits on Matching Contributions: \_\_\_\_\_ *(not greater than 100% of Plan Compensation.)*
- The limit on Matching Contributions will be based on Plan Year, even if the period for determining Matching Contributions under AA §6B-5 is more frequent.
- (4) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Application of limits.** The limits identified under this AA §6B-4 do **not** apply to the following Matching Contribution formula(s):
- |   |   |
|---|---|
| <input type="checkbox"/> (1) Any limit on the amount of Eligible Contributions does not apply to: | <input type="checkbox"/> (2) Any limit on Matching Contributions does not apply to: |
| <input type="checkbox"/> (i) Discretionary match  | <input type="checkbox"/> (i) Discretionary match                                    |
| <input type="checkbox"/> (ii) Fixed match   | <input type="checkbox"/> (ii) Fixed match   |

- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

- (iii) Tiered match
- (iv) Year of Service match
- (v) Employee group match

(d) **Special limits applicable to Matching Contributions:** See AA Section 6B-2(g)

[*Note: Any description under subsection (d) must be consistent with the available elections under this AA §6B-4.*]

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other period more frequent than Plan Year: \_\_\_\_\_

[*Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.*]

[*Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent such Participant does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the BPD.)*]

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

[*Note: See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.*]

(a) **Application of allocation conditions.** [*Note: Leave (a) blank if allocation conditions will apply to all matching contributions under the Plan.*]

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[*Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.*]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) 1,000 Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(e)):

(A) Monthly

(B) Weekly

- (C) Daily  (D) Semi-monthly
- (E) Hours worked  (F) Regular time hours
- (2) \_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection (d) to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for the application of allocation conditions on the basis of designated periods.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month
- (iii) payroll period
- (iv) Other period more frequent than Plan Year: \_\_\_\_\_
- [*Note: Any description under subsection (iv) must be for a period less than a Plan Year.*]
- (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- (i) Only the employment condition will be based on the period selected in subsection (1) above.
- (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- (iii) Describe any special rules: \_\_\_\_\_
- [*Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.*]
- (e) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the BPD). The Equivalency Method will apply to:
- (1) All Employees.
- (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (f) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (g) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
- (i) dies.
- (ii) has a Severance from Employment due to becoming Disabled.
- (iii) becomes Disabled.
- (iv) has a Severance from Employment after attaining Normal Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (v) has a Severance from Employment after attaining Early Retirement Age.
- If this box is checked, this waiver of allocation conditions applies only once during the Participant’s employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
- (vi) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) will apply even if an Employee has not had a Severance from Employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
  - (i) an employment condition designated under this AA §6B-7.
  - (ii) a minimum service condition designated under this AA §6B-7.
  - (iii) the following Matching Contributions:
    - (A) Discretionary match
    - (B) Fixed match
    - (C) Tiered match
    - (D) Year of Service match
    - (E) Employee group match
- (h) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_  
*[Note: Any special rule must relate solely to the allocation conditions and must be consistent with the available elections under AA §6B-7.]*

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: \_\_\_\_\_  
*[Note: Any special rules must relate solely to Matching Contributions and must be consistent with the available elections under AA §6B.]*

**SECTION 6C**  
**AFTER-TAX EMPLOYEE CONTRIBUTIONS AND MANDATORY CONTRIBUTIONS**

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

- (a) Participants may make After-Tax Employee Contributions to the Plan.
- (b) Participants must make Mandatory Contributions to the Plan.

6C-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6C-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the BPD), except as limited under this AA §6C-2.

- (a) **Eligibility for After-Tax Employee Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: \_\_\_\_\_

*[Note: Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.]*

- (b) **Limits on After-Tax Employee Contributions.** If this subsection (b) is checked, the following limits apply to After-Tax Employee Contributions:

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

- (i) \_\_\_\_% of Plan Compensation
- (ii) \$\_\_\_\_

for the following period:

- (iii) the entire Plan Year.
- (iv) the portion of the Plan Year during which the Employee is eligible to participate.
- (v) each separate payroll period during which the Employee is eligible to participate.

- (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
  - (i) \_\_\_\_% of Plan Compensation.
  - (ii) \$\_\_\_\_\_.
- (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection (c), After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
  - (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
    - (i) All Matching Contributions elected under AA §6B.
    - (ii) All Matching Contributions elected under AA §6B-2, except for the following Matching Contributions: \_\_\_\_\_
  - (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
    - (i) \_\_\_\_% of Plan Compensation.
    - (ii) \$\_\_\_\_\_.
    - (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant’s Entry Date under the Plan, a Participant’s election to change or resume an After-Tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an After-Tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an After-Tax election (on a prospective basis) at any time.
- (e) **Describe special rules applicable to After-Tax Employee Contributions:** \_\_\_\_\_  
*[Note: Any special rules must satisfy the requirements of Code §403(b).]*

6C-3 **MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.59 of the BPD) to the Plan equal to the amount specified under this AA §6C-3. Any amounts contributed pursuant to this AA §6C-3 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

- (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:
  - (1) \_\_\_\_ % of Plan Compensation.
  - (2) \$\_\_\_\_\_ per pay period.
  - (3) Any amount from \_\_\_\_ % to \_\_\_\_ % of Plan Compensation, as designated by the Participant.
  - (4) The amount designated under an applicable collective bargaining agreement, employment contract or other arrangement with the Employee.
  - (5) Describe amount: \_\_\_\_\_  
*[Note: Amount may not exceed 100% of Plan Compensation.]*
- (b) Special rules applicable to Mandatory Contribution: \_\_\_\_\_  
*[Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.]*

**SECTION 7  
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age \_\_\_\_ (not to exceed 65).
- (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of the Employee’s:
  - (1) Participation commencement date.
  - (2) Employment date.

- (c) Describe Normal Retirement Age: The later of the attainment of age 65 or the completion of six (6) years of Vesting Service.

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if such Participant is still employed after attainment of each of the following:
- (1) Attainment of age \_\_\_\_.
  - (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
  - (3) The completion of \_\_\_\_ Years of Service, determined as follows:
    - (i) Same as for eligibility.
    - (ii) Same as for vesting.
- (b) Describe Early Retirement Age: \_\_\_\_\_

**SECTION 8  
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

- Yes  
 No [*If "No" is checked, skip to Section 9.*]

*[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals and/or After-Tax Employee Contributions.]*

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the BPD for a description of the various vesting schedules under this AA §8-2.) If the Plan is intended to be a FICA Replacement Plan (as elected in AA §2-3(d)) and Part-Time, Seasonal or Temporary Employees are not excluded from participation under the Plan, any vesting schedule selected must satisfy the rules under Section 6.04(b)(1) of the BPD.

- (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

**ER      Match**

- (1) Full and immediate vesting
- (2) 3-year cliff vesting schedule
- (3) 5-year graded vesting schedule
- (4) 6-year graded vesting schedule
- (5) Modified vesting schedule

\_\_\_\_% immediately on Plan participation

\_\_\_\_% after 1 Year of Service

\_\_\_\_% after 2 Years of Service

\_\_\_\_% after 3 Years of Service

\_\_\_\_% after 4 Years of Service

\_\_\_\_% after 5 Years of Service

\_\_\_\_% after 6 Years of Service

\_\_\_\_% after 7 Years of Service

**ER Match**

\_\_\_\_% after 8 Years of Service

\_\_\_\_% after 9 Years of Service

\_\_\_\_% after 10 Years of Service

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

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

[*Note: As a Governmental Plan, the Plan is not subject to the requirements of Code §411 and may modify the vesting schedule, provided the Plan satisfies the requirements of Code §§401(a)(4) and (7) as in effect before the enactment of ERISA. For this purpose, the modified vesting schedule must be at least as favorable as one of the following safe harbor vesting schedules:*

- (1) **15-year cliff vesting schedule.** The Participant is fully vested after 15 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (2) **20-year graded vesting schedule.** The Participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service.
- (3) **20-year cliff vesting for qualified public safety employees.** Participant is fully vested after 20 years of creditable service. Service can be based on years of employment, years of participation or other creditable years of service. The safe harbor schedule is available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Code §72(t)(10(B))).

*If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]*

(b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

[*Note: Any special provision must satisfy the pre-ERISA Code vesting requirement.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's \_\_\_\_ (not to exceed 18th) birthday is excluded.
- (c) Describe special rules for vesting service: \_\_\_\_\_

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- (a) dies.
- (b) has a Severance from Employment due to becoming Disabled.
- (c) becomes Disabled.
- (d) reaches Early Retirement Age.
- (e) Not applicable. No increase in vesting applies.

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

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.52 of the BPD for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

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

| ER                       | Match                    |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Vesting Computation Period.</b> Instead of the Plan Year: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods.</li> <li><input type="checkbox"/> (2) Describe: _____</li> </ul> <p>[<i>Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.</i>]</p>   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period provided in Section 7.04 of the BPD.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for vesting will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> <li><input type="checkbox"/> (7) <b>Hours worked.</b> 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (8) <b>Regular time hours.</b> 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service.</li> <li><input type="checkbox"/> (9) <b>Describe:</b> _____</li> </ul> <p>[<i>Note: Any description under (9) must be definitely determinable with respect to Hours of Service.</i>]</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the BPD.) <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment.</li> </ul>   |

- | ER                       | Match                    |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 7.07(b) of the BPD) applies to temporarily disregard an Employee’s service earned prior to a one-year Break in Service.<br><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not had a Severance from Employment. |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) <b>Special rules:</b> _____   |

8-6 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion, within the permissible parameters below, how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

- | ER                                  | Match                               |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-6.]       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (c) Used to reduce Employer Contributions and/or Matching Contributions.                      |

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

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (e) within 12 months following the Plan Year in which the forfeiture occurs.     |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (f) for the Plan Year in which the forfeiture occurs or the following 12 months. |

Forfeitures used for Plan expenses:

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/>            | (g) Forfeitures will be used to pay Plan expenses prior to applying forfeitures under subsection (b) or (c).                        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | (h) Forfeitures will be used to pay Plan expenses if any forfeitures remain after applying forfeitures under subsection (b) or (c). |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (i) Forfeitures will <b>not</b> be used to pay Plan expenses.   |

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Describe: _____<br>[Note: Any language added under this subsection (m) must relate solely to the treatment of forfeitures.] |
|--------------------------|--------------------------|---|

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

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant’s vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- The Cash-Out Distribution forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the BPD) is treated as having an immediate forfeiture of such Participant’s nonvested Account Balance.

To modify the forfeiture timing rules, complete this AA §8-7(b).

- (1) A forfeiture will occur upon the completion of \_\_\_ consecutive Breaks in Service (as defined in Section 7.09(a)(1)(iv) of the BPD).
- (2) A forfeiture will occur immediately upon Severance from Employment.
- (c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-7(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.
  - If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 7.09(a)(2) do not apply.

8-8 **SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT.** Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check the box below.

- The Plan will forfeit benefits (including vested benefits) upon the death of a Participant. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

**SECTION 9**  
**DISTRIBUTION PROVISIONS – SEVERANCE FROM EMPLOYMENT**

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

**Lump sum distribution.** A Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum upon Severance from Employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon Severance from Employment.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.
  - Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$\_\_\_\_\_
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.01 of the BPD.
- (d) **Installment distributions for RMD purposes only.**
- (e) **Partial lump sum for RMD purposes only.**
- (f) **Describe distribution options:** \_\_\_\_\_

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

9-2 **SPOUSAL CONSENT.** Except as provided by State law, spousal consent is not required for a Participant to receive a distribution, to name or change an alternate Beneficiary, or to obtain a Participant loan, unless designated otherwise under this AA §9-2. See Section 9.02 of the BPD for rules regarding spousal consent under the Plan.

Choose all that apply:

- (a) **Distribution consent.**
  - (1) A Participant's Spouse must consent to any distribution to which a Participant must consent, as elected under AA §9-6(a).
  - (2) A Participant's Spouse must consent to a distribution if the Participant's vested Account Balance exceeds:
    - (i) \$1,000

- (ii) \$5,000
- (iii) \$\_\_\_\_\_ (may insert any dollar amount)
- (b) **Consent to Alternate Beneficiary/Alternate Beneficiary Changes.** A Participant's Spouse must consent to naming someone other than the Spouse as Beneficiary (or to change an alternate Beneficiary to which a spouse has previously consented) under the Plan.
- (c) **Consent to Participant Loans.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to Participant loans. If Participant's Spouse must consent to a Participant loan, please complete this election, below:
  - Spousal consent is required for Participant loans.
- (d) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.
- (e) **Describe** any special rules affecting spousal consent: \_\_\_\_\_  
*[Note: Any special rules under subsection (e) must be definitely determinable. The availability of distributions is subject to the terms of the Investment Arrangement, as well as any applicable spousal consent requirements.]*

9-3 **TIMING OF DISTRIBUTIONS UPON SEVERANCE FROM EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance exceeding \$5,000 (the default Involuntary Cash-Out Distribution threshold) may receive a distribution of such Participant's vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
  - (1) the date the Participant has a Severance from Employment.
  - (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
  - (3) the first Valuation Date following the Participant's Severance from Employment.
  - (4) the completion of \_\_\_\_ Breaks in Service.
  - (5) the end of the calendar quarter following the date the Participant has a Severance from Employment.
  - (6) attainment of Normal Retirement Age, death or becoming Disabled.
  - (7) Describe: \_\_\_\_\_*[Note: Employer may elect an amount other than \$5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a).]*
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who has a Severance from Employment with a vested Account Balance that does not exceed \$5,000 (the default Cash-Out Distribution threshold) may receive a **lump sum** distribution of such Participant's vested Account Balance within a reasonable period following:
  - (1) the date the Participant has a Severance from Employment.
  - (2) the last day of the Plan Year during which the Participant has a Severance from Employment.
  - (3) the first Valuation Date following the Participant's Severance from Employment.
  - (4) the end of the calendar quarter following the date the Participant has a Severance from Employment.
  - (5) Describe: \_\_\_\_\_*[Note: Employer may elect an amount other than \$5,000 for the Involuntary Cash-Out Distribution threshold under AA §9-6(a).]*

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who has a Severance from Employment on account of becoming Disabled may receive a distribution of such Participant's vested Account Balance in the same manner as a regular distribution upon Severance from Employment.

- (a) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant has a Severance from Employment on account of becoming Disabled.
- (b) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant has a Severance from Employment on account of becoming Disabled.

(c) Describe: \_\_\_\_\_

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

9-5 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Under Section 8.07(c) of the BPD and subject to the terms of the Investment Arrangement, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- If this subsection (a) is checked, the default beneficiaries under Section 8.07(c) of the BPD are modified as follows:
- (1) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's estate.
- (3) The Plan adopts the default beneficiary rules under Section 8.07(c)(3) of the BPD, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents, per capita; and (3) if there are no surviving parents, to the Participant's estate.
- (4) Describe other modifications to the default beneficiaries under Section 8.07(c)(3) of the BPD: In lieu of the provisions of Section 8.07(e)(3) of the Plan, subject to the terms governing the applicable Investment Arrangement and to the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's surviving parents, in equal shares. In the event the Participant has no surviving Parents, distribution will be made to the Participant's estate.
- [*Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit, subject to any applicable State law.*]
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b) or as otherwise provided in a QDRO.
- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the death distribution provisions of the Plan.
- (c) **Divorce of Spouse.** Unless otherwise provided by State law or the terms of the Investment Arrangement or unless elected otherwise under this subsection (c), if a Participant designates such Participant's Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.07(c)(6) of the BPD.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[*Note: Section 8.07(c)(6) of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.07(c)(6) of the BPD.*]

9-6 SPECIAL RULES.

- (a) **Availability of Involuntary Cash-Out Distributions.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 (or other amount as elected in this Adoption Agreement) or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under Section 8.05 of the BPD.

Alternatively, an Involuntary Cash-Out Distribution will be made to the following Participants who have had a Severance from Employment:

- (1) **No consent required for distributions.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution, regardless of value of such Participant's vested Account Balance. No Participant consent is required.
- (2) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(b) of the BPD for special rules upon Plan termination.)
- (3) **Different Involuntary Cash-Out Distribution threshold.** A Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to:
- (i) \$1,000
- (ii) \$\_\_\_\_ (*may insert any dollar amount*)
- (4) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (4), Rollover Contributions will be included in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold. To exclude Rollover Contributions for purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out Distribution threshold, check below.
- In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, Rollover Contributions will be excluded.

