Reset Form

TD Ameritrade Institutional

QUALIFIED RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION

FLEXIBLE STANDARDIZED 401(K) PROFIT SHARING PLAN

Plan Name:

Your Employer has adopted the qualified retirement plan named above ("the Plan") to help you and other employees save for retirement.

Your Employer established the Plan by signing a complex legal agreement—the Plan document—which contains all of the provisions that the Internal Revenue Service (IRS) requires. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. Your Employer also has the right to modify certain features of the Plan from time to time. You will be notified about changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about certain Plan features or have questions about the information contained in this SPD, you should contact your Plan Administrator. You may also see a copy of the Plan document by making arrangements with your Plan Administrator. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document—not this SPD—will apply.

This SPD summarizes features of your Employer's current Plan document. When the Plan is being restated (updated), you will receive a revised SPD. When you receive a revised SPD, please note that some provisions from prior versions of your Employer's Plan document may continue to apply to some of the assets under the Plan. In addition, some provisions under this Plan document may have special effective dates. A summary of any prior Plan provisions or special effective dates (and who is affected by these special provisions) is listed in the section titled EFFECTIVE DATES.

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TD Ameritrade Institutional

Account # ______________________
Advisor # ______________________

EMPLOYER INFORMATION

Who established the Plan?

The official name of the Plan is ____.

The Employer who adopted the Plan is ____.

Business Address: ____

Business City: ______________________________ State: __________________ Zip Code: ______________

Business Telephone Number: ____

Federal Tax Identification Number: ____

Tax Year End: ____

Plan Sequence Number: ____

Additional employers that share common ownership with your Employer may also adopt the Plan. You may obtain a complete list of other employers adopting the Plan by submitting a written request to your Plan Administrator.

EFFECTIVE DATES

When did the Plan become effective?

☐ ***New Plan***

The effective date of the Plan is ______________________.

Unless otherwise indicated below, Deferrals will be effective on the same date as the Plan.

You may begin making Deferrals on

☐ The next payroll date following the effective date listed above.

☐ ______________________.

☐ ***Amendment & Restatement of a Prior Plan***

Your Employer has amended and restated the Plan, which was originally adopted on ______________________.

The effective date of this amended Plan is ______________________.

☐ This Plan is a frozen Plan effective on ______________________. You will not be eligible to contribute to the Plan based on Compensation earned after this date. You will not be eligible for any additional Employer contributions after this date unless your Employer must make a contribution to meet prior obligations or certain IRS requirements for the year the Plan is frozen.

Unless otherwise indicated below, Deferrals will be effective on the same date as the amended Plan, if they are added by this amendment or restatement.

You may begin making pre-tax Deferrals on

☐ The next payroll date following the effective date listed above.

☐ ______________________.

You may begin making Roth Deferrals on

☐ The next payroll date following the effective date listed above.

☐ ______________________.

Note: *Deferral commencement dates are only included here if pre-tax and/or Roth Deferrals are new to the Plan with this amendment.*

Special Effective Dates

If indicated on the lines below, certain features of the Plan take effect on the dates listed rather than on the general Plan effective date listed above.

____

____

____

ELIGIBILITY

Q1. What age and/or service requirements do I have to meet before I am eligible to participate in the Plan?

You will generally become eligible to participate in the Plan after you meet the age and service requirements for each type of contribution listed below.

Age: Deferrals _____ Matching Contributions _____ Profit Sharing Contributions _____

Eligibility Service:

☐ No eligibility service requirements apply.

- ☐ Deferrals ☐ Matching Contributions ☐ Profit Sharing Contributions

☐ You must complete _____ consecutive months of eligibility service.

- ☐ Deferrals ☐ Matching Contributions ☐ Profit Sharing Contributions

☐ You must complete _____ consecutive months of eligibility service during which you work at least _____hours.

- ☐ Deferrals ☐ Matching Contributions ☐ Profit Sharing Contributions

☐ You must complete one year of eligibility service.

- ☐ Deferrals ☐ Matching Contributions ☐ Profit Sharing Contributions

☐ You must complete two years of eligibility service.

- ☐ Matching Contributions ☐ Profit Sharing Contributions

☐ Other.

- ☐ Deferrals ____
- ☐ Matching Contributions ____
- ☐ Profit Sharing Contributions ____

You will be credited with a year of eligibility service if

- ☐ You worked at least __________ hours during the eligibility measuring period. You will need to work __________ hours to avoid a break in eligibility service.
- ☐ Not applicable. There is either no service requirement, or a partial-year service requirement, for you to participate in the Plan for all types of contributions, or the elapsed time method of determining service is used. If the elapsed time method is used (refer to the definition of Hours of Service) no set number of hours will be required and you will incur a break in service for eligibility purposes if you terminate service with your Employer and do not work for a full 12-month period.

Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on

- ☐ the Plan Year.
- ☐ a 12-month period beginning with the anniversary of your hire date.
- ☐ Not applicable. There is either no service requirement, or a partial-year service with no hours requirement, for you to participate in the Plan for all types of contributions, or the elapsed time method of determining service is used. If the elapsed time method is used (refer to the definition of Hours of Service) your eligibility measuring period will always be calculated based on a 12-month period beginning with the first anniversary of your hire date.

These service requirements will not apply to you, and you will be eligible to enter the Plan on the next entry date if you

- ☐ were employed by the Employer on ________________, and you are included in the following group(s):

  ____ .

- ☐ became an employee when your prior employer was merged with or acquired by the Employer, you were employed on ______________________, and you were employed by the following employers or are included in the following group(s):

  ____ .

If the Plan document is being amended or restated on to a new Plan document and you were eligible to participate in the prior plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Q2. If I have met the age and service requirements, will I be eligible to participate in the Plan?

You will be eligible to participate in the Plan after meeting certain age and service requirements described in Question 1 above, unless you fall into one of the categories listed below.

- ☐ You are covered by a collective bargaining agreement (for example, a union agreement) and your exclusion from coverage under this Plan was part of the negotiated agreement.
- ☐ You are a nonresident alien and you received no income from within the United States.
- ☐ You became an employee as a result of a recent merger, acquisition, or similar transaction.

Q3. When can I enter the Plan?

Once you have met any age and service requirements indicated above, you will enter the Plan

- ☐ immediately.
- ☐ the first day of the next month.
- ☐ the first day of the next quarter.
- ☐ the next semi-annual entry date (the first day of the Plan Year and the first day of the seventh month of the Plan Year).
- ☐ the first day of the next Plan Year.
- ☐ other ______________________________.

Q4. What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you meet the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by the Employer, even if you have a break in eligibility service. If you had not yet met the eligibility requirements and had a break in eligibility service, the periods before your break in service will not be taken into account, and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided certain service during a national emergency (and re-employment is protected under federal or state law), and you start working again for your same Employer within the time required by law.

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment or having a break in eligibility service, and are later rehired, you will enter the Plan immediately.

Q5. Once I am a Plan Participant, what must I do to continue to participate in the Plan?

You will continue to participate in the Plan as long as you do not become a member of an excluded class. If you become a member of an excluded class you will no longer be able to contribute to the Plan. However, your years of vesting service will continue to accumulate as long as you are still employed by the Employer.

CONTRIBUTIONS

Q1. Can I contribute to the Plan?

Employee Deferrals ☐ Yes ☐ No

If "Yes" is selected, you will be able to contribute a portion of your Compensation as a Deferral once you have met the eligibility requirements and entered the Plan. The Plan allows you to make the following types of Deferral contributions.

- ☐ Pre-tax Deferral
- ☐ Roth Deferral

The amount of your Compensation that you decide to defer into the Plan will be contributed on a pre-tax basis unless the Roth Deferral option is selected above and you make a Roth Deferral election on your Deferral election form, or by following other procedures established by your Plan Administrator. If you make pre-tax Deferrals, that means that, unlike the compensation that you actually receive, the pre-tax contribution (and all of the earnings accumulated while it is invested in the Plan) will not be taxed at the time it is paid by your Employer. Instead, it will be taxable to you when you take a payment from the Plan. These contributions will reduce your taxable income each year you make a contribution but will be treated as compensation for Social Security taxes.

> **EXAMPLE:** Your Compensation is $25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a pre-tax Deferral. Your Employer will pay you $23,750 as gross taxable income and will deposit $1,250 (5%) into the Plan. You will not pay income taxes on the $1,250 (plus any earnings on the $1,250) until you withdraw it from the Plan.

If you have the choice of treating your Deferrals as Roth Deferrals rather than as pre-tax Deferrals and you choose the Roth Deferral option, Roth Deferrals are contributed to the Plan from amounts that have already been treated as taxable income. Roth Deferrals will not reduce your taxable income in the year in which it is paid by your Employer. Instead, the benefit of making Roth contributions comes when you take a payment from the Plan: both the contributions and the earnings on those contributions are paid out tax free as long as you meet certain requirements for a qualified payment.

