SECTION 1. EFFECTIVE DATES  Complete Part A or B

Part A. Effective Date
This is the initial adoption of a profit sharing plan by the Employer.
The Effective Date of this Plan is ________________.
NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

Part B. Restatement Date
This is a restatement of an existing qualified plan (a Prior Plan).
The Prior Plan was initially effective on ________________.
The Effective Date of this restatement is ____________________.
NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed.

SECTION 2. ELIGIBILITY  Complete Parts A through C

Part A. Age and Years of Eligibility Service Requirement
1. Age Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contribution made pursuant to Section Three of the Adoption Agreement after attaining age _____ (no more than 21).

2. Years of Eligibility Service Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of receiving an allocation of any Employer Profit Sharing Contribution made pursuant to Section Three of the Adoption Agreement after completing _____ (enter 0, 1, 2 or any fraction less than 2) Years of Eligibility Service.
NOTE: If either item 1 or item 2 is left blank, it shall be deemed that there are no age and Years of Eligibility Service requirements. If a fraction is selected, an Employee will not be required to complete any specified number of Hours of Service to receive credit for a fractional year. If more than one year is selected by the Employer, all contributions shall be 100% Vested.

Part B. Hours Required For Eligibility Purposes
1. ________ Hours of Service (no more than 1,000) shall be required to constitute a Year of Eligibility Service.

2. ________ Hours of Service (no more than 500 but less than the number specified in Section Two, Part B, item 1, above) must be exceeded to avoid a Break in Eligibility Service.

3. For purposes of determining Years of Eligibility Service, an Employee shall be given credit for Hours of Service with the following predecessor employer(s) (complete if applicable). ________________________________.

Part C. Entry Dates
The Entry Dates for participation shall be (select one):
Option 1: ☐ The first day of the Plan Year and the first day of the seventh month of the Plan Year.
Option 2: ☐ Other (specify) ____________________________.

NOTE: If no option is selected, Option 1 shall be deemed to be selected. Option 2 can be selected only if the eligibility requirements and Entry Dates are coordinated such that each Employee will become a Participant in the Plan no later than the earlier of: (1) the first day of the Plan Year beginning after the date the Employee satisfies the age and service requirements of Section 410(a) of the Code; or (2) six months after the date the Employee satisfies such requirements.

SECTION 3. CONTRIBUTIONS  Complete Parts A and B

Part A. Employer Profit Sharing Contributions

1. Contribution Formula
For each Plan Year the Employer will contribute an amount to be determined from year to year.

2. Allocation Formula (select one):
Option 1: ☐ Pro Rata Formula. Employer Profit Sharing Contributions shall be allocated to the Individual Accounts of Qualifying Participants in the ratio that each Qualifying Participant’s Compensation for the Plan Year bears to the total Compensation of all Qualifying Participants for the Plan Year.

Option 2: ☐ Integrated Formula. Employer Profit Sharing Contributions shall be allocated pursuant to the integrated allocation formula provided in Section 3.01(B)(2) of the Plan.
The integration level shall be (select one):
Suboption (a): ☐ The Taxable Wage Base.
Suboption (b): ☐ $_________ (a dollar amount less than the Taxable Wage Base).
Suboption (c): ☐ ________ percent (not more than 100 percent) of the Taxable Wage Base.

NOTE: If no suboption is selected, Suboption (a) shall be deemed to be selected.
**Qualifying Participants**

A Participant will be a Qualifying Participant and thus entitled to share in the Employer Profit Sharing Contribution for any Plan Year only if the Participant is a Participant who has satisfied all of the eligibility requirements of Section Two of this Adoption Agreement on at least one day of such Plan Year and, if such Participant has incurred a Termination of Employment, satisfies the following Hours of Service requirement (select one):

**Option 1:** ☐ The Participant completes at least 500 Hours of Service during the Plan Year.

**Option 2:** ☐ The Participant completes at least ________ (not more than 500) Hours of Service during the Plan Year.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

### SECTION 4. VESTING AND FORFEITURES

**Part A. VESTING SCHEDULE FOR EMPLOYER PROFIT SHARING CONTRIBUTIONS**

A Participant shall become Vested in his or her Individual Account derived from Employer Profit Sharing Contributions made pursuant to Section Three of the Adoption Agreement as follows (select one):  

1. **Current Vesting Schedule**

<table>
<thead>
<tr>
<th>YEARS OF VESTING SERVICE</th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
<th>Option 5</th>
<th>(Complete if Chosen)</th>
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**NOTE:** If no option is selected, Option 3 shall be deemed to be selected.

2. **Prior Vesting Schedule** (Complete this Part A, item 2 only if the Plan has been amended to include a less favorable vesting schedule.)

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<tr>
<th>YEARS OF VESTING SERVICE</th>
<th>Option 1</th>
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**Part B. HOURS REQUIRED FOR VESTING PURPOSES**

1. ________ Hours of Service (no more than 1,000) shall be required to constitute a Year of Vesting Service.

2. ________ Hours of Service (no more than 500 but less than the number specified in this Section 4, Part B, item 1, above) must be exceeded to avoid a Break in Vesting Service.

3. For purposes of determining Years of Vesting Service, an Employee shall be given credit for Hours of Service with the following predecessor employer(s) (complete if applicable).

**Part C. EXCLUSION OF CERTAIN YEARS OF VESTING SERVICE**

All of an Employee’s Years of Vesting Service with the Employer are counted to determine the Vested percentage in the Participant’s Individual Account except (select any that apply):

☐ Years of Vesting Service before the Employee reaches age 18.