- (b) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.05 of the BPD do not apply to any Involuntary Cash-Out Distribution equal to or less than \$1,000 (to the extent available under the Plan) and do not apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

To override this default provision, check this subsection (1) or (2). The Employer may also elect (3), if applicable.

- (1) The Automatic Rollover provisions under Section 8.05 of the BPD apply to all Involuntary Cash-Out Distributions (including those equal to or less than \$1,000).
- (2) The Automatic Rollover provisions under Section 8.05 of the BPD do not apply to Involuntary Cash-Out Distributions equal to or less than \$\_\_\_\_ (must be between \$0 and \$1,000).
- (3) The Automatic Rollover provisions under Section 8.05 of the BPD apply to Participants who have attained the later of age 62 or Normal Retirement Age under the Plan.

[*Note: Rollover Contributions may not be disregarded for purposes of Automatic Rollover rules. For purposes of applying the Automatic Rollover provisions, including the \$1,000 threshold, a Participant's Roth Deferral Account and the Participant's other Accounts are treated as held under separate plans.*]

- (c) **Distribution upon attainment of stated age.** The Participant consent requirements under Section 8.03 of the BPD apply for distributions occurring prior to attainment of the Participant's required beginning date as defined in Code §401(a)(9).

To allow for involuntary distribution upon attainment of Normal Retirement Age (or age 62, if later), check below.

- Subject to the spousal consent requirements under Section 9.02 of the BPD, a distribution from the Plan may be made to a Participant *who has a Severance from Employment* without the Participant's consent, regardless of the value of such Participant's vested Account Balance, upon attainment of Normal Retirement Age (or age 62, if later).

- (d) **In-kind distributions.** Section 8.09(c) of the BPD allows the Plan Administrator to authorize an in-kind distribution of property to the extent the Plan holds such property.

To modify this default rule, check below.

- A Participant may not receive an in-kind distribution in the form of property, even if the Plan holds such property on behalf of any Participant.

- (e) **Modification of Severance from Employment definition.** The Employer modifies the definition of Severance from Employment, as defined in Section 1.92 of the BPD, as follows:

- (1) Severance from Employment does not occur if an Employee continues to be employed by any Related Employer, regardless of whether the Related Employer is an Eligible Employer or the Employee is employed in a capacity that is not employment with an Eligible Employer.

- (2) Describe modification of the definition of Severance from Employment: \_\_\_\_\_

[*Note: Any modification of the definition of Severance from Employment may be no more expansive than allowed under Treas. Reg. §1.403(b)-2(b)(19).*]

**SECTION 10  
IN-SERVICE DISTRIBUTIONS**

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of such Participant’s vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution type under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (a) No in-service distributions are permitted.   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (b) Attainment of age 59½.   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (c) Attainment of age _____. [ <i>If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.</i> ]   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | (d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD). [ <i>Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.</i> ]<br><br>Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><input type="checkbox"/> Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer. |

| Deferral                 | Match                    | ER                       |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD. <i>[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i><br><br>(1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.<br><br><input type="checkbox"/> (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) Upon a Participant becoming Disabled. <i>[The definition of disability may be different depending on the contribution type, as elected in AA§2-8.]</i>   |
| <input type="checkbox"/> | N/A                      | N/A                      | (i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.   |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (j) Completion of ____ Years of Service or ____months of service. <i>[Not applicable with respect to amounts held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Upon a deemed Severance from Employment as described in Section 8.02(b)(4) of the BPD when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Upon attainment of age ____ and ____ years of participation. <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.]</i>   |
| N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | (n) The amounts being withdrawn have been held in the Plan for at least two years. <i>[Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (o) Describe: _____  |

**[Note:** Unless designated otherwise under subsection (o), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant’s Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59½. Distributions from a Participant’s Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment,

dies, becomes Disabled or attains age 59½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (o). Any event described in subsection (o) may not violate the permissible distribution events under the Plan.]

10-2 **APPLICATION TO OTHER CONTRIBUTION TYPES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from such Participant’s Rollover Account and After-Tax Employee Contribution Account at any time.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions and/or After-Tax Employee Contributions:

| Rollover                 | After-Tax                |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) No in-service distributions are permitted.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Attainment of age 59½.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Attainment of age ____.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) A Hardship (that satisfies the safe harbor rules under Section 8.08(e)(1) of the BPD).<br><br>Unless elected otherwise below, a Participant is not required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to first obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) A non-safe harbor Hardship described in Section 8.08(e)(2) of the BPD.<br><br>(1) Unless elected otherwise below, a Participant is not required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer as a condition for receiving a Hardship distribution.<br><br><input type="checkbox"/> Participants are required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.<br><br><input type="checkbox"/> (2) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.08(e)(2) of the BPD, the following modifications are made to the permissible events listed under Section 8.08(e)(1) of the BPD:<br><br>_____ |
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Attainment of Normal Retirement Age.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Attainment of Early Retirement Age.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Upon a Participant becoming Disabled.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) As a Qualified Reservist Distribution as defined under Section 8.08(d) of the BPD.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Completion of ____ Years of Service or ____ months of service.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (k) A Qualified Birth or Adoption Distribution (QBAD). (See AA §10-3 for detailed elections relating to QBADs.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | (l) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.06 of the BPD.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (m) Upon attainment of age ____ and ____ years of participation. [If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for all amounts held in a Custodial Account.]   |
| N/A                      | <input type="checkbox"/> | (n) The amounts being withdrawn have been held in the Plan for at least two years. [Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]   |

**Rollover**                      **After-Tax**

- (o) Describe: \_\_\_\_\_

[*Note: Any event described in subsection (o) may not violate the permissible distribution events under the Plan.*]

10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken. [*Select (1) or (2) below, if applicable. If (1) or (2) is not elected, the 100% vested requirement applies to all in-service distributions.*]
    - (1) The 100% vested requirement only applies to Hardship distributions. [*If not elected, the 100% vested requirement applies to all in-service distributions.*]
    - (2) The 100% vested requirement applies to all in-service distributions other than Hardship distributions.
  - (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
  - (c) A Participant may not take an in-service distribution of less than \$500 \_\_\_\_.
  - (d) A Participant may not take an in-service distribution of more than \$ \_\_\_\_.
  - (e) Unless elected otherwise under this subsection (e), the Hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.08(e)(6) of the BPD. If this subsection (e) is checked, the Hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
  - (f) A Participant may not take an in-service distribution from a Roth Deferral Account.
  - (g) The following are not available to Participants who have had a Severance from Employment:
    - (1) Qualified Birth or Adoption Distributions (QBADs).
    - (2) Hardship distributions.
  - (h) Other distribution rules: \_\_\_\_\_
- [*Note: This subsection (h) may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).*]

**SECTION 11  
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates (optional).** In addition, for each contribution type selected below the Account will be valued on the following dates:
 

| Deferral                            | Match                               | ER                                  |  |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (1) <b>Daily.</b> (i.e., the end of each business day during which the New York Stock Exchange is open.)   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (2) <b>Monthly.</b> (i.e., the end of each month of the Plan Year.)  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | (3) <b>Quarterly.</b> (i.e., the end of each Plan Year quarter.)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | (4) <b>Describe:</b> <u>The Plan's Investment Arrangements currently consists of individual Annuity Contracts or individual Custodial Accounts. Each Participant's Annuity Contract or Custodial Account is credited and charged with earnings it generates and each Participant's Annuity Contract or Custodial Account will be valued at least annually.</u> |

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

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: \_\_\_\_\_

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the BPD apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the BPD.

(a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.

*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*

(b) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection (b) must be consistent with the requirements of Code §415.]*

11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the BPD apply.

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

Instead of applying the default rules under Section 5.03(e) of the BPD, the Employer will limit Annual Additions in the following manner: \_\_\_\_\_

11-4 **DELEGATION OF ADMINISTRATIVE FUNCTIONS.** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.

11-5 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the BPD). Unless otherwise elected below, all Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to waive participation under the Plan, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the BPD apply.

The following special rules apply with respect to Multiple Employer Plans: \_\_\_\_\_

*[Note: Any special rules must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]*

11-7 **CLAIMS PROCEDURES.** The Plan Administrator shall establish and maintain reasonable claims procedures as described in Section 11.08 of the BPD. Special rules may be described below.

The following special rules apply with respect to claims procedures under Section 11.08 of the BPD: \_\_\_\_\_

11-8 **SPECIAL RULES APPLICABLE TO PLAN MERGERS AND SPINOFFS.**

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

11-9 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers both into and out of the Plan. Contract exchanges and plan-to-plan transfers may only be made to those Investment Arrangements currently accepting contributions under the Plan.

(a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the BPD:

(1) into the Plan.

(2) out of the Plan.

(b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the BPD:

(1) into the Plan.

(2) out of the Plan.

(c) Describe special rules applicable to contract exchanges and plan-to-plan transfers: \_\_\_\_\_

11-10 **SPECIAL MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. (See Section 15.06 of the BPD.)

**Eligibility for Plan benefits.** Check this box if the Plan will treat an individual who dies or becomes disabled in qualified military service as reemployed for purposes of determining entitlement to benefits under the Plan.

11-11 **PROTECTED BENEFITS.** There are no protected benefits (as defined in Code §411(d)(6)) other than those described in the Plan.

To designate protected benefits other than those described in the Plan, complete this AA §11-11.

(a) **Additional protected benefits.** In addition to the protected benefits described in this Plan, certain other protected benefits are protected from a prior plan document, as described below: \_\_\_\_\_

(b) **Elimination of distribution options.** Effective \_\_\_\_, the distribution options described in subsection (1) below are eliminated.

(1) **Describe eliminated distribution options:** \_\_\_\_\_

(2) **Application to existing Account Balances.** The elimination of the distribution options described in subsection (1) applies to:

(i) All benefits under the Plan, including existing Account Balances.

(ii) Only benefits accrued after the effective date of the elimination (as described above).

**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

[*Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.*]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:  
\_\_\_\_\_
- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:  
\_\_\_\_\_
- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:  
\_\_\_\_\_
- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:  
\_\_\_\_\_
- A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:  
\_\_\_\_\_
- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:  
\_\_\_\_\_
- A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:  
As soon as administratively practicable after the execution date of this Adoption Agreement (i.e., March 2, 2026).
- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:  
\_\_\_\_\_
- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:  
\_\_\_\_\_
- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:  
\_\_\_\_\_
- A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:  
\_\_\_\_\_
- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:  
\_\_\_\_\_
- A-13 **Special effective date provisions for merged plans.** If any 403(b) or other plans have been merged into this Plan, the provisions of Section 14.03 of the BPD apply as follows:  
\_\_\_\_\_
- A-14 **Other special effective dates:**  
\_\_\_\_\_
- A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the Plan and the actual Plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary: \_\_\_\_\_

**APPENDIX B**  
**LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter. Irrespective of the elections made under this Appendix B, the Employer may permit under separate administrative procedures Participant loans consistent with any federally-declared disaster relief legislation or guidance.

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

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.** [*Note: Loan procedures and requirements are subject to the terms of any governing Investment Arrangement.*]

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B and subject to the terms of any governing Investment Arrangement.  
 (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Under Section 13.02 of the BPD's default loan policy, subject to the terms of any Investment Arrangement, loans are available to all Participants on a reasonable equivalent basis as determined by the Plan Administrator. To override this default provision, complete this AA §B-3.

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.  
 (b) A "limited participant", as described under Section 4.01 of the BPD, may not request a loan from the Plan.  
 (c) An officer or director of the Employer may **not** request a loan from the Plan.  
 (d) Describe limitations on receiving loans under the Plan: \_\_\_\_\_

B-4 **LOAN LIMITS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy and allow loans on the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan of the Participant's total vested Account Balance up to \$10,000, even if greater than 50% of the Participant's vested Account Balance.  
*[Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.]*

B-5 **NUMBER OF LOANS.** Subject to the terms of any Investment Arrangement, the default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have \_\_\_ loans outstanding at any time, subject to any internal administrative limitations imposed by the Investment Arrangement, the service provider or platform.  
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.  
 (b) The minimum loan amount is \$\_\_\_\_.  
 (c) The maximum loan amount is \$\_\_\_\_ (no greater than \$50,000).  
 (d) The maximum loan amount is \_\_\_\_% (no greater than 50%) of the Participant's vested Account Balance, except as permitted under B-4 of this Appendix B.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

(a) The prime interest rate plus \_\_\_\_ percentage point(s).

(b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.

(c) Describe: \_\_\_\_\_

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

(a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 8.08(e)(1) of the BPD.

(b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_

B-9 **APPLICATION OF LOAN LIMITS.** The default loan policy under Sections 13.03 and 13.06 of the BPD provides that a participant's entire Account will be taken into account in applying the loan limitation and adequate security requirement. To override this provision if Participant loans are not available from all contribution types, complete this AA §B-9.

The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The default loan policy under Section 13.10 of the BPD provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

(a) The cure period for determining when a Participant loan is treated as in default will be \_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

(b) The cure period for determining when a loan is treated as in default will be \_\_\_\_\_ days (cannot exceed 90) following the first missed loan payment.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** The default loan policy under Section 13.07 of the BPD provides that if a Participant loan is for the purchase of a Participant's principal residence, the 5-year repayment period can be extended for a reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans. To override this provision, complete this AA §B-11.

(a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

(b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_\_ years (may not exceed 30), subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

(c) Loans for the purchase of a Participant's principal residence may be payable over any reasonable period commensurate with the repayment period permitted by commercial lenders for similar loans, subject to any internal limitations imposed by the Investment Arrangement(s) or the service provider or platform.

B-12 **SEVERANCE FROM EMPLOYMENT.** The default loan policy under Section 13.11 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.

A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** The default loan policy under Section 13.11(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note provided the Participant has not already had a deemed distribution with respect to the note. To override this default provision, complete this AA §B-13.

A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy under Section 13.11(c) of the BPD provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement, and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-

discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_

B-15 **SOURCE OF LOAN.** The default loan policy under Section 13.09 of the BPD provides that Participant loans may be made from all available contribution types, to the extent vested. To override this provision, complete one of the sections below.

- (a) Participant loans will not be available from the following contribution types: \_\_\_\_\_
- (b) Participant loans will only be available from the following contribution types: \_\_\_\_\_

B-16 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

- The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

*[Note: Any provision under this AA §B-16 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

B-17 **SPOUSAL CONSENT.** The default loan policy under the Plan does not require spousal consent but allows the Employer to elect a provision that requires spousal consent to participant loans. To override this provision as permitted by Section 13.08 of the BPD, complete the applicable election in AA §9-2.

**APPENDIX C  
ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the Favorable IRS Letter. Instead of completing this Appendix C, the Employer may develop separate administrative procedures to address directions of investment, Rollover Contributions and/or QDRO procedures.

C-1 **DIRECTION OF INVESTMENTS.** Under Section 10.10 of the BPD, each Participant, Beneficiary or Alternate Payee (under a QDRO) shall have the exclusive right to direct the investment of all of their entire account. To override this provision, complete this AA § C-1.

(a) Participants, Beneficiaries and Alternate Payees may not direct investments.

(b) Participants, Beneficiaries and Alternate Payees may direct investments subject to the following restrictions:

(1) Only for Accounts that are 100% vested.

(2) Specify Accounts: \_\_\_\_\_

(3) Describe any special rules that apply for purposes of direction of investments: \_\_\_\_\_

*[Note: This subsection (3) may be used to describe special investment provisions for specific types of investments or for specific Accounts, such as the Rollover Contribution Account.]*

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

(a) No

(b) Yes

(1) If this subsection (1) is checked, an Eligible Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the BPD.)

(2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Eligible Employees with an Account Balance under the Plan.

(3) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

*[Note: The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]*

C-3 **QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.07 of the BPD (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.07 of the BPD and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

(a) The Employer elects to have the requirements of Section 11.07 of the BPD apply to its Plan.