> **EXAMPLE:** Your Compensation is $25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a Roth Deferral. Your Employer will pay you $23,750 as income and will deposit $1,250 (5%) into the Plan. You will include the entire $25,000 in your income for the year it was earned even though you didn't receive the $1,250 that was contributed to the Plan. When you withdraw the $1,250 contribution from the Plan, it will be tax-free (along with all of the earnings that have accumulated on that contribution) if you take a qualified payment. For more information regarding qualified payments from Roth Deferrals, please refer to the DISTRIBUTIONS AND LOANS section of this SPD.

Deferrals (and the related earnings) are always fully vested and cannot be forfeited. If you were to leave your Employer, you would be entitled to the full Deferral balance (plus earnings) when you are eligible for a payment.

Your Employer allows you to contribute the following portion of your Compensation to the Plan each year as Deferrals.

- ☐ _________% to _________% of your Compensation in increments of _________%.
- ☐ Any dollar amount or percentage of your Compensation up to the limits permitted by the law and regulations governing 401(k) plans.

The maximum dollar amount that you can contribute to the Plan each year is $17,500 (for 2014) and includes contributions you make to other deferral plans (for example, other 401(k) plans, salary deferral SEP plans, 403(b) plans). This amount will increase as the cost-of-living increases. Both pre-tax Deferrals and Roth Deferrals are taken into account when calculating this limit. The Plan Administrator may further limit the amount that you can contribute to the Plan to help the Plan satisfy certain testing requirements. The Plan Administrator will notify you if you are a Highly Compensated Employee and subject to these special limits.

If you are eligible to make Deferrals and are age 50 or older before the end of any calendar year, you may defer up to an extra $5,500 (for 2014) each year into the Plan as a Deferral once you meet certain Plan limits. The maximum catch-up amount will increase as the cost-of-living increases.

Separate Deferral Election for Bonuses ☐ Yes ☐ No

If "Yes" is selected you may make a separate Deferral election to apply to bonuses you receive. If you do not make a separate election, the Deferral amount or percentage you elected to have taken from each of your paychecks will apply to any bonuses you receive. If "No" is selected, the Deferral amount or percentage taken from each paycheck will also apply to your bonuses.

Q2. How do I start making contributions?

To begin deferring a portion of your Compensation into the Plan, you must complete a Deferral election form or follow another Deferral election process provided to you by your Plan Administrator.

Q3. Can I change my contribution rate or stop making Deferrals after I start participating in the Plan?

You may change the amount you are deferring into the Plan—or stop making Deferrals altogether—at the times indicated below by submitting a new Deferral election form or by notifying your Plan Administrator of your desire to change your Deferral rate using another method approved by your Plan Administrator (for example, internet or telephone voice response system).

You may change the amount of your Deferrals at the times designated by your Plan Administrator. You will generally need to notify your Plan Administrator, in writing, at least 30-days before you wish to stop making Deferrals unless your Plan Administrator designates a different time period or procedure. Once you have stopped your Deferrals, you may begin deferring a portion of your Compensation into the Plan as a Deferral again on the first day of the next Plan Year and the first day of the seventh month of the next Plan Year, unless your Plan Administrator decides to allow more frequent options. If the Plan allows you to make Roth Deferrals, you may also change the amount of your Deferrals that are characterized as pre-tax versus Roth Deferrals as often as listed above for changing the amount of your Deferrals. This change will apply only to new Deferrals and will not change the tax character of Deferrals already contributed to the Plan.

Q4. What if I contribute too much to the Plan?

If you contribute too much to the Plan as a Deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Employer, in writing, of the excess amount by

- ☐ March 1.
- ☐ Other ____.

The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply.

If you are a Highly Compensated Employee and the Plan is not a safe harbor 401(k) plan, the Deferrals that you and all other Highly Compensated Employees contribute to the Plan will be compared with the Deferrals of employees who are not highly compensated. If Deferrals of the Highly Compensated Employees exceed certain limits, a portion of your Deferrals may be returned to you. Your Plan Administrator will notify you if you are affected by these rules.

Q5. What if I don't make an election to contribute into the Plan?

You are not required to defer a portion of your Compensation into the Plan. If you elect 0% on the Deferral election form or using some other procedure established by your Plan Administrator (or you simply fail to make a Deferral election), you will not be enrolled in the Plan as a deferring Participant (that is, 0% of your Compensation will be deferred into the Plan) unless one of the three automatic contribution elections is selected below.

☐ ***Automatic Contribution Arrangement (ACA) or*** ☐ ***Eligible Automatic Contribution Arrangement (EACA)***

If either ACA or EACA is selected above and you have satisfied the eligibility requirements, but do not make a Deferral election, your Plan Administrator will automatically contribute a portion of your Compensation into the Plan as indicated below. You are not required to defer a portion of your Compensation into the Plan and may instruct your Plan Administrator to stop Deferrals or to defer a different amount by completing a Deferral election form and delivering it to your Plan Administrator or following other procedures established by your Plan Administrator.

You will be automatically enrolled if you are a:

- ☐ Newly hired employee.
- ☐ Newly eligible employee.
- ☐ Current employee who has met the eligibility requirements and has not made a Deferral election.

☐ ***Qualified Automatic Contribution Arrangement (QACA)***

If a QACA is selected above and you have satisfied the eligibility requirements but do not make a Deferral election, your Plan Administrator will automatically contribute a portion of your Compensation into the Plan as indicated below. In addition, your Plan Administrator will make a QACA ADP safe harbor contribution to the Plan on your behalf. You are not required to defer a portion of your Compensation into the Plan and may instruct your Employer to stop Deferrals or to defer a different amount by completing a Deferral election form and delivering it to your Plan Administrator.

EXAMPLE 1: Your Plan Administrator automatically enrolls Participants who do not make a Deferral election and defers 4% of their Compensation into the Plan. You satisfy the Plan's eligibility requirements and do not enroll in the Plan during the designated time period. You will automatically be enrolled in the Plan and 4% of your Compensation will be contributed to the Plan rather than being paid to you as Compensation.

EXAMPLE 2: Your Plan Administrator automatically enrolls Participants who do not make a Deferral election and defers 4% of their Compensation into the Plan. You satisfy the Plan's eligibility requirements and you make a specific election of 0%. Because you made a specific election regarding your Deferrals, you will not be automatically enrolled in the Plan and none of your Compensation will be contributed to the Plan.

Q6. If I am automatically enrolled, how much will be contributed on my behalf and will the amount of the contributions change?

ACA or EACA

If either ACA or EACA is selected in Question 5 above and you do not make a Deferral election, the amount that will be automatically contributed from your paycheck is:

☐ _______% of your Compensation.

☐ _______% of your Compensation, or if greater, the percent of your Compensation deferred into the Plan before your automatic enrollment.

Your automatic contribution amount will be reset to the amount described above if no portion of your Deferrals has been automatically contributed to the Plan under the EACA for an entire Plan Year.

EXAMPLE 1: You were automatically enrolled at 3% of your Compensation in 2012. You terminated your employment late in 2012 and were rehired during the 2014 Plan Year. Because you did not work for the Employer during the 2013 Plan Year, in 2014 you will be treated as a new employee for purposes of the automatic enrollment provision and you will be automatically enrolled at 3% again. This is the case even if the Plan has an automatic increase feature as described below.

EXAMPLE 2: You were hired in 2012 and affirmatively elected to have 5% withheld from your pay. You terminated your employment late in 2012 and were rehired during the 2014 Plan Year. Because you did not work for the Employer during the 2013 Plan Year, in 2014 you will be treated as a new employee for purposes of the automatic enrollment provision and you will be automatically enrolled at the initial automatic enrollment percentage unless a new affirmative election is made.

If you were automatically enrolled under an ACA or EACA, your Plan Administrator will automatically increase the amount of your Deferrals as indicated below.

Automatic Deferral Increases

☐ Yes. Your Deferral amount will be increased by ________% of Compensation per paycheck once per year up to a maximum rate of ________%.

☐ No.

The automatic increase will occur on

☐ the first day of each Plan Year.

☐ the first day of each calendar year.

☐ other ____ .

You are not required to participate in the Plan and may instruct your Plan Administrator to stop Deferrals or to defer a different percentage by completing a new Deferral election form or following some other procedure established by your Plan Administrator.