☐ Years of Vesting Service before the Employer maintained this Plan or a predecessor plan.
**SECTION 5. Distributions and Loans**

**Complete Parts A and B**

**In-Service Withdrawals of Employer Profit Sharing Contributions**

May a Participant request a distribution from the Plan of that portion of the Participant's Individual Account attributable to Employer Profit Sharing Contributions pursuant to Section 5.01(A)(4) of the Plan (select one)?

- **Option 1:** ☐ Yes.
- **Option 2:** ☐ Yes, but only with respect to a Participant who is 100% Vested in his or her Individual Account attributable to Employer Profit Sharing Contributions.
- **Option 3:** ☐ No.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

If either Option 1 or Option 2 is selected, will such distributions be permitted only on account of hardship pursuant to Section 5.01(A)(5) of the Plan?

- **Suboption 1:** ☐ Yes.
- **Suboption 2:** ☐ No.

**NOTE:** If no option is selected, Suboption 2 will be deemed to be selected.

**Loans**

May a Participant request a loan pursuant to Section 5.19 of the Plan?

- **Option 1:** ☐ Yes.
- **Option 2:** ☐ No.

**NOTE:** If no option is selected, Option 2 shall be deemed to be selected.

---

**SECTION 6. Definitions**

**Complete Parts A through D**

**Plan Year Means**

- **Option 1:** ☐ The 12-consecutive month period which coincides with the Adopting Employer's Fiscal Year.
- **Option 2:** ☐ The calendar year.
- **Option 3:** ☐ Other 12-consecutive month period *(Specify a 12-consecutive month period selected in a uniform and nondiscriminatory manner.)*

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

If the initial Plan Year is less than 12 months (a short Plan Year) specify such Plan Year's beginning and ending dates.

**Hours of Service Equivalencies**

Service will be determined on the basis of *(select one):*

- **Option 1:** ☐ Actual hours for which an Employee is paid or entitled to payment.
- **Option 2:** ☐ Days worked. An Employee will be credited with 10 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least one Hours of Service during the day.
- **Option 3:** ☐ Weeks worked. An Employee will be credited with 45 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least one Hours of Service during the week.
- **Option 4:** ☐ Semi-Monthly payroll periods worked. An Employee will be credited with 95 Hours of Service if under the definition of Hours of Service such Employee would be credited with at least one Hours of Service during the semi-monthly payroll period.
- **Option 5:** ☐ Months worked. An Employee will be credited with 190 Hours of Service if under the definition of Hours of Service Section such Employee would be credited with at least one Hours of Service during the month.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected. This Section Six, Part B will not apply if the elapsed time method of Section Six, Part C is selected.

**Elapsed Time Method**

In lieu of tracking Hours of Service of Employees, will the elapsed time method described under the definition of Hours of Service be used *(select one)?*

- **Option 1:** ☐ No.
- **Option 2:** ☐ Yes.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

**Eligibility Computation Period**

An Employee's Eligibility Computation Periods subsequent to his or her initial Eligibility Computation Period shall be *(select one):*

- **Option 1:** ☐ The 12-consecutive month periods commencing on the anniversaries of his or her Employment Commencement Date.
- **Option 2:** ☐ The Plan Year commencing with the Plan Year beginning during his or her initial Eligibility Computation Period.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

---

**SECTION 7. Miscellaneous**

**Complete Parts A and B**

**Participant Direction**

Will a Participant be responsible for directing the investment of his or her Plan assets pursuant to Section 7.22(B) of the Plan?

- **Option 1:** ☐ Yes.
- **Option 2:** ☐ No.

**NOTE:** If no option is selected, Option 1 shall be deemed to be selected.

**Permissible Investments**

The assets of the Plan shall be invested only in those investments described below *(to be completed by the Prototype Sponsor):*

---
SECTION 8.

**Part A.**

**Custodian**  
(This Part A must be completed unless a Trustee is named in Part B, below.)

- **Financial Organization**
  - 
  - 

- **Signature**
  - 
  - 

- **Type Name**
  -
  - **Title**

**Part B.**

**Trustee**  
(This Part B must generally be completed unless the Plan covers one or more Self-Employed Individuals or satisfies another exception under Section 403(b) of ERISA. Select one.)

- **Option 1:** 
  - Financial Organization as Trustee

- **Option 2:** 
  - Individual Trustee(s)

The Trustee of this Plan shall be a:  
- Directed Trustee
- Discretionary Trustee

- **Name of Trustee**
  - 
  - 

- **Address**
  - 
  - 

- **Telephone**
  - 
  - 

- **Signature**
  - 
  - **Title**

- **Name of Trustee**
  - 
  - 

- **Address**
  - 
  - 

- **Telephone**
  - 
  - 

- **Signature**
  - 
  - **Title**

- **Name of Trustee**
  - 
  - 

- **Address**
  - 
  - 

- **Telephone**
  - 
  - 

- **Signature**
  - 
  - **Title**

SECTION 9.

**EMPLOYER SIGNATURE**  
Important: Please read before signing

**Prototype Sponsor**

- **Name of Prototype Sponsor**
  - 

- **Address**
  - 

- **Telephone**
  -

- Check here if there is an attachment(s) that applies to this Plan (if the box is checked, please describe the attachment(s) below.)

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust agreement used in lieu of the trust agreement contained in the Basic Plan Document.

- **Signature of Adopting Employer**
  -
  - **Date Signed**

**NOTE:** The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Code except to the extent provided in Revenue Procedure 2000-20, 2000-6 I.R.B. 553 and Announcement 2001-77, 2001-30 I.R.B. An Employer who has ever maintained or who later adopts any Plan (including a welfare benefit fund, as defined in Section 419(c) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(h)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Sections 415 and 416 of the Code. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Sections 415 and 416 of the Code, application for a determination letter must be made to Employer Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2000-20 and Announcement 2001-77. This Adoption Agreement may be used only in conjunction with Basic Plan Document #01.