(b) The requirements of Section 11.07 of the BPD do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: \_\_\_\_\_

**EMPLOYER SIGNATURE PAGE**

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

- (a) The adoption of a **new plan**, effective \_\_\_\_\_  
[*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans, pursuant to Rev. Proc. 2021-37.
  - (1) Effective date of restatement: January 1, 2026  
[*Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.*]
  - (2) Name of plan(s) being restated: North Brevard County Hospital D/B/A Parrish Medical Center 403(b) Plan
  - (3) The original effective date of the plan(s) being restated: January 1, 1989
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 2 Pre-Approved 403(b) Plans under Rev. Proc. 2021-37). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: \_\_\_\_\_  
[*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
  - (2) Name of plan being amended/restated: \_\_\_\_\_
  - (3) The original effective date of the plan being amended/restated: \_\_\_\_\_
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: \_\_\_\_\_

**PRE-APPROVED PLAN PROVIDER INFORMATION.** The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

**Name of Pre-Approved Plan Provider (or authorized representative):** Gray Robinson, P.A.

**Address:** 301 E. Pine St. Suite 1400, Orlando, FL 32801

**Telephone number:** (407) 843-8880

**IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. Except to the extent provided in Rev. Proc. 2021-37, an Adopting Employer may rely on a currently valid Favorable IRS Letter as evidence that the plan satisfies the Code § 403(b) Requirements if: (1) the Adopting Employer's Plan is identical to this Nonstandardized Code §403(b) Pre-Approved Plan and (2) the adopting Employer has not amended this Nonstandardized Code §403(b) Pre-Approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in §9.03 of Rev. Proc. 2021-37 (relating to Employer amendments that will not affect reliance). The adopting Employer may not rely on the Favorable IRS Letter in certain other circumstances, which are specified in the Favorable IRS Letter issued with respect to the Plan, or in Rev. Proc. 2021-37. In order to obtain reliance in such circumstances or with respect to certain other Code §403(b) requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that such individual has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #12. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

North Brevard County Hospital District d/b/a Parrish Medical Center

(Name of Employer)

George Mikitarian

(Name of authorized representative)

President/CEO

(Title)

March 2, 2026

(Signature)

(Date)

**PARTICIPATING EMPLOYER PAGE**

Check the appropriate selection below and complete this page if a Participating Employer (other than the Employer that signs the Signature Page above) will participate as a Participating Employer.

- (a) **Participating Employer is a Related Employer.**
- (b) **Participating Employer is an unrelated Employer participating under a Multiple Employer Plan.**

**PARTICIPATING EMPLOYER INFORMATION.**

Name: North Brevard Medical Support, Inc.

Address: 951 North Washington Ave

City, State, Zip Code: Titusville, FL 32796

**FORM OF BUSINESS/TYPE OF PARTICIPATING EMPLOYER.**

- (a) Public School (as defined in Section 1.78 of the BPD)
- (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.28 of the BPD)

**EMPLOYER IDENTIFICATION NUMBER (EIN).** 59-3074052

**EFFECTIVE DATE.** The Effective Date should be completed to document whether this Plan is a new plan or restatement of a prior plan with respect to the Participating Employer. (Additional special Effective Dates may apply under **Modifications to Adoption Agreement** below.)

- (a) **New plan.** The Participating Employer is adopting this Plan as a new Plan effective \_\_\_\_\_ [*Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.*]
- (b) **Restated or amended plan.** The Participating Employer is adopting this Plan as a restatement or amendment of a prior plan.

(1) Name of plan(s) being restated or amended: North Brevard County District d/b/a Parrish Medical Center 403(b) Plan

(2) This restatement/amendment is effective: January 1, 2026

[*Note: Generally, the date can be no earlier than the first day of the Plan Year in which the restatement/amendment is adopted.*]

(3) The original effective date of the plan(s) being restated or amended is: January 1, 1989

- (c) **Cessation of participation.** The Participating Employer is ceasing its participation in the Plan effective as of: \_\_\_\_\_

**ALLOCATION OF CONTRIBUTIONS.** Any contributions made under this Plan (and any forfeitures relating to such contributions) will be allocated to all Participants of the Employer (including the Participating Employer identified on this Participating Employer Adoption Page).

To override this default provision, check below.

- Check this box if contributions made by the Participating Employer signing this Participating Employer Adoption Page (and any forfeitures relating to such contributions) will be allocated only to Participants actually employed by the Participating Employer making the contribution. If this box is checked, Employees of the Participating Employer signing this Participating Employer Adoption Page will not share in an allocation of contributions (or forfeitures relating to such contributions) made by the Employer or any other Participating Employer.

[*Note: See Section 16.04 of the BPD if the Participating Employer using this section adopts modifications to the elections of the Employer executing the signature page of this Adoption Agreement. This election is required for MEPs.*]

[*Note: Under Section 16.01 of the Plan, any deviation(s) from the elections made in the Adoption Agreement require the consent of the Employer that is executing the signature page of this Adoption Agreement.*]

**MODIFICATIONS TO ADOPTION AGREEMENT.** The selections in the Adoption Agreement (including any special effective dates identified in Appendix A) will apply to the Participating Employer executing this Participating Employer Adoption Page.

To modify the Adoption Agreement provisions applicable to a Participating Employer, designate the modifications in (a) or (b) below.

- (a) **Special Effective Dates.** Check this subsection (a) if different special effective dates apply with respect to the Participating Employer signing this Participating Employer Adoption Page. Attach a separate Addendum to the Adoption Agreement entitled "Special Effective Dates for Participating Employer" and identify the special effective dates as they apply to the Participating Employer.
- (b) **Modification of Adoption Agreement elections.** Section(s) \_\_\_\_\_ of the Adoption Agreement are being modified for this Participating Employer. The modified provisions are effective \_\_\_\_\_.

[*Note: Attach a description of the modifications to this Participating Employer Adoption Page.*]

**SIGNATURE.** By signing this Participating Employer Adoption Page, the Participating Employer agrees to adopt (or to continue its participation in) the Plan identified on page 1 of this Adoption Agreement. The Participating Employer agrees to be bound by all provisions of the Plan and Adoption Agreement as completed by the signatory Employer, unless specifically provided otherwise on this Participating Employer Adoption Page. The Participating Employer also agrees to be bound by any future amendments (including any amendments to terminate the Plan) as adopted by the signatory Employer. By signing this Participating Employer Adoption Page, the individual below represents that such individual has the authority to sign on behalf of the Participating Employer.

North Brevard Medical Support, Inc.  
*(Name of Participating Employer)*

George Mikitarian  
*(Name of authorized representative)*

President/CEO  
*(Title)*

(Signature)

March 2, 2026  
*(Date)*

**ADDENDUM A**  
**ALLOCATION OF ADMINISTRATIVE FUNCTIONS**

The administrative functions of the Plan Administrator shall be allocated/performed in the manner set forth in the following paragraphs, which also address the makeup, operation and other aspects of the Parrish Medical Center Retirement Planning Committee:

1. **Parrish Medical Center Retirement Planning Committee.** The Board of Directors of the Employer (“Board”) has appointed a committee of four or more persons to be known as the Retirement Planning Committee (“Committee”) to assist with the administration of the Plan.

At least one member of the Committee shall come from each of the following groups: a member of the Board; a member of the management group of the Employer; an Employee of the Employer; and a representative from the Employer’s community. If more than four members are named to the Committee, then additional members shall be named from the following groups in this order: the first additional member shall be a member of the management group of the Employer; the second additional member shall be an Employee of the Employer; the third additional member shall be a representative from the Employer’s community; the fourth additional member shall be a member of the Board. In no event shall there be more than eight members on the Committee.

The members shall hold office for three year terms, except that the terms of the initial members shall be staggered among one, two and three-year terms so that no more than three (3) members' terms will expire in the same year. If there are eight members, an initial group of one community representative, one Board member and one management group member shall be appointed to a three-year term, although the Board member’s term may not exceed his Board term. The next group of one community representative, one Employee, and one management group member shall be appointed to a two-year term; and the remaining two members (consisting of a Board member and an Employee) shall receive one-year terms.

The Board may remove any Committee member at any time upon the delivery of written notice to the Committee member. Any member may resign at any time by notice in writing filed with the Hospital Board and with the Chairman or Secretary of the Committee. In the event a Board member’s term on the Committee exceeds their term as Board member, that Board member’s successor shall replace that Board member on the Committee for the remainder of that term on the Committee. Other vacancies shall be filled promptly by the Board appointing replacement Committee members for the remainder of the term from the same group as the Committee member who resigned or was removed. In the event of removal or resignation, the Committee member shall be under a duty to account for and to transfer any assets or other information relating to this Plan to his successor.

2. **Organization of Committee.** The Committee shall elect a Chairman and a Vice-Chairman from among its members and a Secretary, who need not be a member of the Committee. It may appoint such agents, who need not be members of the Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Committee may deem expedient or appropriate. The compensation, if any, of such agents shall be fixed by the Committee within limits set by the Hospital Board.

The action of the Committee shall be determined by the vote or other affirmative expression of a majority of its members in attendance where a quorum is present. The Chairman or the Vice-Chairman, in his absence, may execute any certificate or other written direction on behalf of the Committee.

The Committee shall hold and conduct meetings in accordance with Florida Statutes Chapter 286. Meetings may be called by the Chairman or any two members. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business.

Members of the Committee shall serve without compensation for services as such, but the Employer shall pay or reimburse the Committee for all expenses reasonably incurred by the Committee, including the compensation of its agents.

3. **Powers of the Committee.** The Committee shall have complete control of the administration of the Plan, subject to the provisions hereof and the approval of the Employer, with all powers necessary to enable it to properly carry out its duties in that respect. Not in limitation, but in amplification of the foregoing, the Committee shall have the power to construe the Plan and to determine all questions that may arise thereunder. In addition, the Committee shall have all of the duties, powers and responsibilities of the Plan Administrator set forth in Section 11 of the Plan (subject to the provisions hereof and the approval of the Employer). The decisions of the Committee upon all matters within the scope of its authority shall be final.

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee of all matters relating to the compensation of all Participants, their length of service, their retirement, death or other cause for termination of employment, and such other pertinent facts as the Committee may require.

The Employer shall notify the Custodian, Insurance Company and third party record keeper (“Necessary Party”) of the members of the Committee and any changes therein to the extent required by the Necessary Party. The Committee shall, thereupon, advise the Necessary Party of such facts and issue to the Necessary Party such instructions as may be required by the Necessary Party in order for them to perform their duties under the Plan.

The Committee and the Employer shall be entitled to rely upon all tables, valuations, certificates and reports made by a Certified Public Accountant selected or approved by the Employer and the Committee, the Employer and its officers shall not be held liable in any respect for action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant or counsel, and all action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

The Committee shall have no power in any way to modify, alter, add to or subtract from any provisions of the Plan.

4. **Records of the Committee.** All acts and determinations of the Committee shall be duly recorded by the Secretary thereof, or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan shall be preserved in the custody of such Secretary. Such records and documents shall at all times be open for inspection and for the purpose of making copies by any persons designated by the Employer.

5. **Exception from Liability of the Committee.** The members of the Committee, and each of them, shall be free from all liability, joint or several, for their acts, omissions and conduct and for the acts, omissions and conduct of their duly constituted agents, in the administration of the Plan, except to the extent that such acts and consequences shall result from their own willful misconduct or gross negligence.

**ADDENDUM B  
VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective January 1, 2026.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

| Name of Vendor | Type of Investment Arrangement (e.g., annuity contract, custodial account, etc.) | Active/Inactive |
|----------------|--|-----------------|
|                |  |                 |

**SECURE 2.0 ACT INTERIM AMENDMENT  
ELECTIVE PROVISIONS**

These Elective Provisions provide for elections related to the SECURE 2.0 Act Interim Amendment. Application of the SECURE 2.0 Act Interim Amendment and the Elective Provisions may depend on the Investment Arrangement(s) associated with the Plan.

**ELECTIVE PROVISIONS RELATING TO EMPLOYER CONTRIBUTIONS**

**S2-1. OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS DESIGNATED ROTH NONELECTIVE CONTRIBUTIONS. (S2IA §3.01)**

- (a) A Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- (b) Effective \_\_ (insert date on or after December 30, 2022), a Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Designated Roth Nonelective Contribution.
- (c) Describe special any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Designated Roth Nonelective Contribution: \_\_\_\_\_

**ELECTIVE PROVISIONS RELATING TO SALARY DEFERRALS**

**S2-2. MANDATORY AUTOMATIC ENROLLMENT. (S2IA §4.01)**

*[Note: The mandatory automatic enrollment requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001). The mandatory automatic enrollment requirements also do not apply to the Pre-Approved 403(b) Plan for 501(c)(3) Organizations and Electing Churches (#08-001) or the Salary Reduction Only 403(b) Plan (#10-001), if such Plan is exempted from the requirements under Code §414A, including a Plan maintained by an Employer that normally employs 10 or fewer Employees, a*

Plan maintained by an Employer that has been in existence for less than 3 years, or a Plan established before December 29, 2022. (See S2IA §4.01(e).)]

- (a) **The Plan is exempt from the mandatory automatic enrollment requirements.** [Note: Designation under this S2-2(a) as to whether and why the Plan is exempt from the automatic enrollment requirements is optional. The exemption may be determined administratively.]

The Plan is exempt from the mandatory automatic enrollment requirements because:

- (1) The Plan was established before December 29, 2022.
- (2) The Plan is maintained by an Employer that normally employs 10 or fewer Employees.
- (3) The Plan is maintained by an Employer that has been in existence for less than 3 years.
- (4) The Plan is a governmental plan (within the meaning of Code §414(d).
- (5) The Plan is a church plan (within the meaning of Code §414(e).

[Note: If the Plan is exempt from the mandatory automatic enrollment requirements, do not complete the elective provisions under (b) – (f) below. Additionally, an Employer is not required to complete the following elective provisions if the elections in the Adoption Agreement already satisfy the mandatory automatic enrollment requirements.]

**The following elections apply for the first Plan Year beginning after December 31, 2024 or, if later, the date the Plan is initially effective, unless the Employer designates a special effective date under subsection (f) below.**

- (b) **Eligible Automatic Contribution Arrangement deferral percentage and automatic increase.**

- (1) **Initial automatic (default) Salary Deferral percentage.** \_\_\_\_% of Plan Compensation (percentage must be between 3% and 10%)
- (2) **Automatic (default) Salary Deferral percentage increase.** For each Plan Year beginning after an Employee's initial period under the arrangement, the percentage of the default Salary Deferral is increased by 1 percentage point until the percentage is \_\_\_\_% of Plan Compensation (must be at least 10%, but may not exceed 15%)
- (3) **Special application of automatic increase provisions.** The Employer may describe under this subsection (3) special rules applicable to automatic increase provisions: \_\_\_\_\_

[Note: Special rules must satisfy all applicable statutory and regulatory requirements.]

- (c) **Application of automatic (default) Salary Deferral provisions.** The automatic (default) Salary Deferral election under subsection (b) will apply to Participants who enter the Plan after the automatic (default) Salary Deferral provisions are effective and to current Participants eligible to participate in the Plan at the time the automatic (default) Salary Deferral provisions are effective as set forth below.

- (1) **Current Participants.** The automatic (default) Salary Deferral provisions apply to all other eligible Participants as follows:
- (i) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into an affirmative Salary Deferral election. **(Under this election, the automatic (default) Salary Deferral provisions do not apply to current Participants who have made an affirmative Salary Deferral election to not defer into the Plan).**
- (ii) Automatic (default) Salary Deferral provisions apply to current Participants who have not entered into a Salary Deferral election and to current Participants who have made an affirmative Salary Deferral election not to defer under the Plan.
- (iii) Automatic (default) Salary Deferral provisions apply to all current Participants who have not entered into a Salary Deferral election that is at least equal to the automatic (default) Salary Deferral amount under subsection (b)(1). Current Participants who have made a Salary Deferral election that is less than the automatic (default) Salary Deferral amount, or who have not made a Salary Deferral election, will automatically be increased to the automatic (default) Salary Deferral amount unless the Participant enters into a new Salary Deferral election on or before the effective date of the automatic (default) Salary Deferral provisions.
- (iv) Describe: \_\_\_\_\_

- (2) **Expiration of affirmative deferral elections.** Unless this subsection (2) is elected, for purposes of the automatic (default) Salary Deferral provisions of the Plan, a Participant's affirmative Salary Deferral election will not expire. If this subsection (2) is elected, a Participant's affirmative Salary Deferral election will expire:

(i) At the end of each Plan Year.