QACA

If a QACA is selected above, and depending on the elections made by your Employer, the portion of your Compensation that will be automatically contributed from each paycheck to the Plan may increase over time. The QACA rate schedule for the Plan is:

	☐ **Option 1**	☐ **Option 2**
Initial Rate	3%	_______%
Rate Two	4%	_______%
Rate Three	5%	_______%
Rate Four	6%	_______%
Rate Five	N/A	_______%
Rate Six	N/A	_______%
Rate Seven	N/A	_______%
Rate Eight	N/A	_______%

If the above chart shows that the amount automatically contributed on your behalf will increase, those increases will occur according to the following schedules.

QACA Increase Timing in Initial Period

If "Yes" is selected below, and if you were automatically enrolled under QACA, your Plan Administrator will automatically increase the amount of your Deferrals during the Initial Period on the date indicated.

☐ Yes, on the first day of the Plan Year.

☐ Yes, on the first day of the calendar year.

☐ Yes, on ___________________________.

☐ No.

QACA Increase Timing in Subsequent Periods

QACA rate increases following your Initial Period, if applicable, will occur on

☐ the first day of each Plan Year.

☐ the first day of each calendar year.

☐ Other ____.

The Initial Period for determining your automatic contribution amount will be reset if no portion of your Deferrals has been automatically contributed to the Plan under the QACA for an entire Plan Year.

Q7. Will my Employer make contributions on my behalf under the QACA?

QACA Safe Harbor Contributions

Your Employer will make QACA employer contributions to

☐ only non-Highly Compensated Employees who are eligible.

☐ all employees who are eligible.

QACA ADP Safe Harbor Contributions

Your Employer will make a QACA ADP safe harbor employer contribution on your behalf based on the following formula.

☐ QACA Basic Matching Contribution –

Base Rate: Your Employer will make a QACA ADP safe harbor Matching Contribution of 100% on your Deferrals up to 1% of your Compensation, plus

Tier 2: Your Employer will make a QACA ADP safe harbor Matching Contribution of 50% on your Deferrals between 1% and 6% of your Compensation.

☐ QACA Enhanced Matching Contribution –

Base Rate: Your Employer will make a QACA ADP safe harbor Matching Contribution of ______% on your Deferrals up to ______% of your Compensation, plus

Tier 2: Your Employer will make a QACA ADP safe harbor Matching Contribution of ______% on your Deferrals between ______% and ______% of your Compensation.

☐ QACA Nonelective Contribution – A _______% Nonelective Contribution to the Plan on your behalf.

QACA ACP Safe Harbor Matching Contributions

In addition to the QACA ADP safe harbor contribution described above, your Employer may choose to make an additional Matching Contribution to the Plan on your behalf. If your Employer makes a QACA ACP safe harbor Matching Contribution, it will be allocated based on the following formula.

☐ Percentage of Contribution Match – Your Employer will make a QACA ACP safe harbor Matching Contribution of ________% on your Deferrals up to ________% of your Compensation.

☐ Discretionary Formula – Your Employer will decide whether to make a QACA ACP safe harbor Matching Contribution to the Plan. The additional QACA ACP safe harbor Matching Contribution will be based on the percentage of Compensation that you contribute to the Plan as a Deferral.

☐ Not applicable. Your Employer will not make a QACA ACP safe harbor Matching Contribution unless necessary to timely allocate forfeitures.

Q8. If I make a specific election, will the amount of my contributions change?

Rate Increases If You Have Chosen to Defer

☐ Yes. If your Deferral election is less than ________% of your Compensation, your Deferral amount will be increased ________% per paycheck once per year up to maximum rate of ________%.

☐ Yes. If your Deferral election is less than ________% of your Compensation your Deferral amount will be increased by ________.

☐ No.

The automatic increase will occur on

☐ the first day of each Plan Year.

☐ the first day of each calendar year.

☐ other ____ .

Q9. If I make contributions to the Plan, will my Employer match any of those contributions?

Matching Contributions ☐ Yes ☐ No

If "Yes" is selected, each year that you contribute a portion of your Compensation into the Plan and meet any additional conditions outlined below, your Employer may choose to make a contribution to the Plan as a Matching Contribution on your behalf. If "No" is selected, the information in the remainder of this Question 9 will not apply to the Plan.

Match Availability – Matching Contributions will be made with respect to the following employee contributions.

- ☐ Deferrals
- ☐ Nondeductible Employee Contributions
- ☐ Catch-up Contributions

Matching Contribution Formula – Each year that you make one of the types of contributions listed above and you satisfy any additional requirements for receiving a Matching Contribution, your Employer will make a Matching Contribution to the Plan on your behalf based on the following formula.

- ☐ Discretionary Match – The amount of the Matching Contribution will be determined by your Employer. Some years, your Employer may choose not to make a Matching Contribution.
- ☐ Percentage of Contribution Match – Your Employer will make a Matching Contribution of ________% on your Deferrals up to ________% of your Compensation.
- ☐ Two-Tiered Match –

Base Rate: Your Employer will make a Matching Contribution of ________% on your Deferrals up to ________% of your Compensation, plus

Tier 2: Your Employer will make a Matching Contribution of ________% on your Deferrals between ________% and ________% of your Compensation.

Matching Contribution Limit
Your Matching Contributions each year will be limited to $_________________ or ________% of your Compensation.

Additional Requirements for Receiving Matching Contributions
To qualify to receive a Matching Contribution for the Plan Year during which you terminate your employment, you must meet the eligibility requirements for Matching Contributions and must also meet the following requirements.

☐ You must work at least __________ hours during the Plan Year, or __________ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

If an Hour of Service requirement was selected above, it will not apply if any of the following occur:

- ☐ You die.
- ☐ You terminate employment after becoming Disabled.
- ☐ You terminate employment after reaching the Normal Retirement Age.
- ☐ You terminate employment after reaching the Early Retirement Age.
- ☐ No additional requirements apply.

Q10. Will my Employer make safe harbor contributions on my behalf?

Safe Harbor Contributions ☐ Yes ☐ No

If "Yes" is selected, your Employer has elected to operate this Plan as a safe harbor 401(k) plan. This means that the Plan will be exempt from certain compliance testing requirements because of the safe harbor contributions that will be made to the Plan, as described below. Safe harbor contributions will be fully vested at all times and cannot be forfeited, even if you terminate employment.

Your Employer will make safe harbor contributions to

- ☐ only non-Highly Compensated Employees who are eligible for safe harbor contributions.
- ☐ all employees who are eligible for safe harbor contributions.

Your Employer will make the following safe harbor contributions:

ADP Safe Harbor Contribution Formula

☐ Basic Matching Formula

Base Rate: Your Employer will make an ADP safe harbor Matching Contribution of 100% on your Deferrals up to 3% of your Compensation, plus

Tier 2: Your Employer will make an ADP safe harbor Matching Contribution of 50% on your Deferrals between 3% and 5% of your Compensation.

☐ Enhanced Matching Formula

Base Rate: Your Employer will make an ADP safe harbor Matching Contribution of ________% on your Deferrals up to ________% of your Compensation, plus

Tier 2: Your Employer will make an ADP safe harbor Matching Contribution of ________% on your Deferrals between ________% and ________% of your Compensation.

☐ Safe Harbor Nonelective Contribution – your Employer will make a Nonelective Contribution equal to ________% of your Compensation.

ACP Safe Harbor Contribution Formula
In addition to the ADP safe harbor contribution, your Employer will make the following ACP safe harbor contributions:

- ☐ Percentage of Contribution Match – Your Employer will make an ACP safe harbor Matching Contribution of ________% on your Deferrals up to ________% of your Compensation.
- ☐ Discretionary Match – The amount of the ACP safe harbor Matching Contribution will be determined by your Employer. Some years, your Employer may choose not to make an ACP safe harbor Matching Contribution. The ACP safe harbor Matching Contribution will be based on the percentage of Compensation that you contribute to the Plan as a Deferral.
- ☐ Not applicable. Your Employer will not make an ACP safe harbor Matching Contribution unless necessary to timely allocate forfeitures.

Q11. Will my Employer make Profit Sharing Contributions to the Plan?

Profit Sharing Contributions ☐ Yes ☐ No

If "No" is selected, the information in the remainder of this Question 11 does not apply to the Plan.

If "Yes" is selected above, your Employer will make Profit Sharing Contributions to the Plan

- ☐ in the amount of which will be determined each year by your Employer. Some years, your Employer may choose not to make a contribution.
- ☐ equal to ________% of Compensation.

If your Employer has elected to make a Profit Sharing Contribution, it will be allocated based on the following formula:

- ☐ Your Employer will make a Profit Sharing Contribution based on a percentage of your Compensation as compared to all eligible Participants' Compensation.
- ☐ Your Employer will make a Profit Sharing Contribution in the same dollar amount to all Plan Participants.
- ☐ Your Employer will make a Profit Sharing Contribution based on a percentage of your Compensation, plus your Employer will make an additional contribution if you have Compensation above the integration level. The integration level will be
  - ☐ the Taxable Wage Base ($117,000 for 2014).
  - ☐ ________% of the Taxable Wage Base.

  The Taxable Wage Base will increase as the cost-of-living increases.

Additional Requirements for Profit Sharing Contributions

To qualify to receive a Profit Sharing Contribution for a Plan Year during which you terminate your employment, you must meet the eligibility requirements for Profit Sharing Contributions and must also meet the following requirements.

- ☐ You must work at least __________ hours during the Plan Year, or __________ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

  If an Hour of Service requirement was selected above, it will not apply if any of the following events occur.
  - ☐ You die.
  - ☐ You terminate employment after becoming Disabled.
  - ☐ You terminate employment after reaching the Normal Retirement Age.
  - ☐ You terminate employment after reaching the Early Retirement Age.
- ☐ No additional requirements apply.

Contributions for Disabled Non-Highly Compensated Employees ☐ Yes ☐ No

If "Yes" is selected and you become Disabled, you will still be eligible to receive a Profit Sharing Contribution unless you are a Highly Compensated Employee.

Q12. Will my Employer make any other types of contributions to the Plan on my behalf?

Qualified Nonelective Contributions

Your Employer may decide to make Qualified Nonelective Contributions (QNECs) to the Plan to satisfy special testing rules that apply to the Plan. The amount of the QNEC, if any, will be determined each year by your Employer. These contributions will be allocated to a select group of Participants and will always be fully vested.

In addition to, or instead of, the QNEC described above, will my Employer make a QNEC in an amount to be determined from year to year?

- ☐ Yes.
- ☐ No.

If your Employer elects to make a QNEC, it will be allocated using a pro rata formula. Under this formula your Employer's contribution is divided among all eligible Plan Participants based on their Compensation as compared to all eligible Participants' Compensation.

Your Employer will make a QNEC to

- ☐ only non-Highly Compensated Employees.
- ☐ all employees who are eligible.

Additional Requirements for QNECs

To qualify to receive a QNEC for a Plan Year during which you terminate your employment, you must first meet the eligibility requirements for Qualified Nonelective Contributions and also meet the following requirements.

- ☐ You must work at least __________ hours during the Plan Year, or __________ months of service, if the elapsed time method of determining service applies (refer to the definition of Hours of Service).

  If an Hours of Service requirement was selected above, it will not apply if any of the following events occur.
  - ☐ You die.
  - ☐ You terminate employment after becoming Disabled.
  - ☐ You terminate employment after reaching the Normal Retirement Age.
  - ☐ You terminate employment after reaching the Early Retirement Age.
- ☐ No additional requirements apply.

Q13. If I have money in other retirement plans, can I combine it with my money in this Plan?

Rollover Contributions

Will you be allowed to roll over dollars you have saved in other retirement arrangements into this Plan?

- ☐ Yes.
- ☐ Yes, unless you are part of any excluded class of employees.
- ☐ Yes, but only after becoming a Participant.
- ☐ No.

Direct Rollovers – Rollover contributions paid directly from the distributing plan to this Plan may be accepted from qualified plans, 403(b) plans, Governmental 457(b) plans, and pre-tax portions of Individual Retirement Arrangements (IRA).

- ☐ Yes.
- ☐ No.

The following types of contributions will not be accepted as direct rollover contributions into the Plan.

- ☒ Nondeductible Employee Contributions
- ☐ Roth Deferrals

Indirect Rollovers – Pre-tax rollover contributions distributed to you and then deposited into this Plan as an indirect rollover may be accepted from qualified plans, 403(b) plans, Governmental 457(b) plans, and pre-tax portions of Individual Retirement Arrangements (IRA).

- ☐ Yes.
- ☐ No.

Roth Deferrals (earnings portion only) ☐ will ☐ will not be accepted as indirect rollover contributions into the Plan.

The Plan Administrator will provide you with the forms or information needed to determine whether your prior plan or IRA balance is qualified to be rolled over into this Plan and whether you meet the eligibility requirements for a rollover. You are always 100% vested in your rollover contributions.

Transfer Contributions

You may be allowed to transfer dollars you have saved in other retirement arrangements into this Plan.

The Plan Administrator will provide you with the forms or information needed to determine whether your prior plan balance is qualified to be transferred into this Plan. You are always 100% vested in your transfer contributions.

Q14. Am I allowed to make Nondeductible Employee Contributions to this Plan?

Nondeductible Employee Contributions

- ☐ Nondeductible Employee Contributions are available.
- ☐ Nondeductible Employee Contributions are not available.

Nondeductible Employee Contributions, if applicable, may commence on ____.

Nondeductible Employee Contributions are contributed to the Plan from amounts that have already been treated as taxable income. These contributions will not reduce your taxable income in the year in which you contribute a portion of your Compensation into the Plan but will be tax-free when distributed from the Plan. Earnings on Nondeductible Employee Contributions will not be taxed until you take a distribution from the Plan. Unlike Roth Deferrals, the earnings on Nondeductible Employee Contributions are never tax-free.

> **EXAMPLE:** Your Compensation is $25,000 per year. You decide to contribute 5% of your Compensation into the Plan as a Nondeductible Employee Contribution. Your Employer will pay you $23,750 as income and will deposit $1,250 (5%) into the Plan. You will pay income taxes on the entire $25,000. When you withdraw the $1,250 contribution (along with all of the earnings that accumulated on that contribution), only the earnings portion will be taxable to you.

Nondeductible Employee Contributions (and the related earnings) are always fully vested and cannot be forfeited. So if you were to leave your Employer, you would be entitled to the full Nondeductible Employee Contribution balance (plus earnings). You may request a distribution of Nondeductible Employee Contributions (and the related earnings) while you are still employed.

Q15. Will I receive a top-heavy minimum contribution in years the Plan is top-heavy?

In any year the Plan is top-heavy, the Employer will make a minimum contribution

- ☐ to this Plan.
- ☐ to the following plan.

____

____

- ☐ according to the following method.

____

____

If the minimum contribution requirement is not satisfied with other Plan contributions, the remaining contribution that is required will be made to the accounts of

- ☐ Participants who are not Key Employees.
- ☐ all Participants.

Q16. Are there any limits on how much can be contributed for me?

In addition to the Deferral limit described previously, you may not have total contributions of more than $52,000 (in 2014) or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. This limit will increase as the cost-of-living increases and does not include age 50 catch-up contributions.

Q17. Will contributions be made for me if I am called to military service?

If you are reemployed by your Employer after completing military service, you may be entitled to receive certain make-up contributions from your Employer. If the Plan permits Deferrals or Nondeductible Employee Contributions, you may also have the option of making up missed employee contributions and receiving a Matching Contribution, if applicable, on these contributions.

Contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

Q18. If I die or become Disabled during military service, will the time I was providing military service be considered for determining whether I will receive Employer contributions?

Employer Contributions ☐ Yes ☐ No

If "Yes" is selected, your Employer will treat you as if you had been reemployed on the day before your death or disability and terminated on the day of death or disability to determine your Plan contributions. No matter which box is selected above, if you die, your Employer will treat you as if you had been reemployed on the day before your death and terminated on the day of your death to determine all of your benefits under the Plan other than contributions.

VESTING AND FORFEITURES

Q1. Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?

Like the amounts that you contribute to the Plan as Deferrals, any ADP safe harbor Nonelective Contributions, and QNECs that you receive from your Employer will always be 100% vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

If Profit Sharing Contributions or Matching Contributions (including any ACP test safe harbor Matching Contributions and QACA ACP test safe harbor Matching Contributions) are contributed to the Plan by your Employer, they will be subject to vesting schedules and could be forfeited if you terminate your employment or experience a break in service. You will earn the right to a greater portion of your Profit Sharing or Matching Contributions the longer you work for your Employer, as outlined in the schedules below.

EXAMPLE: Your Employer has selected Option 3 below for Profit Sharing Contributions. You have worked for your Employer for four years and have received Profit Sharing Contributions of $1,000. You terminate employment and request a distribution of your Profit Sharing Contributions. Because you have four years of vesting service, you will receive 60% or $600.

Matching Contributions

If your Employer makes Matching Contributions (including any ACP test safe harbor Matching Contributions and QACA ACP test safe harbor Matching Contributions) to the Plan, the following vesting schedule will apply.