(ii) Describe date that the affirmative Salary Deferral election will expire: \_\_\_\_\_

Expiration applies to the following:

(iii) All affirmative Salary Deferral elections.

(iv) Only to affirmative Salary Deferral elections that are less than the current automatic (default) Salary Deferral rate.

If a Participant fails to complete a new affirmative Salary Deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic (default) Salary Deferral percentage as specified in the Plan pursuant to the automatic (default) Salary Deferral provisions. Each year, the Participant may always complete a new affirmative Salary Deferral election and designate a new Salary Deferral percentage.

- (3) **Treatment of automatic (default) Salary Deferral.** Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (3).

Any Salary Deferrals made pursuant to an automatic (default) Salary Deferral election will be treated as Roth Deferrals.

[*Note: This subsection (3) may only be checked if Roth Deferrals are permitted under the Plan.*]

- (d) **Permissive redetermination of periods without automatic (default) Salary Deferrals.** The uniform automatic (default) Salary Deferral percentages under (b) above are based on the date the Employee's initial period begins. However, if, after the Employee's initial period began, the Employee did not have automatic (default) Salary Deferral made for an entire Plan Year, then an Employee's initial period is redetermined as follows or under separate administrative procedures: (If no elections are made below or under separate administrative procedures, the initial period is not redetermined.)

(1) **Redetermination for Employee who became ineligible.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made solely because the Employee was not eligible to make Salary Deferrals under the Plan for that Plan Year, then the Employee's initial period is redetermined so that it begins on the date the Employee is again eligible to make Salary Deferrals under the Plan.

(2) **Redetermination for Employee who remained eligible and made an affirmative Salary Deferral election.** If, for an entire Plan Year, no automatic (default) Salary Deferral were made to the Plan solely because the Employee made an affirmative Salary Deferral election in a different amount (including an election not to make Salary Deferrals), then the Employee's initial period is redetermined so that it begins:

(i) On the first day of the Plan Year that begins after the first full Plan Year in which the affirmative election was in effect.

(ii) Describe date for which an Employee's initial period is redetermined (may not be earlier than the first day of the Plan Year beginning after the last day of the Plan Year that follows the Plan Year that includes the date the initial period began): \_\_\_\_\_

- (e) **Permissible withdrawals.**

(1) **Time period for electing a permissible withdrawal.** A Participant who had an automatic (default) Salary Deferral made under the Plan must be allowed to withdraw such contributions (and earnings attributable thereto). Unless otherwise elected below, a Participant must request a permissible withdrawal no later than 90 days after the date of the Participant's first automatic (default) Salary Deferral under the EACA.

Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_ [may not be less than 30 nor more than 90] days after the date the Plan Compensation from which automatic (default) Salary Deferral are withheld would otherwise have been included in gross income.

- (2) **Employee with no automatic (default) Salary Deferral for a full Plan Year.** Unless elected otherwise below, an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan (e.g., a Participant who terminated employment) may elect a permissible withdrawal within the applicable time period if automatic (default) Salary Deferral begin at a later time (e.g., the Employee is rehired).
- The ability to take permissible withdrawals does not apply to an Employee who would otherwise be subject to the automatic (default) Salary Deferral requirements but who for an entire Plan Year did not have automatic (default) Salary Deferral made under the Plan.
- (f) Describe special rules, including effective date rules, applicable to the mandatory automatic enrollment under the Plan:

**S2-3. AGE 50 CATCH-UP CONTRIBUTIONS. (S2IA §4.02) [If the Employer has elected to not permit Age 50 Catch-Up Contributions under the Adoption Agreement, no elections are necessary under this §S2-3. Note that the Plan default is that the Plan permits Age 50 Catch-Up Contributions.]**

- (a) **Age 50 Catch-Up Contribution elections.** Unless otherwise elected under this §S2-3(a), a Plan that permits Age 50 Catch-Up Contributions added the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63, effective for taxable years beginning on January 1, 2025.
- (1) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63 is not permitted under the Plan.
  - (2) The higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 – 63 was added to the Plan effective \_\_\_\_ [insert date after January 1, 2025].
  - (3) The higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 were permitted for taxable years beginning on or after January 1, 2025, but are no longer permitted under the Plan, effective \_\_\_\_ [insert date].
  - (4) Collectively Bargained Employees who are eligible to make Salary Deferrals under the Plan are not eligible for the higher Age 50 Catch-Up Contribution Limit for Participants who have attained ages 60 - 63.
- (b) **Age 50 Catch-Up Contributions that are eligible for Matching Contributions.** Unless elected otherwise under this §S2-3(b), a Plan that includes an election to make Age 50 Catch-Up Contributions that are eligible for Matching Contributions (see AA §6B-3) will provide such Matching Contributions on all Age 50 Catch-Up Contributions (including higher Age 50 Catch-Up Contributions) that are permitted under the Plan.
- (1) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are not eligible for Matching Contributions.
  - (2) Only regular Age 50 Catch-Up Contributions are eligible for Matching Contributions. Matching Contributions on higher Age 50 Catch-Up Contributions for Participants who have attained ages 60 - 63 are no longer made to the Plan, effective \_\_\_\_ [insert date after January 1, 2025].
  - (3) Describe any special rules or provisions, including effective dates, relating to Age 50 Catch-Up Contributions and their eligibility for Matching Contributions: \_\_\_\_\_

*[Note: If no elections are made above, the Plan will treat higher Age 50 Catch-Up Contributions in the same manner as Age 50 Catch-Up Contributions as designated under AA §6B-3.]*

(c) **Elections relating to Roth Deferrals and Age 50 Catch-Up Contributions.**

- (1) Age 50 Catch-Up Contributions are removed from the Plan effective \_\_\_\_ [insert date on or after January 1, 2024].
- (2) Roth Deferrals are added to the Plan effective \_\_\_\_ [enter a date on or after January 1, 2024].

*[Note: In lieu of making elections under this subsection (c), the Employer may make appropriate elections (i.e., to remove Age 50 Catch-Up Contributions or to add Roth Deferrals) under the Adoption Agreement. If Roth Deferrals are added under (2) above, the Plan defaults for Roth Deferrals will apply unless otherwise described under subsection (f) below.]*

- (3) Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- (4) Highly Compensated Employees and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.

- (5) Highly Compensated Employees with net earnings from self-employment for the preceding calendar year that exceeded \$150,000 (as adjusted) and Highly Paid Individuals (i.e., any eligible Participant whose wages (as defined in Code §3121(a)) for the preceding calendar year from the employer sponsoring the Plan exceeded \$150,000 (as adjusted) are not eligible to make Age 50 Catch-Up Contributions under the Plan.
- (d) **Deemed Roth Age 50 Catch-Up Contribution election.** Unless elected otherwise below, the Plan deems a Participant who is subject to the Roth Age 50 Catch-Up Contribution requirement to have irrevocably designated any Age 50 Catch-Up Contributions as a Roth Deferral.
- (1) The Plan does not provide for a deemed Roth Catch-Up Contribution election, unless the Plan Administrator notifies the Participant of such a deemed Roth Catch-Up Contribution election before the Participant makes a Salary Deferral election. (See SECURE 2.0 Act IA §4.02(d).)
- (2) The Plan does not provide for a deemed Roth Catch-Up Contribution election. The Participant must make an election to treat Catch-Up Contributions as Roth Catch-Up Contributions. (See SECURE 2.0 Act IA §4.02(d).)
- (e) **Aggregation of employers for determining the “employer sponsoring the Plan” for purposes of Code §414(v)(7).** For purposes of Code §414(v)(7) and determining wages from the “employer sponsoring the Plan,” the following employers are aggregated, as allowed under Treas. Reg. §1.414(v)-2(b)(4) (e.g., employers using a common paymaster or part of a Related Employer group): \_\_\_\_\_
- [Note: In lieu of listing aggregated employers above, the Employer may describe such aggregated employers in a separate written administrative procedure.]*
- (f) Describe other special rules or provisions, including effective date rules, relating to Age 50 Catch-Up Contributions: \_\_\_\_

**S2-4. LTPT EMPLOYEES. (S2IA §4.03)** Effective for Plan Years beginning on or after January 1, 2025, the Plan must permit LTPT Employees to make Salary Deferrals into the Plan, as required under Code §§403(b)(12). The Employer may make elections under this Elective Provisions §S2-4 consistent with the requirements of Code §§403(b)(12) and S2IA §4.03. Elections under this Elective Provisions §S2-4 are not necessary if no Employees will ever be eligible to make Salary Deferrals solely because of the LTPT Employee requirements or if the Plan is not subject to Title I of ERISA.

*[Note: Because the LTPT Employee requirements do not apply to plans not subject to Title I of ERISA, these requirements do not apply to the Pre-Approved Retirement Income Account (RIA) 403(b) Plan (#09-001), the Salary Reduction Only Plan (#10-001), the Church 403(b) Plan (#11-001) or the Public School/Dual Status 403(b) Plan (#12-001).]*

- (a) **Eligibility for Employer Contributions and Matching Contributions.** Unless elected otherwise below, LTPT Employees are not eligible for Employer Contributions or Matching Contributions under the Plan.
- In addition to the ability to make Salary Deferrals, LTPT Employee may receive the following in the same manner and under the same conditions as other Eligible Employees under the Plan: [Note: The elections below are effective for Plan Years beginning on or after January 1, 2025 or such later date as designated.]
- (1) All available Employer Contributions and Matching Contributions, effective \_\_\_\_.
- (2) Employer Contributions (including Qualified Nonelective Employer Contributions), effective \_\_\_\_.
- (3) Matching Contributions (including Qualified Matching Contributions), effective \_\_\_\_.
- (4) Safe Harbor 403(b) Plan Contributions, effective \_\_\_\_.
- (5) Describe: \_\_\_\_\_
- (b) **Eligibility Computation Period (ECP).** Unless elected otherwise below, the ECP rules under the Plan apply to LTPT Employees.
- (1) The ECP for an LTPT Employee is based on Anniversary Years and will not switch to the Plan Year.
- (2) Describe ECP rules applicable to LTPT Employees: \_\_\_\_\_
- [Note: Any description under this (2) must be consistent with requirements for ECPs under the Plan.]*
- (c) **Entry Date.** Unless elected otherwise below, the Entry Date rules under the Plan apply to LTPT Employees.
- (1) The Entry Date for LTPT Employees will be the first day of the 1st and 7th month of the Plan Year.
- (2) Describe the Entry Date rules applicable to LTPT Employees: \_\_\_\_\_
- [Note: Any description under this (2) must be consistent with requirements for Entry Dates under the Plan.]*
- (d) **Collectively Bargained Employees and non-resident aliens.** If Collectively Bargained Employees and/or non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are otherwise eligible for

the Plan, the Employer may elect to exclude such Employees from the LTPT Employee rules below:

- (1) Collectively Bargained Employees are excluded from eligibility as LTPT Employees.
  - (2) Non-resident aliens who receive no compensation from the Employer that constitutes U.S. source income are excluded from eligibility as LTPT Employees.
  - (e) **Roth Deferrals.** LTPT Employees may make Roth Deferrals if Roth Deferrals are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make Roth Deferrals under the Plan.
  - (f) **After-Tax Employee Contributions.** LTPT Employees may make After-Tax Employee Contributions if After-Tax Employee Contributions are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make After-Tax Employee Contributions under the Plan.
  - (g) **Rollover Contributions.** LTPT Employees may make Rollover Contributions if Rollover Contributions are permitted under the Plan, unless the Employer elects otherwise below:
    - LTPT Employees are not permitted to make Rollover Contributions under the Plan.
  - (h) **Automatic Contribution Arrangements.** LTPT Employees are subject to the Plan’s Automatic Contribution Arrangement provisions (including automatic escalation), unless the Employer elects otherwise below:
    - (1) LTPT Employees are not subject to the Automatic Contribution Arrangement provisions of the Plan.
    - (2) LTPT Employees are subject to the Plan’s Automatic Contribution Arrangement provisions (**excluding automatic escalation**).
- [*Note: If the Plan is subject to the mandatory automatic enrollment rules under S2IA §4.01, LTPT Employees must be automatically enrolled in the Plan and the above elections do not apply.*]

- (i) **Vesting Computation Periods (VCPs).** LTPT Employee will not receive vesting credit for VCPs beginning before January 1, 2023, unless the Employer elects otherwise below:
    - (1) All VCPs beginning before January 1, 2023 will be taken into account for determining vesting credit for LTPT Employees.
    - (2) Describe the VCPs beginning before January 1, 2023 that will be taken into account for determining vesting credit for LTPT Employees: \_\_\_\_\_
  - (j) **Nondiscrimination and coverage election.** If the Plan is not a Safe Harbor 403(b) Plan, the Employer may administratively elect on an annual basis to exclude LTPT Employee from all nondiscrimination and coverage tests. If the Plan is a Safe Harbor 403(b) Plan, the Employer excludes LTPT Employees from all nondiscrimination and coverage tests, unless elected otherwise below:
    - The Plan is a Safe Harbor 403(b) Plan and the Employer elects to INCLUDE LTPT Employees in all nondiscrimination and coverage tests. (The Employer must make this nondiscrimination and coverage election before the Plan Year for which the election applies.)
  - (k) **Automatic Increase for Participants with Affirmative Salary Deferral election.** LTPT Employees are subject to the Plan’s provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.
    - LTPT Employees are not subject to the Plan’s provisions relating to automatic increase for Participants with affirmative Salary Deferral Election under AA §6A-6.
  - (l) **Describe other rules applicable to LTPT Employees.** \_\_\_\_\_
- [*Note: Any rules under this (l) must be consistent with requirements for the participation of LTPT Employees as set forth under S2IA §4.03.*]

**S2-5. STARTER 403(b) PLANS FOR EMPLOYERS WITH NO RETIREMENT PLAN. (S2IA §4.05)**

[*Note: The Starter 403(b) Plan provisions do not apply to Pre-Approved Public School/Dual Purpose 403(b) Plan (#12-001).*]

- Establishment of Starter 403(b) Plan.** The Employer establishes a Starter 403(b) Plan, as of the effective date indicated on the Employer Signature Page of the Adoption Agreement. The effective date may be no earlier than

December 31, 2023.

An Employer adopting a Starter 403(b) Plan should complete the Adoption Agreement consistent with the requirements applicable to a Starter 403(b) Plan, as described under S2IA §4.05. The Employer must designate an automatic (default) deferral percentage of at least 3% and not more than 15%, a minimum service requirement of not more than one Year of Service, a minimum age requirement of not more than age 21, and an Entry Date.