YEARS OF VESTING SERVICE	MATCHING CONTRIBUTION VESTED PERCENTAGE				
	☐ **Option 1**	☐ **Option 2**	☐ **Option 3**	☐ **Option 4** *(complete if chosen)*	☐ **Option 5** *(complete if chosen)*
Less than One	100%	0%	0%	______ %	______ %
1	100%	0%	0%	______ %	______ %
2	100%	0%	20%	______ % *(not less than 20%)*	______ %
3	100%	100%	40%	______ % *(not less than 40%)*	100%
4	100%	100%	60%	______ % *(not less than 60%)*	100%
5	100%	100%	80%	______ % *(not less than 80%)*	100%
6	100%	100%	100%	100%	100%

Profit Sharing Contributions

If your Employer makes Profit Sharing Contributions to the Plan, the following vesting schedule will apply.

YEARS OF VESTING SERVICE	PROFIT SHARING CONTRIBUTION VESTED PERCENTAGE				
	☐ **Option 1**	☐ **Option 2**	☐ **Option 3**	☐ **Option 4** *(complete if chosen)*	☐ **Option 5** *(complete if chosen)*
Less than One	100%	0%	0%	______ %	______ %
1	100%	0%	0%	______ %	______ %
2	100%	0%	20%	______ % *(not less than 20%)*	______ %
3	100%	100%	40%	______ % *(not less than 40%)*	100%
4	100%	100%	60%	______ % *(not less than 60%)*	100%
5	100%	100%	80%	______ % *(not less than 80%)*	100%
6	100%	100%	100%	100%	100%

QACA ADP Safe Harbor Contributions

The following vesting schedule will apply to your QACA ADP safe harbor contributions.

YEARS OF VESTING SERVICE	VESTED PERCENTAGE		
	☐ **Option 1**	☐ **Option 2**	☐ **Option 3**
Less than One	100%	0%	______ %
1	100%	0%	______ %
2	100%	100%	100%

Year of Vesting Service

Generally, all of your Years of Service with the Employer count toward determining your vested percentage, and you will be credited with a year of vesting service if you are paid or entitled to pay from the Employer during the

- ☐ Plan Year.
- ☐ 12-month period beginning with your date of hire and each anniversary of your date of hire.
- ☐ Not applicable. The Plan uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service).

You will be credited with a year of vesting service if

- ☐ __________ hours were worked during the period selected above. You will need to work __________ hours to avoid a break in vesting service.
- ☐ Not applicable. The Plan uses the elapsed time method of determining service for vesting (refer to the definition of Hours of Service). You will incur a break in service for vesting purposes if you terminate service with your Employer and do not work for a full 12-month period.

You will not earn credit toward vesting for the years

- ☐ before you reached age 18.
- ☐ before the Employer maintained this Plan.

Although your Employer has adopted a vesting schedule, your balance will become 100% vested when you reach Normal Retirement Age, when the Plan is terminated, when contributions to the Plan are discontinued, or when you

- ☐ die.
- ☐ become Disabled.
- ☐ reach the Early Retirement Age.

Q2. If I become Disabled during military service, will the time during which I was providing military service be considered for determining the vested portion of my Plan balance?

☐ Yes ☐ No ☐ Not applicable

If "Yes" is selected, your Plan Administrator will treat you as if you had been reemployed on the day before your disability and terminated on the day of disability to determine the vested portion of your Plan balance. If "Not applicable" is selected, your Employer's Plan currently provides you with 100% vesting if you become Disabled.

Q3. What happens to my nonvested percentage if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. If you do not take a distribution, the nonvested portion of your Plan balance will be placed in a suspense account, and will be restored to you if you are rehired before five breaks in vesting service have occurred. If you decide to take a payment of the entire vested portion of your balance, your nonvested portion will be forfeited. If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your payment.

Forfeitures may be used to pay the Plan's administrative expenses. Forfeitures may also be used as follows:

Matching Contributions

- ☐ Allocated to the remaining Participants in the Plan
- ☐ Used to reduce future Employer contributions to the Plan

Profit Sharing Contributions

- ☐ Allocated to the remaining Participants in the Plan
- ☐ Used to reduce future Employer contributions to the Plan

DISTRIBUTIONS AND LOANS

The distribution options specific to Deferrals below will also apply to contributions made as a QNEC, ADP safe harbor, and QACA ADP safe harbor (with the exception of hardship distributions which are only available for Deferrals). The distribution options indicated for Matching Contributions will also apply to ACP safe harbor and QACA ACP safe harbor contributions.

Q1. Will I ever be required to take my money out of the Plan?

When you are required to take your money out of the Plan varies depending on your Plan balance, your age, and whether you are still employed.

Cashouts at Termination of Employment

The Plan has a cashout level of

- ☐ $5,000.
- ☐ $1,000.
- ☐ Not applicable.

This means that if your vested balance at the time you terminate from employment is less than or equal to the cashout level, you must take it out of the Plan when you terminate employment. See Question 6 to see if your Plan Administrator will pay this amount to you in cash or will roll it over to an IRA on your behalf, if you do not direct your Employer otherwise.

If your Employer elected a cashout level greater than $1,000 (for example, $5,000) and your balance is between $1,000 and the cashout level, you must take your vested balance from the Plan or your Plan Administrator will roll it over to an IRA that is established for you. The amount distributed and rolled over into an IRA by the Plan Administrator (and not authorized by you) will be invested in a product designed to preserve principal and to provide a reasonable rate of return and liquidity. The IRA provider that receives the rollover may charge fees and expenses for maintaining the IRA, and these fees and expenses may be assessed directly against the assets of the IRA or billed directly to you. You will be provided more information regarding the IRA provider if you become subject to this provision. For more information concerning the rollover procedures, the IRA provider, and the fees and expenses relating to the IRA, please contact your Plan Administrator, whose address and telephone number are found in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this SPD.

If your balance is greater than $5,000, even if you terminate service, you are not required to take a payment from the Plan until the age 70½ required distribution rules apply to you. However, if your Employer chooses, your balance may be immediately distributed to you if you have separated from service and reached the later of age 62 or the Plan's Normal Retirement Age.

Rollover contributions ☐ will ☐ will not be included in determining your balance for these cashout purposes. If you have both pre-tax Deferrals and Roth Deferrals in the Plan, special calculation rules for determining the amount to be rolled over may apply.

If your Employer did not select a cashout level above, when you terminate from employment, your balance will not be paid out of the Plan until you request a payment from your Plan Administrator, or you reach age 70½.

Required Minimum Distributions

You will be required to begin taking required minimum distributions (RMDs) upon your Required Beginning Date. These distributions will generally be required to start when you attain age 70½. The Plan's Required Beginning Date is found in the DEFINITIONS section of this SPD.

Q2. What Employer contributions are available to me if I terminate employment before I reach Normal Retirement Age?

If you terminate employment before you reach Normal Retirement Age, you ☐ may ☐ may not access the vested portion of your balance from Employer contributions, including Matching Contributions and Profit Sharing Contributions.

Q3. Are my Deferrals available to me once I terminate employment?

If you terminate employment, you ☐ may ☐ may not access your Deferrals

Q4. Can I withdraw money from the Plan while I am still employed?

The Plan is designed to help you build an account that will help support you during your retirement years. However, you will be able to take Nondeductible Employee Contributions, if any, and certain additional distributions from the Plan while you are still working for your Employer, as indicated below.

In-Service Distributions

You may request a distribution while you are still employed from the following Plan accounts selected below.

- ☐ Transfer contributions at any time.
- ☐ Rollover contributions at any time.
- ☐ Deferrals, but only after you reach age ______.
- ☐ Deferrals, but only after you reach Normal Retirement Age.

  If either of the options regarding Deferrals is selected above, Deferrals for this purpose will include

  - ☐ Pre-tax Deferrals.
  - ☐ Roth Deferrals.
- ☐ Deferrals, but only if you were called to active military duty after September 11, 2001, for a period of at least 180 days or an indefinite period, and your distributions are taken after you were called to duty and before your active duty ended.
- ☐ Deferrals, but only if you incur a deemed severance because you are on active duty in the uniformed services for a period of more than 30 days without severing from employment with your Employer. However, if you choose to take distributions under this provision, you will not be permitted to make Deferrals or Nondeductible Employee Contributions to the Plan during the six-month period beginning on the date of the distribution.
- ☐ Any portion of your vested account balance if you become Disabled.

The following contributions, subject to the restrictions indicated in the table below:

- ☐ Matching Contributions
- ☐ Profit Sharing Contributions

	Matching Contributions	Profit Sharing Contributions
When you reach age 59½.		
When you reach the Normal Retirement Age.		
When you reach age ______.		
When your vested percentage equals 100%.		
After the contributions you are withdrawing have been allocated to the Plan for at least ______ years.		
After you participate in the Plan for ______ years.		
After you have participated in the Plan for at least (a) years and reach age (b).	(a) (b)	(a) (b)
After you become 100% vested, have participated in the Plan for at least (a) years and reach age (b).	(a) (b)	(a) (b)

Hardship Distributions of Deferrals ☐ Yes ☐ No

If "Yes" is selected and you have a financial hardship, you may take a distribution from your

- ☐ Pre-tax Deferrals, not including any earnings.
- ☐ Roth Deferrals, not including any earnings.