**S2-6. PENSION-LINKED EMERGENCY SAVINGS ACCOUNT (PLESA). (S2IA §4.06)**

- (a) **Establishment of a PLESA.** Unless otherwise elected below, the Plan does not include PLESAs.
- Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Employer establishes, as part of the Plan, a PLESA for the benefit of eligible Participants, as provided under Code §402A(e) and ERISA §§801 – 804.
- (b) **Elections relating to PLESAs.** If PLESAs are established under the Plan, the Employer may make the following elections:
- (1) Instead of \$2,500 the Plan limits the portion of a Participant’s Account attributable to PLESA contributions to \$ \_\_\_\_ [insert amount less than \$2,500]
- (2) Instead of requiring an affirmative election by a Participant to contribute to the PLESA, the Plan will automatically enroll eligible Participants at a rate of \_\_\_\_% [must be 3% or less]

**ELECTIVE PROVISIONS RELATING TO MATCHING CONTRIBUTIONS**

**S2-7. OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS DESIGNATED ROTH MATCHING CONTRIBUTIONS. (S2IA §5.01)**

- (a) A Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- (b) Effective \_\_\_\_ [insert date on or after December 30, 2022], a Participant MAY elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Designated Roth Matching Contribution.
- (c) Describe any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Designated Roth Matching Contribution: \_\_\_\_\_

**S2-8. TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS (QSLPs) AS SALARY DEFERRALS FOR PURPOSES OF MATCHING CONTRIBUTIONS. (S2IA §5.02)**

- (a) The Plan does not treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions.
- (b) Effective for Plan Years beginning on or after \_\_\_\_ [enter a date no earlier than January 1, 2024], the Plan will treat QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions, as provided for under §110 of the SECURE 2.0 Act.
- (c) Describe any special rules relating to the treatment of QSLPs as Salary Deferrals (or After-Tax Employee Contributions, if applicable) for purposes of Matching Contributions: \_\_\_\_\_

**S2-9. FEDERAL SAVER’S MATCHING CONTRIBUTION. (S2IA §5.03)**

- (a) Employer will not accept receipt of the federal saver’s matching contribution.
- (b) The Employer elects to accept the receipt of the federal saver’s matching contribution, effective \_\_\_\_ [insert date on or after January 1, 2027].
- (c) Describe special rules applicable to the federal saver’s matching contribution: \_\_\_\_\_

**ELECTIVE PROVISIONS RELATING TO DISTRIBUTIONS**

**S2-10. AVAILABILITY OF INVOLUNTARY CASH-OUT DISTRIBUTIONS. (S2IA §6.01)**

- (a) **No change to Involuntary Cash-Out Distribution related-provisions as elected under the Adoption Agreement and as applicable before January 1, 2024 (i.e., prior to the effective date of §304 of the SECURE 2.0 Act).**

- (b) **Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, June 3, 2024 [insert date after January 1, 2024], a Participant who has a Severance from Employment with a vested Account Balance of \$7,000 or less will receive an Involuntary Cash-Out Distribution, subject to the Automatic Rollover provisions under the Plan.
- (c) **No Involuntary Cash-Out Distributions.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], the Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan.
- (d) **Lower Involuntary Cash-Out Distribution threshold.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution only if the Participant’s vested Account Balance is less than or equal to:
- (1) \$1,000
  - (2) \$5,000
  - (3) \$\_\_\_\_ (*must be less than \$7,000*)
- (e) **Application to spousal consent requirements.** Beginning January 1, 2024, or, if later, \_\_\_\_ [insert date after January 1, 2024], if the Plan is subject to the Qualified Joint and Survivor Annuity rules and this subsection (e) is elected, the elections in subsections (a) - (d) do not apply in determining the dollar threshold for spousal consent under the Plan and instead the spousal consent threshold is \$7,000 or such lower amount as selected below:
- (1) \$1,000
  - (2) \$5,000
  - (3) \$\_\_\_\_ (*must be less than \$7,000*)
- (f) Describe any special rules relating to Involuntary Cash Out Distributions and/or spousal consent requirements: \_\_\_\_\_

**S2-11. AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. (S2IA §§6.02, 6.03, 6.04, 6.05, 6.07)** A Participant may withdraw all or any portion of such Participant’s vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this S2-11. If more than one option is selected for a particular contribution type under this S2-11, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this S2-11.

If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6D, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant’s Rollover Account and After-Tax Employee Contribution Account at any time. If the Plan provides for Safe Harbor Contributions (SH) under AA §6C, unless elected otherwise under this S2-11, a Participant may take an in-service distribution from such Participant’s Safe Harbor Contribution Account at the same time as elected for Salary Deferrals under S2-11. Unless otherwise described under S2-11(e), a Participant may take an in-service distribution from a Transfer Account as allowed for the underlying contribution source.

*[Note: In-service distributions must satisfy the distribution restrictions applicable to Custodial Accounts and Salary Deferral Accounts.]*

| All<br>Available<br>Sources | Deferral                 | Match                    | ER                       | R/O                      | AT                       | SH                       |  |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) As an Emergency Personal Expense Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].   |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) As a Domestic Abuse Distribution beginning January 1, 2024, or, if later, ____ [insert date after January 1, 2024].  |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) As a Qualified Long-Term Care Distribution beginning December 30, 2025, or, if later, ____ [insert date after December 30, 2025].  |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) As a Terminally Ill Individual Distribution beginning December 30, 2022, or, if later, ____ [insert date after December 30, 2022].<br>[ <b>Note:</b> Not available with respect to Salary Deferrals or amounts held under a Custodial Account unless legislation amends Code §72(t)(2)(L) to allow a Terminally Ill Individual Distribution as a permissible distribution event under Code §403(b).] |
| <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Describe: _____  |

[**Note:** Unless designated otherwise under subsection (e), any selection(s) in the Deferral column also apply to Roth Contributions, QMACs and QNECs. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in subsection (e). Any event described in subsection (e) may not violate the permissible distribution events under the Plan.]

(f) **Special distribution rules for in-service distributions.**

- (1) The following are not available to Participants who have had a Severance from Employment:
  - (i) Emergency Personal Expense Distributions
  - (ii) Domestic Abuse Distributions
  - (iii) Qualified Long-Term Care Distributions
  - (iv) Terminally Ill Individual Distributions
- (2) The following are not available unless the Participant is 100% vested in the source from which the distribution is taken:
  - (i) Emergency Personal Expense Distributions
  - (ii) Domestic Abuse Distributions
  - (iii) Qualified Long-Term Care Distributions
  - (iv) Terminally Ill Individual Distributions
- (3) Unless otherwise elected below, Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts, effective for Plan Years beginning on or after January 1, 2024.
  - (i) Hardship distributions may NOT include earnings on Pre-Tax Deferral Accounts and Roth Deferral Accounts.
  - (ii) Hardship distributions may include earnings on Pre-Tax Deferral Accounts and Roth Deferral, effective as soon as administratively feasible after the execution date of this SECURE 2.0 Interim Amendment (i.e., March 2, 2026 ) [insert date after January 1, 2024].

- (4) Unless otherwise elected below, Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor Contribution and QACA Safe Harbor Contribution Accounts (including earnings), effective for Plan Years beginning January 1, 2024.
  - (i) Hardship distributions may NOT include the following Accounts (including earnings):
    - (A) QNEC Account
    - (B) QMAC Account
    - (C) Traditional Safe Harbor Contribution Accounts
    - (D) QACA Safe Harbor Contribution Accounts.
  - (ii) Hardship distributions may include QNEC, QMAC, Traditional Safe Harbor and QACA Safe Harbor Accounts (including earnings), effective \_\_\_\_ [insert date after January 1, 2024].
- (5) Describe any special rules relating to Hardship distributions: \_\_\_\_\_
- (6) Other distribution rules: \_\_\_\_\_

**S2-12. PEP FIDUCIARY FOR COLLECTING CONTRIBUTIONS TO THE PEP. (S2IA §8.01)**

- Instead of the PPP, the fiduciary for collecting contributions to the PEP is: \_\_\_\_\_

**S2-13. SPECIAL PROVISIONS.**

If the Employer wishes to provide additional or clarifying provisions to this SECURE 2.0 Act Interim Amendment, the Employer may include such provisions below.

- Describe any special rules related to this SECURE 2.0 Act Interim Amendment: \_\_\_\_\_

**APPLICATION OF SECURE 2.0 ACT INTERIM AMENDMENT**

Pursuant to Revenue Procedure 2023-37 and Section 14.01(a) of the Plan, this SECURE 2.0 Act Interim Amendment has been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. If the Employer wishes to override the Provider’s (default) elections, the Employer (or the authorized representative of the Employer) must execute this SECURE 2.0 Act Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

North Brevard County District d/b/a Parrish Medical Center 403(b) Plan  
*Name of Plan*

North Brevard County Hospital District d/b/a Parrish Medical Center  
*(Name of Employer)*

George Mikitarian President/CEO  
*(Name of Authorized Representative, if applicable)* *(Title)*

\_\_\_\_\_  
*(Signature)* March 2, 2026  
*(Date)*

## **EXECUTIVE COMMITTEE**

Stan Retz, CPA, Chairman

Robert L. Jordan, Jr., C.M.

Herman A. Cole, Jr.

Elizabeth Galfo, M.D.

Billy Specht

George Mikitarian, President/CEO (non-voting)

**DRAFT AGENDA  
EXECUTIVE COMMITTEE  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
MONDAY, MARCH 2, 2026  
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5  
IMMEDIATELY FOLLOWING FINANCE COMMITTEE**

### **CALL TO ORDER**

- I. Approval of Minutes

*Motion to approve the minutes of the January 5, 2026 meeting.*

- II. Reading of the Huddle
- III. Attorney Report – Mr. Boyles
- IV. Executive Session (if needed)

### **ADJOURNMENT**

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES, AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.

THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EXECUTIVE COMMITTEE. TO THE EXTENT OF SUCH DISCUSSIONS, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EXECUTIVE COMMITTEE AND NORTH BREVARD MEDICAL SUPPORT, INC. SHALL BE CONDUCTED.

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
EXECUTIVE COMMITTEE**

A regular meeting of the Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on January 5, 2026, in Conference Room 2/3/4/5, First Floor. The following members were present:

Stan Retz, CPA, Chairman  
Robert L. Jordan, Jr., C.M., Vice Chairman  
Herman A. Cole, Jr.  
George Mikitarian (non-voting)

Members Absent:  
Elizabeth Galfo, M.D. (excused)

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

**CALL TO ORDER**

Mr. Retz called the meeting to order at 2:51 p.m.

**REVIEW AND APPROVAL OF MINUTES**

Discussion ensued and the following motion was made by Mr. Jordan, seconded by Mr. Cole, and approved (3 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE NOVEMBER 3, 2025, MEETING MINUTES OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS, AS PRESENTED.***

**ATTORNEY REPORT**

Mr. Boyles provided an update on HB145 concerning Sovereign Immunity limits. This bill proposes to increase Sovereign Immunity limits substantially which could adversely impact the Hospital System. Gray Robinson will continue to monitor this bill and keep the board informed of its status.

**OTHER**

There was no other business to come before the committee.

EXECUTIVE COMMITTEE  
JANUARY 5, 2026  
PAGE 2

**ADJOURNMENT**

There being no further business to discuss, the committee adjourned at 2:55 p.m.

Stan Retz, CPA  
Chairman

**EDUCATION COMMITTEE**

Billie Fitzgerald, Chairperson  
Melissa Lugo, Vice Chairperson  
Robert L. Jordan, Jr., C.M. (ex-officio)  
Elizabeth Galfo, M.D.  
Billy Specht  
Herman A. Cole, Jr.  
Dan Aton  
Stan Retz, CPA  
Ashok Shah, M.D.  
Mahmoud Barbarawi, M.D.  
George Mikitarian, President/CEO (Non-voting)

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE  
MONDAY, MARCH 2, 2026  
FIRST FLOOR CONFERENCE ROOM 2/3/4/5**

**CALL TO ORDER**

- I. Contact Center Project Update – Ms. Prigge
- II. Executive Session (if necessary)

**ADJOURNMENT**

**NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE EDUCATION COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

**PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.**

**THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE. TO THE EXTENT OF SUCH DISCUSSION, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE AND NORTH BREVARD MEDICAL SUPPORT, INC. SHALL BE CONDUCTED.**

# PMG Contact Center



Contact Center Implementation

# Parrish Medical Group

## Overview

- **23 Departments** inclusive of Primary Care and Specialties
- **6+ Outpatient Locations**
- **40+** Physicians and Providers, actively growing
- **100+** Support Staff, clinical and non-clinical
- **Average of 9,000+ patient visits per month**
  - › Additional Providers add +400 visits per month

# Project Identifiers

## Past and New State

### Past State:

- 23 Separate Phone Numbers
- 15+ Voicemail Inboxes
- Equipment and Software Limitations
- MFOCs handled check in/out and incoming calls

### New State:

- **ONE** Phone Number
- **ONE** Voicemail per Department
- Revamped Phone Tree
- **Dedicated Trained Call Center Staff** and location
- Updated Software and Equipment
- Detailed Call Center Analytics

# New System + Functions

## One Entry Point

- Real-Time Call Monitoring
- Volume stats
- Answer/Transfer Rate
- Waiting Times
- Call Recording



- Live Agent Mode
- Call-Back Function
- On-hold Announcements
- Back-Line Phones

# Call Center Benefits

- Improved Patient Access and Experience
- Enhanced Communication and Trust
- Operational Efficiency
- Better Care Coordination and Follow-up
- Efficient Patient Scheduling

**DRAFT AGENDA  
BOARD OF DIRECTORS MEETING - REGULAR MEETING  
NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
MARCH 2, 2026  
NO EARLIER THAN 2:00 P.M.,  
FOLLOWING THE LAST COMMITTEE MEETING  
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5**

**CALL TO ORDER**

- I. Pledge of Allegiance
- II. PMC's Vision – *Healing Families – Healing Communities*
- III. Approval of Agenda
- IV. Recognitions(s)
  - A. Brevard Homeless Coalition Point in Time Count Award – Ms. Sellers
  - B. New Providers (memo included)
- V. Review and Approval of Minutes (January 5, 2026 Regular Meeting)
- VI. Open Forum for PMC Physicians
- VII. Public Input and Comments\*\*\*<sup>1</sup>
- VIII. Unfinished Business\*\*\*
- IX. New Business\*\*\*
  - A. **North Brevard Medical Support, Inc, Liaison Report –Mr. Retz**
- X. Medical Staff Report Recommendations/Announcements
- XI. Public Comments (as needed for revised Consent Agenda)
- XII. Consent Agenda\*\*\*
  - A. Finance
    - 1. **Motion to recommend the Board of Directors approve the resolution and secretary's certificate of the North Brevard County Hospital District approving the restatement of and the amendment to the North Brevard County Hospital District d/b/a Parrish Medical Center 403(b) plan.**

2. **Motion to recommend the Board of Directors approve the reappointment of Leigh Spradling to the Retirement Planning Committee for a two-year term beginning March 1, 2026 through March 1, 2028.**
3. **Motion to recommend the Board of Directors approve the reappointment of Casey Crouch to the Retirement Planning Committee for a two-year term beginning March 1, 2026 through March 1, 2028.**
4. **Motion to recommend the Board of Directors approve the reappointment of Dan Aton to the Retirement Planning Committee for a two-year term beginning April 1, 2026 through April 1, 2028. reappointment**

\*\*\*<sup>1</sup> Pursuant to PMC Policy 9500-154:

- non-agenda items – 3 minutes per citizen
- agenda items for board action -- 3 minutes per citizen, permitted prior to board discussion for regular agenda action items and prior to board action on consent agenda
- 10 minute total per citizen
- must be related to the responsibility and authority of the board or directly to an agenda item [see items marked \*\*\*]

XIII. Committee Reports

- A. Quality Committee
- B. Finance Committee
- C. Executive Committee
- D. Educational, Governmental and Community Relations Committee
- E. Planning, Physical Facilities & Properties Committee

XIV. Process and Quality Report – Mr. Mikitarian

- A. Other Related Management Issues/Information
- B. Hospital Attorney - Mr. Boyles

XV. Other

- A. Monthly Media Report (memo included)

XVI. Closing Remarks – Chairman

**ADJOURNMENT**

**BOARD OF DIRECTORS MEETING**

**MARCH 2, 2026**

**PAGE 3**

**NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

**PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.**

**THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS.**

**ANY MEMBER OF THE PUBLIC THAT WILLFULLY INTERRUPTS OR DISTURBS A MEETING OF THE BOARD OF DIRECTORS IS SUBJECT TO REMOVAL FROM THE MEETING BY AN OFFICER AND SUCH OTHER ACTIONS AS MAY BE DEEMED APPROPRIATE AS PROVIDED IN SECTION 871.01 OF THE FLORIDA STATUTES.**



## Recognitions

*Healing Experiences for Everyone All the Time®*

[parrishhealthcare.com](http://parrishhealthcare.com)



## Bag It Like You Mean It Award 1,000 Bags Assembled!

Thank you to these Care Partners!



Linda Bassett

Matthew Morak

Lara Chicone

Anna Pitstick

Samantha Decker

James Redding

Carlos Diaz

Christie Rimsky

Lisa Dickerson

Jenna Rogerson

Toni Gantt

Cindy Sluka

Vaneesha Greco

Lori Thompson

Jessica Manning

Congratulations!

Matthew Morak  
Director, JPMF

2026 Lead Brevard 4 Under 40  
Award Recipient

Matthew's example inspires us all to:

Try A Little Harder  
To Do A Little Better

*Gordon B. Hinckley,  
American Religious Leader and Author*





*Healing Families – Healing Communities®*

[parrishhealthcare.com](http://parrishhealthcare.com)

**Duncan Hock, MD**

**Emergency Medicine – TeamHealth**

**University of South  
Florida Health, Morsani  
College of Medicine**

**Brooklyn Hospital  
Center, NY, Emergency  
Medicine**



# Omar Acosta, MD

## Emergency Medicine - TeamHealth

- **University of North Carolina at Chapel Hill, School of Medicine**
- **University of Arkansas for Medical Sciences, College of Medicine – Emergency Medicine**



**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING  
PARRISH MEDICAL CENTER  
BOARD OF DIRECTORS – REGULAR MEETING**

A regular meeting of the Board of Directors of the North Brevard County Hospital District operating Parrish Medical Center (the District) was held at 3:02 p.m. on January 5, 2026 in Conference Room 2/3/4/5, First Floor. The following members were present:

Robert L. Jordan, Jr., C.M., Chairperson  
Stan Retz, Vice Chairperson  
Herman A. Cole, Jr.  
Dan Aton  
Billy Specht  
Billie Fitzgerald  
Ashok Shah, M.D.  
Melissa Lugo

Member(s) Absent:  
Elizabeth Galfo, M.D. (excused)

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

**CALL TO ORDER**

Mr. Jordan called the meeting to order at 3:02 p.m. and determined a quorum was present per Article 1.1.4 of the District Bylaws.

**PLEDGE OF ALLEGIANCE**

Mr. Jordan led the Board of Directors, staff and public in reciting the Pledge of Allegiance.

**PMC'S VISION – *Healing Families – Healing Communities*®**

Mr. Jordan led the Board of Directors, staff and public in reciting PMC's Vision – *Healing Families – Healing Communities*®.

**APPROVAL OF MEETING AGENDA**

Mr. Jordan requested approval of the meeting agenda in the packet as revised. Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Aton, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION APPROVING THE REVISED MEETING AGENDA OF THE BOARD OF DIRECTORS OF THE DISTRICT AS PRESENTED.***

**ELECTION OF MEMBER-AT-LARGE FOR EXECUTIVE COMMITTEE DUE TO VACANCY**

Mr. Jordan indicated that Mr. Specht had been nominated as Member-at-Large of the Executive Committee and no other names were presented. Mr. Cole moved to close the nominations, seconded by Mr. Retz, and the Board approved the motion (8 ayes-0 nays-0 abstentions). Mr. Specht was elected Member-at-Large to the Executive Committee.

**RECOGNITIONS**

Mr. Jordan took this time to recognize Ms. Fitzgerald for her reappointment to the Board, thanking her for her continued commitment and service to the community. Mr. Jordan also congratulated Ms. Lugo on her appointment to the Board, noting that the Board looks forward to the perspective and expertise she will bring to its proceedings.

Mr. Jordan recognized Dr. Ochoa for his dedicated service as Medical Staff President over the past three years, thanking him for his leadership, collaboration with hospital administration, and continued advocacy on behalf of the medical staff. He acknowledged Dr. Ochoa's commitment to quality care and patient safety and expressed appreciation for the positive impact of his tenure.

**REVIEW AND APPROVAL OF MINUTES**

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Specht, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION APPROVING THE MINUTES OF THE NOVEMBER 3, 2025, REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT DBA PARRISH MEDICAL CENTER, AS PRESENTED.***

**OPEN FORUM FOR PMC PHYSICIANS**

There were no physician comments.

**PUBLIC COMMENTS**

A member of the public spoke at this time. A copy of the public appearance request is appended to the file copy of these minutes.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

Mr. Jordan requested authorization from the Board to contact the city concerning fountain operation in the event of contamination of water being used. He stated his intent to request that the city shut off the fountains during such incidents. Discussion ensued and the following motion was made by Mr. Aton, seconded by Mr. Specht, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOVED TO AUTHORIZE MR. JORDAN TO CONTACT THE CITY OF TITUSVILLE AND FORMALLY REQUEST THAT WHENEVER THERE IS A DOCUMENTED SEWAGE LEAK OR SEWAGE SPILL RESULTING IN CONTAMINATION OF WATER BEING PUMPED TO CITY FOUNTAINS, ALL AFFECTED FOUNTAINS BE IMMEDIATELY TURNED OFF UNTIL SUCH CONTAMINATION OF SUCH WATER IS RESOLVED.***

**2026 Board of Directors Committee Roster**

Mr. Jordan shared that Dr. Ochoa shall serve on Quality Committee as Immediate Past President, Medical Staff. Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Specht, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOVE TO APPROVE THE 2026 BOARD OF DIRECTORS COMMITTEE ROSTER, AS PRESENTED.***

Discussion ensued and the following motion was made by Mr. Aton, seconded by Mr. Cole and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION THAT THE BOARD OF DIRECTORS APPROVE THE BOARD OF DIRECTORS – FUND DEVELOPMENT POLICY, AS PRESENTED.***

Discussion ensued and the following motion was made by Mr. Specht, seconded by Mr. Cole and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION THAT THE BOARD OF DIRECTORS APPROVE THE BOARD OF DIRECTORS – BILL OF RIGHTS POLICY, AS PRESENTED.***

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Specht and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION THAT THE BOARD OF DIRECTORS APPROVE THE ADMINISTRATIVE SERVICES COVERAGE POLICY, AS PRESENTED.***

**CONSENT AGENDA**

Discussion ensued regarding the consent agenda, and the following motion was made by Mr. Cole, seconded by Mr. Retz, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN: MOTION TO APPROVE THE FOLLOWING REVISED CONSENT AGENDA ITEMS:***

Consent Agenda

A. Audit Committee

1. Motion to recommend the Board of Directors accept the Fiscal Year 2025 audit results and reports:
  - Audited Financial Statements and Supplementary Information
  - Report on Internal Control and Compliance
  - Communications with the Board of Directors and Audit Committee
  - Management Letter

B. Finance Committee

1. **Motion to recommend the Board of Directors approve the implementation costs of the phase one Digital Foundations Electronic Health Record Upgrade phase of the Digital Transformation Road Map, as presented, in the amount not to exceed \$25,000,000.00, which represents an incremental capital investment not to exceed \$18,350,000.00.**

**COMMITTEE REPORTS**

**Quality Committee**

Mr. Jordan reported all items were covered during the Quality Committee meeting.

**Finance Committee**

Mr. Cole reported all items were covered during the Finance Committee meeting.

**Executive Committee**

Mr. Retz reported all items were covered during the Executive Committee meeting.

**Educational, Governmental and Community Relations Committee**

Mr. Jordan reported the Educational, Governmental and Community Relations Committee did not meet.

**Planning, Physical Facilities and Properties Committee**

Mr. Jordan reported the Planning Physical Facilities and Properties Committee did not meet.

**Process And Quality Report**

No additional information was presented.

**Hospital Attorney**

Legal counsel had no further report.

**OTHER**

Mr. Graybill gave an update on the YMCA/PMC partnership, noting that a soft opening is tentatively set for February 2, 2026.

**CLOSING REMARKS**

There were no closing remarks.

**ADJOURNMENT**

There being no further business to discuss, the Parrish Medical Center Board of Directors meeting adjourned at 3:26 p.m.

Robert L. Jordan, Jr., C.M.  
Chairman

**NORTH BREVARD COUNTY HOSPITAL DISTRICT  
OPERATING PARRISH MEDICAL CENTER  
MEDICAL EXECUTIVE COMMITTEE MEETING – REGULAR SESSION MINUTES  
February 17, 2026**

**Present:** Dr. Ochoa, Dr. Rajan, Dr. Manion, Dr. Navas, Dr. Musto, C. McAlpine, Dr. K. Patel, Dr. Stuart, H. Cole, Dr. Stuart, Dr. Musto, Dr. Gabriel

**Absent:** Dr. Jacobs, Dr. Motolenich, Dr. Lipsy

A meeting of the Medical Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was called to order on February 17, 2026 at 5:30pm in the Conference Center. A quorum was determined to be present.

**CALL TO ORDER.**

Dr. K. Patel called the meeting to order at 5:30p.

**I. REVIEW AND APPROVAL OF MINUTES**

Motion to approve the Regular Session minutes of January 20, 2026 as written and distributed *was made by C. Rajan, DO, seconded by J.D. Bhola, DO and unanimously approved.*

**2. Old Business:** None.

**3. New Business:**

**CONSENT AGENDA -  
STANDING ORDERS**

- Paracentesis Post (E44b) - Triennial Review.
- Post-Drainage Cath Placement (E213) - Triennial Review.
- Thoracentesis Post (E797) - Triennial Review.
- Insulin Sliding Scale (E68) - Triennial Review.
- Chest Pain - Low Risk - Adult (E1255ac) - Triennial Review.
- Adult Chemotherapy Orders (E305ab) - Multiple Revisions. Review as if new.
- Post-Myelogram Standing Orders (E292) - Retire.

**MOTION TO APPROVE THE CONSENT AGENDA AS WRITTEN AND DISTRIBUTED WAS MADE BY C. Rajan, DO, SECONDED BY J.D. Bhola, DO, AND UNANIMOUSLY APPROVED.**

**5. Report from Administration:** None

**6. Report from the Board:** None

**7. Open Forum:** None.

---

Kevat Patel, MD  
President, Medical Staff

---

Christopher Manion, MD  
Secretary/Treasurer

## MONTHLY MEDIA REPORT – January 2026



Please note where you see “impressions” the figure refers to the number of homes or individuals exposed to a message from Parrish Healthcare. The figure is calculated using circulation numbers as reported by the various publishers (where available) multiplied by the number of times Parrish Healthcare is mentioned, pictured, or number of times an advertisement ran in a month.

|                                     | <u>Estimated Impressions</u> |
|-------------------------------------|------------------------------|
| <b>Summary of Total Impressions</b> | <b>346,716,604</b>           |
| Details provided below.             |                              |

|                                       |              |
|---------------------------------------|--------------|
| <b>Community Outreach (Attendees)</b> | <b>2,126</b> |
|---------------------------------------|--------------|

|   |                               |
|---|-------------------------------|
| <b><i>Chamber of Commerce Luncheon (January 14)</i></b> | <b><i>(Attendance 50)</i></b> |
|---|-------------------------------|

Eduardo Hernandez, Director of Parrish Sleep Center, delivered the sponsor message.

|  |                                |
|--|--------------------------------|
| <b><i>Chamber Board of Directors, Installation Dinner (January 16)</i></b> | <b><i>(Attendance 150)</i></b> |
|--|--------------------------------|

Title Sponsor (\$5,000): PHC included in event title; name and logo in event media and marketing, name and logo on all digital communications, 6 tickets to event.

|   |                                  |
|---|----------------------------------|
| <b><i>Space Race Visitor Complex 3K Kennedy Space Center (January 16)</i></b> | <b><i>(Attendance 1,216)</i></b> |
|---|----------------------------------|

Parrish branded photos for all attendees; social media and print publication; 4 Care Partners supported event

|  |                                |
|--|--------------------------------|
| <b><i>Point-In-Time Homeless Count, Bag Building &amp; Set Up (January 20)</i></b> | <b><i>(Attendance 200)</i></b> |
|--|--------------------------------|

Fourteen Care Partners assisted with transporting donations, room staging and preparing care bags for our homeless population in north Brevard for the annual Point-In-Time Count. 200 Parrish-branded envelopes provided for gift cards.

|   |                               |
|---|-------------------------------|
| <b><i>Blood Drive - OneBlood (January 22)</i></b> | <b><i>(Attendance 15)</i></b> |
|---|-------------------------------|

Fifteen donors provided 16 units of blood providing the potential to save 48 lives.

|   |                               |
|---|-------------------------------|
| <b><i>Lead Brevard 4 Under 40 VIP &amp; Sponsor Reception</i></b> | <b><i>(Attendance 70)</i></b> |
|---|-------------------------------|

Community Sponsor (\$10,000): Matthew Morak recognized as a 4 Under 40 candidate; dedicated social media post, recognition at event.

|   |                                |
|---|--------------------------------|
| <b><i>Junior Achievement 40<sup>th</sup> Annual Business Hall of Fame Gala (January 24)</i></b> | <b><i>(Attendance 200)</i></b> |
|---|--------------------------------|

Silver Sponsor (3,500): Table of 8, volunteer experience in classroom, social media recognition, EMC acknowledgement, logo in program, recognition on event promotional materials.

|  |                                |
|--|--------------------------------|
| <b><i>Women’s Center Super Bowl of Trivia (January 31)</i></b> | <b><i>(Attendance 225)</i></b> |
|--|--------------------------------|

Gold Sponsor (\$2,500): Recognition on website and social media, signage at event, entry and dinner for 4 guests.

|                                      |                |
|--------------------------------------|----------------|
| <b>Print Advertising/Impressions</b> | <b>991,225</b> |
|--------------------------------------|----------------|

***Brevard Business News (40,000/Issue – Weekly - Contact: Adrienne Roth)*** **NA**

- 1.2026 – Ads paused

***Happenings (5,500/Issue – Monthly and Weekly - Contact: Randy Rodriquez)*** **5,500**

- 1.2026 – Cover Ad (Dr. Mark Swierzewski - Urology)
- 1.2026 – Half Page Back Cover (Gift of Light Sponsor Thank You ad)
- 1.2026 – Half Page Back Cover (Happy New Year / Primary Care)
- 1.2026 – full Page (2026 Cardio – General)
- 1.2026 – Full Page (Support Groups)
- 1.2026 – Full Page (PHC – PSJ Services)

***Hometown News (14,725/Issue – Weekly - Contact: Rodney Bookhardt)*** **73,625**

- 1.02.2026 – Full Page (Happy New Year/Primary Care)
- 1.09.2026 – Full Page (Cardiology General)
- 1.16.2026 – Full Page (PHC – PSJ Services)
- 1.23.2026 – Full Page (SQP Focused on the Future)
- 1.30.2026 – Full Page (PNC-North Titusville Services)

***Florida Today (50,000/Issue – Daily - Contact: Local IQ)*** **700,000**

- 1.08.2026 – Half Page (Happy New Year)
- 1.22.2026 – Half Page (Cardiology General)
- 1.25.2026 – Full Page (PHC – NT Services)
- 1.04.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.07.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.09.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.11.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.14.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.16.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.21.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.23.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.25.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.28.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)
- 1.30.2026 – Front Page Strip Ad (Lifelong Wellness. We're With You.)

***Investing in Your Health Today (25,000/Issue –Monthly - Contact: Barbara Rhoden)*** **25,000**

- 1.2026 – Full Page (Cardiology General)
- 1.2026 – Full Page (Be FAST Stroke Symptoms)
- 1.2026 – Full Page (Support Groups)

***Ebony News (,1500/Digital – Monthly - Contact: Barbara Rhoden)*** **1,500**

- 1.2026 – Half Page (Your Heart Care Partners)

***The Great Outdoors – Happenings (3,500/Edition – Weekly - Contact: Greg Wostrel)*** **11,000**

- 1.09.2026 – Full Page (Happy New Year/Primary Care)

- 1.23.2026 – Full Page (Cardiology General)
- 1.2026 – 14<sup>th</sup> Hole Granite Tee Marker (48,000 golfers annually; 4,000 monthly)

**Savings Safari (51,000/Edition – Bi-monthly - Contact: Barbara Strickland) 102,000**

- 1.06.2026 – Insert (Happy New Year/Primary Care)
- 1.20.2026 – Insert (Cardiology General)

**Space Coast Living (10,000/edition–5 Editions Annually-Contact: Lori Weisman) 10,000**

- 1.2026 – Full Page (Put Your Heart in Your Best Hands)

**Space Coast Daily (60,00/edition – Monthly/Digital Daily - Contact: Giles Malone) 60,000**

- 1.2026 – Digital Ad (Fast. Expert. Emergency Care.)