Hardship Distributions of Employer Contributions

If "Yes" is selected, and you have a financial hardship, you may take a distribution from the following contribution types if you meet any additional requirements below.

- ☐ Yes.
  - ☐ Matching Contributions.
  - ☐ Profit Sharing Contributions.
- ☐ Yes , if you are 100% vested in your contributions.
  - ☐ Matching Contributions.
  - ☐ Profit Sharing Contributions.
- ☐ No.

The types of expenses that qualify for a hardship distribution include medical expenses for you, your spouse, or your dependents; payment to purchase your principal residence; tuition and education-related expenses for you, your spouse, or your dependents; payments to prevent eviction from your principal residence; funeral expenses for your parent, your spouse, or your dependents; and payments to repair your principal residence that qualify for a casualty loss deduction. The Plan Administrator may modify the list of events that qualify for a hardship distribution when Profit Sharing Contributions and/or Matching Contributions are being used to satisfy your hardship request.

Beneficiary Hardship ☐ Yes ☐ No

If "Yes" is selected, the Plan allows hardship distributions and will consider a financial hardship of your beneficiary as if it were a qualifying hardship of your spouse or dependent. This allows you to withdraw your Deferrals and/or Employer contributions if your beneficiary has a hardship.

Before you take a hardship distribution, you must take all other distributions and all nontaxable loans available to you under the Plan. If you take a hardship distribution of Deferrals, you will not be eligible to make Deferrals (and Nondeductible Employee Contributions, if applicable) for the next six months. The six-month restriction also applies to any hardship distributions from the following types of contributions.

☐ Matching Contributions ☐ Profit Sharing Contributions

If you are under age 59½, the amount you take out of the Plan as a hardship distribution that is taken from pre-tax sources (like pre-tax Deferrals, Profit Sharing Contributions, or Matching Contributions) will be taxable to you and will generally be subject to a 10% penalty tax.

Q5. Will I be permitted to withdraw Deferrals that are automatically contributed to the Plan on my behalf?

Withdrawals Under an EACA or QACA

If either "Yes" answer is selected below, you will be permitted to withdraw (without penalty) that portion of your Deferrals that has been automatically contributed to the Plan under the EACA or QACA.

- ☐ Yes. If you are automatically enrolled in the Plan, you will be permitted to withdraw Deferrals that were automatically contributed.
- ☐ Yes. If you are automatically enrolled in the Plan and have no other Deferrals in the Plan, you will be permitted to withdraw Deferrals that were automatically contributed.
- ☐ No. You will not be permitted to withdraw Deferrals that were automatically contributed to the Plan under this provision.

If either of the "Yes" answers is selected above, your election to withdraw must be made within

- ☐ 30 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.
- ☐ 90 days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.
- ☐ _____ days following the payroll date that your first Deferral was deducted from your paycheck and automatically contributed to the Plan.

If you choose to withdraw your Deferrals, your withdrawal will also consist of any earnings attributable to those Deferrals. Matching Contributions made by your Employer that are related to those Deferrals will be forfeited.

You will be treated as if you have not participated in the EACA or QACA before if no portion of your Deferrals has been automatically contributed to the Plan under the EACA or QACA for an entire Plan Year. This will affect whether you will be permitted to withdraw that portion of your Deferrals that has been automatically contributed to the Plan under the EACA or QACA after you are rehired or your Deferral election expires and you are reenrolled in the EACA or QACA.

Q6. How will my money be distributed to me if my balance is less than the cashout level or if I request a payment from the Plan?

If you do not tell your Plan Administrator what to do with your account under the Plan (for example, roll it over to an IRA), and your balance of $1,000 or less is being cashed-out of the Plan, your Plan Administrator will distribute your Plan account as follows.

- ☐ Lump sum
- ☐ Direct rollover to an IRA

If you request a payment, you may choose from the following options for your payment.

- ☐ Lump sum
- ☐ Non-recurring partial payments
- ☐ Installment payments
- ☐ Annuity contract (other than a life annuity if the Retirement Equity Act safe harbor applies)

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact the Plan Administrator for the documentation and procedures that apply to rollovers.

Q7. How do I request a payment?

You (or your beneficiary) must complete a payment form that is provided by or approved by the Plan Administrator or follow other procedures defined by the Plan Administrator for processing distributions. Your distribution will begin as soon as administratively feasible following your request for a distribution.

If you are taking a hardship distribution, you must provide documents to verify that you have a hardship event that qualifies for a Plan distribution.

Q8. What if I die before receiving all of my money from the Plan?

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must complete the beneficiary designation form or follow alternate procedures established by the Plan Administrator. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (for example, a divorce, or death of a named beneficiary).

Your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. If the Plan is subject to the spousal consent requirements, however, and the balance is greater than $5,000, your beneficiary may be required to take the payments in the form of a life annuity, unless the annuity has been properly waived by you (and your spouse, if applicable) during your lifetime. Your spouse beneficiary may also have the option of rolling the distribution into an IRA.

If you die after your Required Beginning Date, your beneficiary must continue taking distributions from the Plan at least annually. If you die before your Required Beginning Date, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining during that fifth year.

The Plan permits beneficiaries to directly roll over their portion of the individual account to an inherited IRA. Such a distribution must otherwise qualify as a distribution that is eligible to roll over.

Q9. If I am married, does my spouse have to approve my distributions from the Plan?

☐ ***Spousal Consent Rules Do NOT Apply to the Plan (the Retirement Equity Act safe harbor applies*)**

You are not required to get consent from your spouse in order to take a payment or loan from the Plan. However, your spouse must be your beneficiary under the Plan unless your spouse provides written consent to designate a different beneficiary.

☐ ***Spousal Consent Rules Apply to the Plan (the Retirement Equity Act safe harbor does NOT apply)***

If you are married, you must get written consent from your spouse to take a distribution from the Plan in any form other than a qualified joint and survivor annuity, or to name someone other than your spouse as your beneficiary. The annuity would need to be structured to provide a benefit while you are both alive and then to provide a survivor benefit that is equal to ________% of the amount you received while you were both living. The Plan Administrator will provide you with more information regarding your annuity options when it comes time for you to make a payment decision. The Plan Administrator's payment request forms or other procedures established by the Plan Administrator will provide you and your spouse the option to waive the annuity and take the payment in some other form permitted by the Plan. Your spouse must also consent to any Plan loans that you request.

If the Plan offers you the option to take distributions in the form of a qualified joint and survivor annuity, the Plan must also offer another option called a qualified optional survivor annuity. This additional payment choice simply gives you more flexibility when choosing an appropriate distribution option. The Plan Administrator will give you more information about all of your payment options when you are ready to take a distribution.

Q10. Do any penalties or restrictions apply to my payments?

Generally, if you take a payment from the Plan before you are age 59½, a 10% early distribution penalty will apply to the taxable portion of your payment. There are some exceptions to the 10% penalty. Your tax advisor can assist you in determining whether you qualify for a penalty exception.

If your payment is eligible to be rolled over and you take the payment rather than rolling it over to another retirement arrangement, 20% of the taxable portion of your payment will be withheld and sent to the IRS as a credit toward the taxes you will owe on the payment amount.

> **EXAMPLE:** You request a $10,000 payment from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive $8,000 and $2,000 will be sent to the IRS.

If you have made Roth Deferrals into the Plan, each distribution will consist of a portion of your Roth Deferrals and a portion of the earnings attributable to the Roth Deferrals (which have not been taxed). The earnings will be included in income and generally subject to the 10% early distribution penalty unless you are eligible to take a qualified Roth distribution. You may take a qualified Roth distribution only if at least five years have passed since you first began making Roth Deferrals and you take the distribution because you reach age 59½, you become Disabled, or you die and the payment is being made to your beneficiary.

Q11. What if the Plan is terminated?
If the Plan is terminated, you will be required to take your entire account balance from the Plan.

Q12. Can I take a loan from the Plan?

☐ No. The Plan does not allow you to take a loan from your account under the Plan. If "No" is selected, the remainder of this Question 12 and Questions 13 and 14 below do not apply to the Plan.

☐ Yes. Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan if the loan is used for

- ☐ any purpose.
- ☐ to purchase your principal residence.
- ☐ to pay for post-secondary tuition for you or your immediate family.
- ☐ to pay medical expenses for you or your immediate family.
- ☐ to pay rent or mortgage payments to prevent eviction or foreclosure from your principal residence.
- ☐ to pay funeral expenses.
- ☐ to pay uninsured damage to your principal residence.
- ☐ other ______________________________.

You will be permitted to have only ______ loan(s) outstanding at any time.

The maximum loan amount available to you will be

- ☐ $50,000 or one-half of your vested balance in the Plan, whichever is less.
- ☐ other ______________________________.

No loans will be issued for less than $_________________. A portion of your Plan balance will be pledged as security for your loan.

☐ This Plan contains Roth Deferrals, but does not allow you to take loans from Roth Deferrals and earnings.

These loan provisions are effective: _______________________.

Q13. How do I apply for a loan?
To apply for a loan you must complete and submit the loan application provided (or approved) by the Plan Administrator and pay any applicable loan fees. Your loan administrator is _________________________.

You can contact your loan administrator at:

Business Address:______________________________

Business Telephone: ______________________________

The loan administrator will administer the loan program and will consider the following when reviewing your loan request:

- ☐ The vested portion of your account.
- ☐ Other ______________________________.

The interest rate for your loan will be computed using the

- ☐ prime rate (as specified in the Wall Street Journal).
- ☐ prime rate (as specified in the Wall Street Journal) plus ______%.
- ☐ other ______________________________.

Q14. What if I don't repay my loan?
You will be required to repay the loan amount (plus interest) to the Plan. If you default on the loan, you will be taxed on the amount of the outstanding loan balance and will be subject to a 10% penalty if you are under age 59½. The following events will cause a loan default:

- ☒ failure to remit payment in a timely manner as required under the loan agreement *(required)*
- ☒ breach of any of your obligations or duties under the loan agreement *(required)*
- ☐ terminating employment
- ☐ other *(specify)*: ______________________________

To avoid a default when you fail to make your scheduled loan payments, you will have to make up the missed payments

- ☐ before the end of the quarter following the quarter in which the default occurred.
- ☐ before __________________.
- ☐ immediately.

If you have a loan outstanding when you terminate employment and terminating employment is a loan default event, to avoid default you must repay the loan

- ☐ by the end of the quarter following the quarter in with the default occurred.
- ☐ by __________________.
- ☐ immediately.

DEFINITIONS

Adverse Determination – An Adverse Determination is a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of your or your beneficiary's eligibility to participate in the Plan.

Compensation – The definition of Compensation under the Plan can vary depending upon the purpose (such as allocations, nondiscrimination testing, or deductions). Your Employer has elected to use the following definition of Compensation.

General Compensation Definition
W-2 Compensation – In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. This definition will be used for

☐ Deferrals. ☐ Matching and Profit Sharing Contributions.

3401 Compensation – The Plan uses a definition of Compensation referred to as 3401(a) wages. In general, the amount of your wages from your Employer used to calculate income tax withholding will be considered Compensation under the Plan. Certain amounts reflected on your Form W-2 may not be included in Compensation under the Plan. This definition will be used for

☐ Deferrals. ☐ Matching and Profit Sharing Contributions.

415 Compensation – The Plan uses a definition of Compensation referred to as 415 safe harbor wages. In general, the amount of your wages or fees from professional services from your Employer that are included in your gross income will be considered Compensation under the Plan. Certain amounts reflected on your Form W-2 may not be included in Compensation under the Plan (such as amounts received in a sale of qualified or nonqualified stock options, and distributions from deferred compensation plans). This definition will be used for

☐ Deferrals. ☐ Matching and Profit Sharing Contributions.

The measuring period for Compensation will be the Plan Year.

Compensation will generally mean

☐ only Compensation paid to an employee during the measuring period after becoming a Participant.

☐ all of a Participant's Compensation paid during the measuring period.

Adjustments to Compensation
Amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) plan, a 414(h) governmental pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive will be

☐ included in Compensation.

☐ excluded from Compensation.

The definition of Compensation used under the Plan has been further adjusted to exclude the following amounts.

Differential military pay that you receive will not be considered Compensation for purposes of

☐ Deferrals. ☐ Matching and Profit Sharing Contributions.

Reimbursements or other expense allowances, fringe benefits (cash & noncash), moving expenses, deferred compensation and welfare benefits will not be considered Compensation for purposes of

☐ Deferrals. ☐ Matching and Profit Sharing Contributions.

If you receive payments from your Employer within 2½ months after severing your employment, any regular pay for services you performed before severance will be included in Compensation, unless otherwise noted above. The following types of post-severance payments will affect Compensation as follows:

Unused accrued sick, vacation, or other leave that you are entitled to cash out will be

☐ included.

☐ excluded.

Deferred compensation paid from a nonqualified plan will be

☐ included.

☐ excluded.

Compensation Limit
The maximum amount of your Compensation that will be taken into account under the Plan is $260,000 (for 2014). This amount will increase as the cost-of-living increases.

Deferrals – Deferrals are the dollars you choose to contribute to the Plan through payroll deduction. If your Employer permits Roth contributions in the Plan, the term Deferral will refer to contributions that you make either on a pre-tax basis or as a Roth contribution.

Disabled – You will be considered Disabled if you cannot engage in

☐ any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

☐ substantial, gainful activity in the trade or profession that you are best qualified for through training or experience.

Early Retirement Age –

☐ There is no Early Retirement Age designated under the Plan.

☐ Age ______ and ______ years of vesting service with your Employer.

Employer – The Employer who adopted this Plan is ____. Your Employer will also serve as the Plan Administrator, as defined in the Employee Retirement Income Security Act (ERISA), who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities.

Highly Compensated Employee – A Highly Compensated Employee is any employee who

1) was more than a 5% owner at any time during the year or the previous year, or
2) for the previous year had compensation from the Employer greater than $115,000 (for 2014). This amount will increase as the cost-of-living increases.

Hours of Service – Service will be based on the

- ☐ elapsed time method. You will get service credit for the period of time from your first day of employment through the date you incur a break in service.
- ☐ hours of service method. You will get service credit for
  - ☐ the actual hours for which you are entitled to pay.
  - ☐ 10 hours for each day you work.
  - ☐ 45 hours for each week you work.
  - ☐ 95 hours for each semi-monthly payroll period you work.
  - ☐ 190 hours for each month you work.

Initial Period – Your Initial Period begins on the date you first participate in the QACA and ends on the last day of the Plan Year that starts after the date you first participate in the QACA.

Key Employee – Any employee in the current year or previous year who is

1) an officer of the Employer whose annual compensation is greater than $170,000 (for 2014),
2) a more than 5% owner of the Employer, or
3) a more than 1% owner of the Employer who has compensation of more than $150,000 will be classified as a Key Employee.

The $170,000 amount for officers will increase as the cost-of-living increases.

Matching Contribution – A Matching Contribution is a contribution your Employer may make into the Plan based on the formula in the Plan document and on the amount of Deferrals (and/or Nondeductible Employee Contributions) you contribute to the Plan.

Nondeductible Employee Contribution – A Nondeductible Employee Contribution is the amount you contribute to the Plan on an after-tax (non-Roth) basis. The earnings on these contributions accumulate on a tax-deferred basis until paid out of the Plan.

Nonelective Contribution – A Nonelective Contribution is a contribution your Employer will make into the Plan to satisfy the safe harbor requirements or for you based on the formula in the Plan document. Your eligibility to receive Nonelective Contributions does not depend on whether you make Deferrals.

Normal Retirement Age –

- ☐ Age ______.
- ☐ Age ______ or the ______ anniversary of the first day of the Plan Year in which you became a Plan Participant, whichever is later.

Participant – An employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

Plan – The Plan described in this SPD is the ____.

Plan Administrator – Your Employer is responsible for the day-to-day administration of the Plan and is the Plan Administrator unless an appointed Plan Administrator is named in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this SPD.

Plan Year – The Plan Year is

- ☐ the 12-month period which is the same as your Employer's tax year.
- ☐ the calendar year.
- ☐ other ____.

Predecessor Employer Service – If you have worked for the employer(s) listed below, you will receive credit for Hours of Service for the following purposes:

- ☐ Eligibility.
- ☐ Vesting.
- ☐ Allocation of contributions.

Name of Predecessor Employer(s): ____

You will be eligible to receive credit for Hours of Service worked with a Predecessor Employer(s) if you meet the following additional requirements: ____

____.

Profit Sharing Contribution – A Profit Sharing Contribution is a contribution your Employer may choose to make each year based on the formula in the Plan document for Participants who meet the Profit Sharing Contribution eligibility requirements. Your eligibility to receive Profit Sharing Contributions does not depend on whether you make Deferrals.

Qualified Nonelective Contribution – A Qualified Nonelective Contribution (QNEC) is a contribution your Employer may make into the Plan to satisfy certain nondiscrimination tests that apply to the Plan. Your Employer may also make a QNEC based on the formula in the Plan document each year for those who meet the eligibility requirements for a QNEC. Your eligibility to receive a QNEC does not depend on whether you make Deferrals. A QNEC contribution is 100 percent vested when made.