**Lifetimes Newsletter (Mailed Quarterly to North Brevard Zip Codes) Fall Issue NA**

- 1.2026 – Next Printing – February 2026

**Titusville Playhouse Playbill (Based on number of monthly performances) 2,500**

- 1.2026 – Hairspray (Jan. 16–Jan. 31) – Full Page (Spotlight on Care)

|   |                |
|---|----------------|
| <b>Broadcast and Digital Ad Impressions</b> | <b>842,484</b> |
|---|----------------|

**WFTV.com**

- Impressions: 255,078
- Clicks: 2,102
- CTR: 1.11%

**WFTV-OTT (Over the Top)**

- Impressions: 40,023
- Video Completes: 39,487
- Video Completion Rate: 98.66%

**WFTV (Amazon Streaming)**

- Impressions: 117,762
- Video Completes: 114,774
- Video Completion Rate: 97.49%

**Cumulus DNA Digital Ads and Radio Spots:**

- Digital Impressions: 72,439; Clicks: 83; CTR: 0.11
- WHKR 102.7FM – HitKicker Reach: 61,200; Radio: 76 Monthly (:30 second spots this year!)
- WHKR 102.7FM – Streaming (added this year) HitKicker Reach: 10,500; Radio: 76 Monthly (:30 second spots this year!)
- WA1A 107.1FM – A1A Contemporary Pop: Reach: 86,800; 76 Monthly (:30 second spots this year!)
- WA1A 107.1FM – (Streaming added this year) A1A Contemporary Pop: Reach: 11,375; 76 Monthly (:30 second spots this year!)

- WA1A 107.1FM – Parrish Healthcare’s “Healthy Tips in 26”” Healthy Living Radio Ads  
Reach: 75,600; 60 Monthly (60 second spots)

**Spectrum Reach (Streaming and TV)**

- Impressions: 37,862
- Video Completes: 37,089
- Video Completion Rate: 97.96%

**iHeart**

- WLRQ-FM: Reach 42,800; Spots: 145 (30 second)
- iHeart Radio App Impressions: 31,045

|                              |                  |
|------------------------------|------------------|
| <b>Social Media Channels</b> | <b>1,404,745</b> |
|------------------------------|------------------|

**Facebook:**

- **Parrish Healthcare:** Views – 1,358,249; Followers – 8,216
- **The Children’s Center:** View – 1,495; Followers – 149
- **Parrish Health & Wellness:** Views – 15,196; Followers – 207

**Instagram:** Reach –18,067; Followers - 763

**X (Twitter):** Followers – 717

**LinkedIn:** Followers – 4,361; Impressions – 10,982

**YouTube:**

- Total Views: 756
- Total Subscribers: 497
- New Subscribers: 3

**Top 5 YouTube Videos (Total Video Views in January – 756):**

- Patient Testimonial – Meet Voncile/Dr. Gabriel: **122**
- Alzheimer’s SOS: Vascular Dementia: **93**
- Daily Two Segment Featuring Dr. Gabriel: **56**
- Patient Testimonial – Meet Johana/Dr. Molina: **55**
- Daily Two with Johari Faison: **39**

|                       |                  |
|-----------------------|------------------|
| <b>TV Impressions</b> | <b>2,892,700</b> |
|-----------------------|------------------|

| Station          | Spots      | Impressions      |
|------------------|------------|------------------|
| WFTV             | 84         | 2,439,000        |
| WRDQ             | 131        | 453,700          |
| Spectrum News 13 | 412        | See Note Below   |
| <b>Total</b>     | <b>627</b> | <b>2,892,700</b> |

Spectrum News 13 does not report impressions because of the magnitude of linear TV impressions they receive (i.e., televisions in businesses/commercial spaces, corporate offices, schools, etc.)

**Commercials Aired:**

| Service Line       | Title        | ISCI            | Impressions (000) A18+ |
|--------------------|--------------|-----------------|------------------------|
| Cardio             | Amanda :120  | PHCAMANDA120    | 3.6                    |
| Cardio             | Cardio :05   | PHCCARDIO2505   | 99.9                   |
| Cardio             | Cardio :10   | PHCCARDIO2510   | 632.5                  |
| Cardio             | Cardio :15   | PHCCARDIO2515   | 1,217.40               |
| Cardio             | Cardio :30   | PHCCARDIO2530   | 551                    |
| Robotics           | Robotics :60 | PHCVELYSJAMIE60 | 21                     |
| Cardio             | Voncile :60  | PHCVONCILE60    | 108.2                  |
| SQUEEZEBACK        |              |                 | 259.1                  |
| <b>Grand Total</b> |              |                 | <b>2,892.7</b>         |

**Outdoor Advertising/Billboard/Bus Impressions 1,819,395**

**Billboards (Lamar – Contact: Jennifer Rzepiejewski, Clear Channel – Contact: Joe Schmitt):**

**Lamar – 4 Billboards (Messages & Locations) 457,204**

- **3666:** US1/Washington Ave. 1 MI N/O Garden St NB; (Where New Beginnings Are Born - Women's Health, Maternity)
- **3406:** US1 @ Blacks Rd. N/B; (Your Heart Deserves the Best – Cardiology)
- **1360:** US1-E/S N/O SR 528 S/B; (Your Heart Deserves the Best – Cardiology)
- **3667:** Washington Ave 1 MI n/o Garden St S/B; (Where New Beginnings Are Born - Women's Health, Maternity)

**Clear Channel – 17 Billboards (Message & Location) 1,362,191**

- **5839:** US 1 WS 3.2mi N/O SR 528 F/N – 1, Cocoa; 81,829 (Open Interviews)
- **5584:** Grissom Pkwy NS 1mi W/O Industry Rd F/W - 2, Cocoa; 47,988 (Emergency? We're Ready)
- **5514:** US 1 ES 1.5mi N/O SR 528 F/S – 2; 107,258 988 (Emergency? We're Ready)
- **5333:** US 1 WS 1.3mi N/O SR 406 Garden St F/N – 2; 96,930 (Fast, Expert. Emergency Care.)
- **5332:** US 1 WS 1.3mi N/O SR 406 Garden St F/S – 1; 75,254 (Restoring Comfort, Renewing Confidence)
- **5331:** US 1 WS 1.5mi N/O SR 406 Garden St F/S – 1; 75,506 (Emergency? We're Ready)
- **5330:** US 1 WS 1.5mi N/O SR 406 Garden St F/N – 2; 92,942 (Your Heart Deserves the Best)
- **5329:** US 1 WS 0.2mi S/O SR 50 F/S – 1; 77,766 (Restoring Comfort, Renewing Confidence)

- **5306:** US 1 WS 0.7mi N/O SR 528 F/N – 2; 108,105 (*Get Back to What Moves You*)
- **5006:** US 1 ES 2.7mi N/O SR 528 F/S – 2; 97,000 (*Fast, Expert. Emergency Care.*)
- **3321:** US 1 WS 3.3mi N/O SR 528 F/S – 1; 76,697 (*Restoring Comfort, Renewing Confidence*)
- **1904:** SR 405 SS 0.5mi W/O SR 407 F/W – 1; 76,193 (*Emergency? We're Ready*)
- **1903:** SR 405 SS 0.5mi W/O SR 407 F/E – 2; 63,925 (*Fast, Expert. Emergency Care.*)
- **1538:** US 1 WS 2.3mi S/O SR 405 F/N – 2; 84,413 (*Get Back to What Moves You*)
- **1537:** US 1 WS 2.3mi S/O SR 405 F/S – 1; 77,547 (*Emergency? We're Ready*)
- **1155:** US 1 WS 1.4mi S/O SR 405 F/S – 2; 65,656 (*Your Heart Deserves the Best*)
- **1034:** US 1 WS 1.4mi S/O SR 405 F/S – 1; 57,181 (*Fast. Expert. Emergency Care.*)

**Bus Wraps (Clear Channel – Contact: Joe Schmitt)**

*\*Not audited by Geopath for metrics and no estimate at this time when data will be available.*

- Bus 1 (MEL0012222)
- Bus 2 (1086572-MEL)

**Brevard County Public Schools Van Wrap (Contact: Yvette Cruz)**

*\*Not audited by Geopath for metrics and no estimate at this time when data will be available.*

- 3-Year Commitment (Aug. 1, 2025 – July 31, 2028). Van wrap will be prominently displayed on vehicles used by North Brevard high schools — Astronaut, Space Coast, and Titusville. These vans serve as transportation for athletic teams and student extracurricular groups, traveling thousands of miles annually throughout Brevard County and across Florida for regional and state competitions.

|  |                    |
|--|--------------------|
| <b>News Releases Issued by Parrish</b> | <b>338,547,204</b> |
|--|--------------------|

- 1.2.26 – Happenings (A Note from Your Parrish Medical Center Board of Directors); (Parrish healthcare Donates More Than 400 Toys to Local Community in Support of Toys for Tots Initiative); (Parrish Healthcare Interventional Cardiologist Andre Gabriel, MD, Named Fellow of American College of Cardiology) **\*\*5,500**
- 1.9.26 – Happenings (Parrish Medical Center Welcomes First Baby of the New Year); (Parrish Healthcare Open Interviews) **\*\*5,500**
- 1.16.26 – Happenings (Parrish Board Approves \$25 Million Dollar Technology Investment for Advanced Electronic system to Further Improve Patient and Family Care) **\*\*5,500**
- 1.12.26 – Brevard Business News (Mims Volunteer Fire Department Donates Proceeds from October Event to Jess Parrish Medical Foundation) **\*\*40,000**

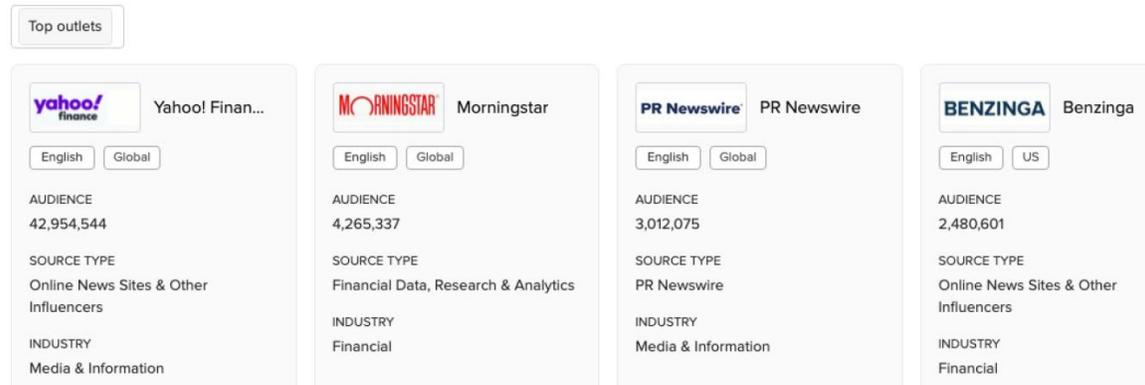
- 1.13.26 – PR Newswire (Parrish Board Approves \$25 Million Dollar Technology Investment for Advanced Electronic System to Further Improve Patient and Family Care) **\*\*53.8M (Audience), 604 (Engagement), 5,700 (Traffic)**

#### Wire performance overview



#### Exact placements

Outlets where the full-text of your release has been placed. [Learn how this is calculated](#)



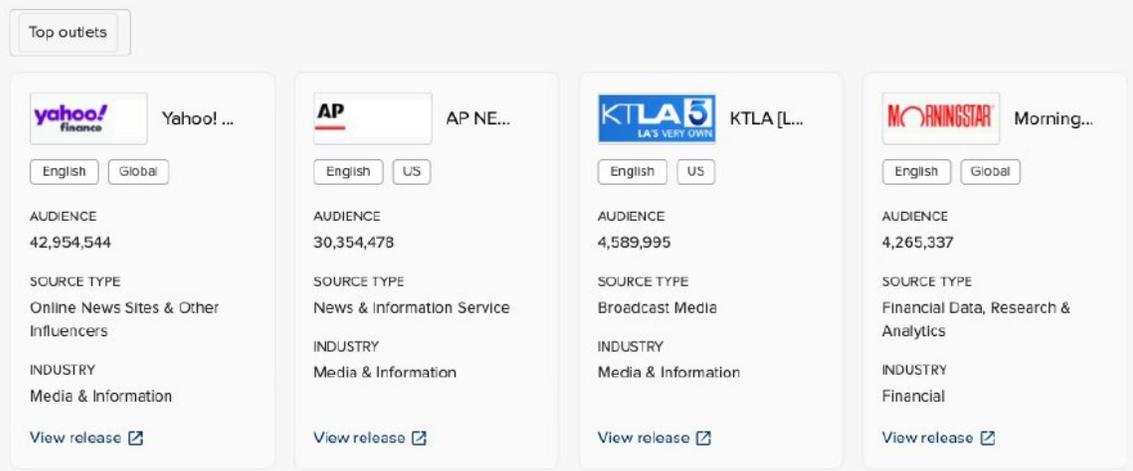
- 1.15.26 – PR Newswire (Dismissal of Lawsuit Files by Craig Deligdish, MD Against Parrish Medical Center) **\*\*142.7M (Audience), 1,000 (Engagement), 6,800 (Traffic)**

#### Wire performance overview

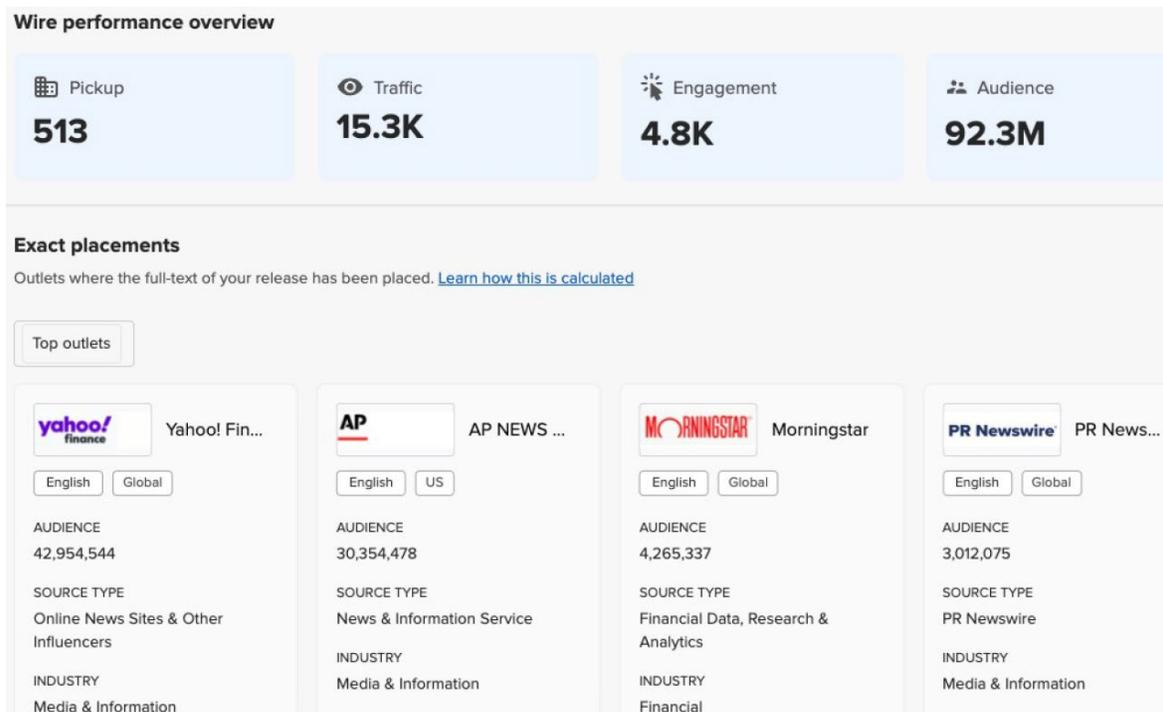


#### Exact placements

Outlets where the full-text of your release has been placed. [Learn how this is calculated](#)



- 1.17.26 – Brevard Business News (The Great Outdoors Ladies Golf Association Strengthens Local Cancer Support with Donation to JPMF) **\*\*40,000**
- 1.23.26 – PR Newswire (Legal Losses Mount for Craig Deligdish, Omni Healthcare; Parrish Medical Center Prevails in Court) **\*\*92.3M (Audience), 4,800 (Engagement)**
- 1.23.26 – Happenings (Parrish Emergency Medicine Experts Urge Flu Season Precautions to Avoid Trip to Hospital Emergency Department); (Lawsuit Against Parrish Medical Center Brought by Criag Deligdish, MD, is Defeated After Judge Throws Our Bulk of Lawsuit); (Parrish Healthcare Open Interviews) **\*\*5,500**
- 1.23.26 – PR Newswire (Legal Losses Mount for Criag Deligdish, OMNI Healthcare; Parrish Medical Center Prevails in Court) **\*\*92.3M (Audience), 4,800 (Engagement), 15,300 (Traffic)**



- 1.30.26 – Happenings (Legal Losses Mount for Craig Deligdish, Omni Healthcare; Parrish Medical Center Prevails in Court) **\*\*5,500**

**\*\*Editions not included under Print Advertising/Impression section**

**News Releases Issued by Others 216,725**

- 1.02.26 – Hometown News (Awards Honor Star Players in Community Work – Parrish Healthcare stars of the Space Coast Awards)
- 1.14.26 – Space Coast Daily (Health First, Parrish Healthcare and BIMDA Form Exclusive Two-year Community Partnership) **\*\*60,000**
- 1.16.26 – Women We Admire (The Top 50 Women Leaders in Healthcare for 2026 – Natalie Sellers) **\*\*32,000**
- 1.18.26 – Space Coast Daily (Parrish Healthcare’s Natalie Sellers Named Among top 50 Women leaders in Healthcare for 2026) **\*\*60,000**

- 1.21.26 – Florida Today (Federal Judge Dismisses OMNI Lawsuit Against Parrish Over COVID Funds)
- 1.22.26 – Florida Today (Judge dismisses Suite Against Parrish Over COVID Vaccines) \*\*  
**50,000**
- 1.26.26 – Hometown News (Health First and Parrish Healthcare Solidify Exclusive Agreement with BIMDA) \*\***14,725**

## PRINT ADS

**Fast. Expert. Emergency Care.**

**PARRISH MEDICAL CENTER**  
PARRISH HEALTHCARE  
951 N. Washington Avenue  
Titusville, FL 32796

Wishing you a happy and healthy New Year!

**2026**

**We're Here When Life Happens**  
Same-day and Next-day Primary Care Appointments!

Because your health doesn't pause, neither do we. Count on Parrish Medical Group primary care for same-day and next-day appointments for non-emergencies.

**Call to schedule now!**  
321-268-6868

**PARRISH MEDICAL GROUP**  
PARRISH HEALTHCARE  
parrishhealthcare.com  
Healthy Experiences for Everyone All the Time®

**PARRISH HEALTHCARE CARDIOVASCULAR**

**PUT YOUR HEART IN THE BEST HANDS**

Whether you need routine checkups, diagnosis testing or specialized treatment, Parrish Healthcare's experienced team of cardiologists offer personalized treatment plans and compassionate care to keep your heart healthy!

- Heart Attack (Acute Myocardial Infarction)
- Electrophysiology (Arrhythmias)
- Atrial Fibrillation and Irregular Heartbeat
- Interventional and Peripheral
- Primary Stroke Care
- Heart Failure and Heart Valves
- Cardiovascular Rehabilitation
- Sleep Disorders
- Respiratory Therapy
- Chronic Obstructive Pulmonary Disease

Visit [parrishhealthcare.com/cardiovascular](http://parrishhealthcare.com/cardiovascular)

**PARRISH HEALTHCARE** | **Cleveland Clinic Connected**  
Healthy Experiences for Everyone All the Time®

**FOCUSED ON THE FUTURE OF PATIENT CARE**

As an ACS surgical quality partner, this is our commitment to you: the highest levels of surgical care, constant evaluation of the care we give and a relentless approach to self-improvement.

**ACS SURGICAL QUALITY PARTNER**

**ACS CoC**  
Commission on Cancer Accreditation

**PARRISH MEDICAL CENTER** | **ACS AMERICAN COLLEGE OF SURGEONS**  
PARRISH HEALTHCARE

This hospital is an ACS Surgical Quality Partner by participating in select ACS Quality Programs.



# Lifelong Wellness. We're With You.

[parrishhealthcare.com/womenshealth](http://parrishhealthcare.com/womenshealth)



PARRISH HEALTHCARE CARDIOLOGY

## PUT YOUR HEART IN THE BEST HANDS

Exceptional heart health begins with exceptional providers. Whether you need routine checkups, diagnostic testing or specialized treatment, Parrish Healthcare's experienced team of cardiologists offer personalized treatment plans and compassionate care to keep your heart healthy!

Visit [parrishhealthcare.com/cardiology](http://parrishhealthcare.com/cardiology)

**PARRISH HEALTHCARE** | **Cleveland Clinic Connected**  
Healing Experiences for Everyone All the Time®

PARRISH HEALTHCARE CENTER | NORTH TITUSVILLE

## MORE ROOM TO CARE, MORE WAYS TO HELP

Parrish Healthcare Center, North Titusville is designed to provide even greater access to the quality care you know and trust. Totalling 24,586 square feet, the center offers comprehensive cancer care and more. Right here, close to home.

- Oncology: Cancer Care, Radiation, Infusion Services and Cancer Boutique
- General Surgery
- Hematology
- Infusion Services
- Laboratory Services: Fully accredited by the College of American Pathologists, we offer blood, drug, glucose and urine tests, lipids panels, sickle cell screenings, blood bank services and more.
- Medical Offices

490 North Washington Avenue  
Titusville, FL 32796

Visit [parrishhealthcare.com/northtitusville](http://parrishhealthcare.com/northtitusville) or call 321-268-6868

**PARRISH HEALTHCARE** | **Cleveland Clinic Connected**  
Healing Experiences for Everyone All the Time®



## Spotlight on Exceptional Care

Standing ovations are earned everyday at Parrish Healthcare

The dedicated team at Parrish Healthcare go above and beyond to support your health journey with personalized care and comprehensive services throughout North Brevard. Whether it's routine check-ups, specialized treatments, surgical procedures or wellness programs, we're here to ensure you shine both on and off the stage.



Discover how we can help you achieve your healthiest performance yet! Visit [parrishhealthcare.com](http://parrishhealthcare.com)



Cleveland Clinic Connected

Healing Experiences for Everyone All the Time®

14 PAR 5

◆ 535  
◆ 486  
◆ 440  
◆ 416

PARRISH HEALTHCARE  
Healing Families  
Healing Communities®  
[parrishhealthcare.com](http://parrishhealthcare.com)

## Meet Your New Urologist!

### Mark Swierzewski, MD

*Dr. Swierzewski is a board-certified urologist with more than 37 years of experience. He sees both male and female patients for the care of all urological conditions.*

#### PARRISH HEALTHCARE UROLOGY

845 Century Medical Drive  
Suite A  
Titusville, FL 32796  
Phone: 321-268-6868

For more information visit  
[parrishhealthcare.com/Swierzewski](http://parrishhealthcare.com/Swierzewski)



Medicare, Medicaid and most insurances accepted.

[parrishmedgroup.com](http://parrishmedgroup.com)

Parish Healthcare Center at Port St. John  
Your Community Healthcare Center  
Your Health, Our Mission

Parish Healthcare Center at Port St. John is proud to serve all of your health care needs. Here you will experience convenient access to superior outpatient services, multi-specialty physicians, diagnostic imaging services and more within a state-of-the-art 220,000-sq-ft "green" healing environment.

5005 Port St. John Parkway, Port St. John, FL 32057  
Located just across from the Port St. John High School



This location offers the following services and more:

- Urgent Care Center
- Community/Outpatient Clinics
- Laboratory Services
- Parish Medical Long Physicians
  - Cardiology
  - Dermatology
  - Endocrinology
  - Geriatric Medicine
  - Orthopedic & Sports Medicine
  - Pain Management
  - Pediatrics
  - Primary Care
  - Parish Sleep Disorders Center
  - Diagnostic Imaging Services
  - The Obesity Medical Specialists
  - Bone Density (DEXA)
  - Computer Tomography (CT)
  - Mammography (Mammogram, 4-View)
  - Magnetic Resonance Imaging (MRI)
  - Mammography
  - Ultrasound
- Rehabilitation Services
  - Occupational Therapy
  - Physical Therapy
  - Speech Therapy

Visit [parishhealthcare.com](http://parishhealthcare.com) or call 321-268-6800 to learn more.



Cleveland Clinic Connected

Healing Experiences for Everyone All the Time®

TO SPOT A STROKE **BE FAST**



**BALANCE**  
LOSS OF BALANCE,  
HEADACHE OR DIZZINESS



**EYES**  
BLURRED  
VISION

**WHEN TO CALL 911**  
If the person shows any of these symptoms, even if the symptoms go away, call 9-1-1 and get them to the hospital immediately. DO NOT DRIVE YOURSELF to the emergency room if you suspect you are having a stroke.

**WATCH FOR SUDDEN**

- Numbness or weakness of the leg
- Confusion or trouble understanding
- Trouble seeing in one or both eyes
- Sudden headache with no known cause



**FACE**  
ONE SIDE OF THE  
FACE IS DROOPING



**ARMS**  
ARM DRAGS  
DOWNWARD



**SPEECH**  
SPEECH DIFFICULT  
OR  
SLOTTED  
OR  
NOT CLEAR



**TIME**  
BEFORE THE  
LAST  
SYMPTOM  
STARTS  
CALL FOR  
AN  
AMBULANCE IMMEDIATELY



Cleveland Clinic Connected

Healing Experiences for Everyone All the Time®

COMMUNITY SUPPORT GROUP SCHEDULE

**A.W.A.K.E. Sleep Support Group**

Meets the second Monday monthly,  
6-7:30 PM  
Parish Healthcare Center, Manatee Conference Room  
5005 Port St. John Parkway, Port St. John  
Contact our Sleep Center team at 321-268-6400

**Cancer and Survivor Support Group**

Meets the third Wednesday monthly,  
4-5:30 PM  
Parish Healthcare Center, North Titusville, Conference Room  
480 North Washington Avenue, Titusville  
Contact Shannon Laker at 321-268-6212, ext. 3564

**Caring for Caregivers Support Group**

Meets the second and fourth Thursday monthly,  
9:30-11:30 AM  
Heritage Hall, 951 North Washington Avenue, Titusville  
Contact Janet Rooks at 321-268-6800

**Early Steps Community Play Date**

Meets the fourth Wednesday monthly,  
9:10-10:30 AM  
The Children's Center  
5650 South Washington Avenue, Titusville  
Contact Mary Coxon at 321-292-4370

**Fearless Café**

Presented by St. Francis Reflections Life Stages Care  
and Parrish Healthcare  
Meets the first Wednesday monthly, 10-11 AM  
Heritage Hall, Parrish Health Village  
951 North Washington Avenue, Titusville  
Contact Janet Rooks at 321-268-6800

**Mom's Support Group**

Meets Mondays, 10-11 AM  
The Children's Center  
5650 South Washington Avenue, Titusville  
Contact Melinda at melinda.hodgson@parishmed.com

**Stroke and Heart Survivors Support Group**

Meets the third Tuesday monthly, 2-4 PM  
Heritage Hall, Parrish Health Village  
951 North Washington Avenue, Titusville  
Contact Janet Rooks at 321-268-6800

**Tools to Quit Smoking Now**

Meets the last Tuesday monthly, 5:30-7:30 PM  
Parish Medical Center, Conference Room 6  
951 North Washington Avenue, Titusville  
Facilitated by Jennifer Wisniewski, Tobacco Free Florida  
407-889-2292, ext. 202

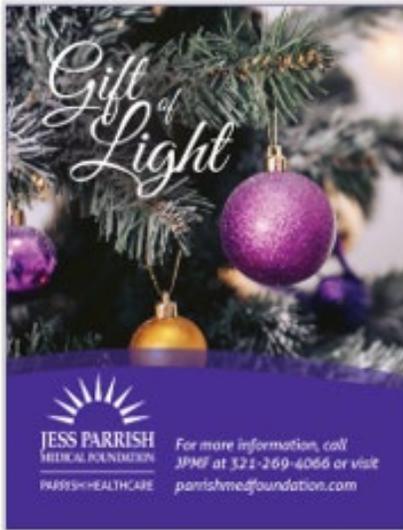


Visit [parishhealthcare.com/events](http://parishhealthcare.com/events)  
for information and to register



Cleveland Clinic Connected

Healing Experiences for Everyone All the Time®



## Thank You to Our Gift of Light Sponsors

**TITLE SPONSOR**  
Josh & Laura Norris

**FIREWORKS SPONSOR**  
Injury Centers of Brevard  
Auto Accidents | Assisted Living | Fire  
DR. NICK & JENNIFER TRAGTELS

**NORTH POLE SPONSORS**  
B BLOOMING  
LAKE LURELL  
HOME & HEALTH SERVICES



**VITAS**  
Healthcare



**SANTA'S WORKSHOP SPONSORS**



Wishing you a happy and  
healthy New Year!



## We're Here When Life Happens

**Same-day and Next-day Primary Care Appointments!**

Because your health doesn't pause, neither do we.

Count on Parrish Healthcare's primary care team for same-day and next-day appointments for non-emergency needs.

*Call to schedule now! 321-268-6868*



 **Cleveland Clinic** Connected

Healing Experiences for Everyone All the Time®

# DIGITAL ADS

PARRISH HEALTHCARE  
CARDIOVASCULAR

PUT YOUR  
HEART  
IN THE BEST  
HANDS



THE JOINT COMMISSION  
AMERICAN HEART ASSOCIATION  
AMERICAN STROKE ASSOCIATION

CERTIFICATION  
PRIMARY STROKE CENTER



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE  
CARDIOVASCULAR

PUT YOUR  
HEART  
IN THE BEST  
HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE  
CARDIOVASCULAR

PUT YOUR  
HEART  
IN THE BEST  
HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE CARDIOVASCULAR

PUT YOUR HEART  
IN THE BEST HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE  
CARDIOVASCULAR

PUT YOUR HEART  
IN THE BEST HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE CARDIOVASCULAR

PUT YOUR HEART  
IN THE BEST HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PUT YOUR HEART  
IN THE BEST HANDS



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

PARRISH HEALTHCARE CARDIOVASCULAR

PUT YOUR  
HEART  
IN THE BEST  
HANDS



THE JOINT COMMISSION  
AMERICAN HEART ASSOCIATION  
AMERICAN STROKE ASSOCIATION

CERTIFICATION  
PRIMARY STROKE CENTER



PARRISH  
HEALTHCARE

Cleveland Clinic Connected

# BILLBOARDS



BULLETIN #005839



BULLETIN #005584



BULLETIN #005514



BULLETIN #005333



BULLETIN #005332



BULLETIN #005331



BULLETIN #005330



BULLETIN #005329



CURRENT

BULLETIN #005306



CURRENT

BULLETIN #005006



BULLETIN #003321



CURRENT

BULLETIN #001904



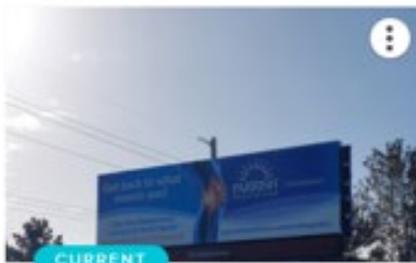
CURRENT

BULLETIN #001903



CURRENT

BULLETIN #001537



CURRENT

BULLETIN #001538



CURRENT

BULLETIN #001155



CURRENT

BULLETIN #001034