Required Beginning Date – When you reach age 70½ you will generally need to begin taking a portion of your balance out of the Plan each year. This distribution is called a required minimum distribution, or RMD. If you continue to work for your Employer after age 70½, you may be allowed to delay required distributions until you actually stop working for your Employer, unless you own more than 5% of the Employer. If you own more than 5% of the Employer, you will need to begin taking payments at age 70½ even if you are still employed. The annual required distribution amount is generally based on your account balance divided by a life expectancy factor outlined in retirement plan regulations.

Taxable Wage Base – The Social Security Administration sets a contribution and benefit base level each year that is referred to as the Taxable Wage Base.

Tax Year End – Your Employer's Tax Year End is _________________.

INVESTING YOUR PLAN ACCOUNT

Q1. What investments are permitted under the Plan?

Your Plan Administrator (or someone appointed by your Plan Administrator) will select a list of investments that will be available under the Plan. The list of Plan investments may change from time to time as the Plan Administrator considers appropriate investment alternatives.

Life insurance investments ☐ will ☒ will not be available under the Plan.

Q2. Am I responsible for selecting the investments for my account under the Plan?

☐ **No.** The Plan Administrator is responsible for selecting appropriate investments for your Plan contributions. The value of your account under the Plan will change based on the performance of specific investments selected for your account. The Plan Administrator may adjust your Plan investments from time to time as the Plan Administrator considers appropriate.

☐ **Yes.** You have the right to decide how some or all of your Plan account will be invested. The Plan Administrator will establish administrative procedures that you must follow to select your investments. If you do not select investments for your Plan account, the Plan Administrator will determine how your account will be invested. The Plan Administrator will provide you with information regarding the range of permissible investments. You should carefully review the investment prospectus or other available information before making your investment selections. Contact the Plan Administrator if you are not certain whether a particular investment is permitted under the Plan.

ERISA Sec. 404(c) Plan ☐ Yes ☐ No

If "Yes" is selected, the Plan Administrator intends to operate this Plan in compliance with the requirements pertaining to Participant direction of investments in Section 404(c) of ERISA, and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the Plan Administrator and others in charge of the Plan will not be responsible for any losses that result from investment instructions given by you or your beneficiary.

Q3. How frequently can I change my investment elections?

You may change your investment selections at times designated by the Plan Administrator.

Q4. What if my account contains publicly traded Employer stock?

For Plan Years beginning on or after January 1, 2007, if applicable, you were able to change your investments in Employer stock held within your account. This rule allows you to invest your account in a broader range of investments that are offered by your Plan Administrator, which may help you to increase your earnings and/or lessen your risk. If the Plan previously placed restrictions on selling the Employer stock held in your account, please review the "Notice of Right to Diversify Employer Securities" you previously received or ask the Plan Administrator for a copy if you need an additional copy. If you have additional questions, please ask the Plan Administrator for more information.

ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA

The Plan trustee(s) is:

Trustee Name:

Title:

Business Address:

Business Telephone:

Trustee Name:

Title:

Business Address:

Business Telephone:

Trustee Name:

Title:

Business Address:

Business Telephone:

Trustee Name:

Title:

Business Address:

Business Telephone:

☐ There is not a trustee for this Plan; it is exempt from the trust requirements under ERISA.

The Employer makes the contribution to a trust fund where all dollars are held for the benefit of the Participants. This Plan is a 401(k) profit sharing defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

The Plan Custodian is:

Financial organization:

Title:

Business Address:

Q1. Who is responsible for the day-to-day operations of the Plan?

Your Employer is responsible for the day-to-day administration of the Plan unless a Plan Administrator is appointed below. If no Plan Administrator is appointed below, your Employer will be the Plan Administrator.

☐ ***Appointed Plan Administrator***

Your Employer has appointed the following Plan Administrator to handle the day-to-day operation of the Plan.

Plan Administrator Name:

Business Address:

Business Telephone:

Q2. Who pays the expenses for operating the Plan?

All reasonable Plan administration expenses, including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include fees for processing your distributions or loans (if applicable), processing qualified domestic relations orders, and processing your Plan investment direction, if applicable. Finally, the Plan Administrator may, in its discretion, pay any or all of these expenses. For example, the Plan Administrator may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. The Plan Administrator will provide you with a summary of all Plan expenses and the method of payment of the expenses periodically, as required, and upon request.

Q3. Does my Employer have the right to change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. An employer cannot amend the Plan to take away or reduce protected benefits under the Plan (for example, the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Your Employer has elected to retain the following provisions from prior versions of the Plan for certain Plan assets.

____

____

____

Q4. Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not intend to provide, and does not provide, any additional rights to employment or constitute a contract for your employment. The purpose of the SPD is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the legal document that controls the operation of (and rights granted under) the Plan. If there are any inconsistencies between this SPD and the Plan document, the Plan document will be followed.

Q5. Can creditors or other individuals request a payout from my Plan balance?

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Plan Administrator may distribute or reallocate your benefits in response to a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. The Plan Administrator will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures the Plan Administrator will use for reviewing and qualifying domestic relations orders.

Q6. How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate your claim.

Q7. What if my claim is denied, in whole or in part?

<u>Non-Disability Determination</u>

Except as described below, if your claim is denied (in whole or in part), your Plan Administrator will provide you (or your beneficiary) with notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 90 days after the date your claim was filed. The 90-day time period may be extended for up to 90 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 90-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

i. The specific reason or reasons for the Adverse Determination;

ii. Reference to the specific section of the Plan on which the Adverse Determination is based;

iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and

iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review.

<u>Disability Determination</u>

Except as described below, if your disability claim is denied, (in whole or in part), your Plan Administrator will provide notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 45 days after the date your claim was filed. The 45-day time period may be extended for up to 30 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

If, before the end of the 30-day extension, your Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, in writing or in any other allowable format, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date by which a decision is expected to be made regarding your claim. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

i. The specific reason or reasons for the Adverse Determination;

ii. Reference to the specific section of the Plan on which the Adverse Determination is based;

iii. A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;

iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the ERISA following a claim denial on review;

v. If your Plan Administrator used an internal rule or guideline in making the Adverse Determination, either 1) the specific rule or guideline, or 2) a statement that the rule or guideline was relied upon in denying your claim, and that a copy of the rule or guideline will be provided free of charge to you upon request; and

vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Q8. May I appeal the decision of the Plan Administrator?

Non-Disability Determination

You or your beneficiary will have 60 days from the date you receive the notice of an Adverse Determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day time period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your appeal is filed. If the period of time is extended because you fail to submit information necessary to decide your appeal, the period for approving or denying your appeal will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will provide the following:

i. The specific reason or reasons for the Adverse Determination;

ii. Reference to the specific section of the Plan on which the Adverse Determination is based

iii. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and

iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

Disability Determination

You will have 180 days from the date you receive the notice of an adverse benefit determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

In deciding an appeal of an Adverse Determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Your Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the Adverse Determination was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 45 days after the date your request for review was filed. The 45-day period may be extended for up to 45 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal. Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your claim within a reasonable amount of time, but not later than 60 (45 if the claim is for disability) days after the date your request for review was filed. The 60-day time period may be extended by the Plan if the Plan Administrator determines that an extension is necessary due to matters beyond the control of the Plan. The Plan Administrator will notify you, before the end of the 60-day period, of the reason(s) for the extension and the date the Plan expects to make a decision. Generally, the extension period will end prior to 120 days from the date your request for review was filed.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will include:

i. The specific reason or reasons for the Adverse Determination;

ii. Reference to the specific section of the Plan on which the Adverse Determination is based;

iii. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;

iv. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA;

v. If your Plan Administrator used an internal rule or guideline in making the Adverse Determination, either 1) the specific rule or guideline, or 2) a statement that the rule or guideline was relied upon in making the Adverse Determination and that a copy of the rule or guideline will be provided free of charge to you upon request; and

vi. If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

Q9. If I need to take legal action that involves the Plan, who is the agent for service of legal process?

The person who can be served with legal papers regarding the Plan is:

Name:

Address:

The Plan Administrator and the Plan trustee(s) can also be served with required legal documents.

Q10. If the Plan terminates, does the federal government insure my benefits under the Plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have a sufficient number of years of vesting service to be 100% vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

Q11. What are my legal rights and protections under the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following.

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon request to the Plan Administrator, copies of documents governing the operations of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may charge a reasonable fee for the copies.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.

4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA

Enforce Your Rights
If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Further, if this Plan is maintained by more than one employer, you may obtain a complete list of all such employers by making a written request to the Plan Administrator.

Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

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