

BOARD RESOLUTION
401a Adoption Agreement Attachment A

As adopted in the 401a Adoption Agreement, beginning July 1, 2024, the Board shall make an employer matching contribution into the *Mid-America Technology Center* 401a Matching Retirement Plan (“Plan”) for all employees. Eligible employees will have a Plan entry date based on the employee’s employment commencement date. Eligible employees will receive a 401a matching contribution based on participation in the *Mid-America Technology Center* 457b Plan. Eligible employees who have elected ongoing salary deferral into the 403b Plan, as of the date of the agreement, will receive the matching 401a contribution (grandfathered). Eligible employees, who are not participating in the 403b Plan as of the date of the agreement, will be required to make elective deferrals into the *Mid-America Technology Center* 457b Plan to receive the matching 401a contribution. The amount of the matching contribution will initially be defined as follows:

Plan Design: Eligible participants in the salary deferral 403b/457b plan will receive a dollar-for-dollar monthly match up to \$100 per month into the 401a plan. Employer matching contributions will be deposited into a 401a account established and maintained by the employee. Employer contributions will require a 5-year vesting schedule to be satisfied in order to become vested in the employer contributions. All investment choices will be at the sole discretion of the employee. Any break in employment before the 5-year period is satisfied, with the exception of Disability as defined by federal law or active retirement with Teacher’s Retirement System of Oklahoma, will result in a forfeiture of the employer 401a matching contributions. 403b/457b employee salary deferrals do not require a vesting schedule and are 100% immediately vested. The Board will give 30 days’ written notice to all eligible employees if a suspension or discontinuation of the employer matching 401a contribution becomes necessary due to budget concerns.

*5 Year Cliff Vesting Schedule based on hire date:

Completed Year 1	0%
Completed Year 2	0%
Completed Year 3	0%
Completed Year 4	0%
Completed Year 5	100%

Michael Eubank, Supt.

Effective Date

BOARD RESOLUTION
401a Adoption Agreement Attachment B

As adopted in the 401a Adoption Agreement, beginning July 1, 2024, the Board shall make an employer non-elective contribution into the *Mid-America Technology Center* 401a Matching Retirement Plan (“Plan”) for all eligible employees. Eligible employees will have a Plan entry date based on the employee’s employment commencement date. Eligible participants are defined as non-certified staff members who are not eligible for Oklahoma Teacher’s Retirement System Contributions due to a previous opt out election at another employer. Participation in the Matching Retirement Plan Design is not required to receive the non-elective contribution for eligible participants.

Plan Design: Eligible participants will receive a 7% of base salary non-elective contribution deposited into a 401a account established and maintained by the employee. Employer contributions will require a 5-year vesting schedule to be satisfied in order to become vested in the employer contributions. All investment choices will be at the sole discretion of the employee. Any break in employment before the 5-year period is satisfied, with the exception of Disability as defined by federal law, will result in a forfeiture of the employer 401a non-elective contributions. The Board will give 30 days’ written notice to all eligible employees if a suspension or discontinuation of the employer non-elective contribution becomes necessary due to budget concerns.

*5 Year Cliff Vesting Schedule based on hire date:

Completed Year 1	0%
Completed Year 2	0%
Completed Year 3	0%
Completed Year 4	0%
Completed Year 5	100%

Michael Eubank, Supt.

Effective Date

**PRE-APPROVED 401(a) PLAN for
GOVERNMENTAL ENTITIES
ADOPTION AGREEMENT #02010**

The undersigned Employer hereby adopts the Document Provider's Pre-Approved 401(a) Plan in the form of a non-standardized Plan, as set out in this Adoption Agreement and the Pre-Approved Defined Contribution Plan Document #02 and all completed Addendums, and agrees that the following definitions, elections and terms shall be part of such Plan. Where applicable, certain items have a Default Provision indicated below the item number that will apply if no election is made by the Employer.

Complete the sections of this adoption agreement that correspond with the plan type you are adopting as follows:

Plan Type	Sections for Completion, if applicable
<input checked="" type="checkbox"/> 401(a) Governmental Profit Sharing Plan	Parts 1, 2, 3; Addendums A, B, C, D, E
<input type="checkbox"/> 401(a) Governmental Money Purchase Plan	Parts 1, 2, 3; Addendums A, C, D, E

Note: Additional Addendums may be completed as appropriate.

PART 1: COMPLETE THIS PART 1 FOR ALL PLAN TYPES

EMPLOYER INFORMATION

1. Employer Name: Mid America Technology Center
 (This Plan is a Multiple Employer Plan Yes; No. If Yes, enter the name of the Plan Sponsor above and refer to Addendum C.)
 Address: PO Box H
 City: Wayne State: OK Zip Code: 73095 Phone: 572-215-2060

2. Contact Person: Carol Abernathy Phone: same Email: cabernathy@matech.edu

3. Trustee/Custodian: Counsel Trust Co., Custodian

4. Employer's Taxable Year Ends: December (month)/31 (day) (e.g. 12/31)

5. Employer Identification Number (EIN): _____

6. The Plan Administrator shall be:
 (a) The Employer
 (b) Other (specify name, address, phone): _____
Default – (a)

7. The type of entities that may participate in the Plan shall include only Governmental Entities. Confirm this is a governmental entity by checking the box .

PLAN INFORMATION

8. Document Provider: GWN Securities, Inc.
 Address: 11440 N. Jog Road
Palm Beach Gardens, FL 33418 Phone: (561) 472-2700 E-mail: richardcollins@horizonok.net

9. Name of Plan: Mid-America Technology Center Matching 401a Plan

10. 3-Digit Plan Number: 001 11. Business Code (see Form 5500 Instructions): 611000

12. This Plan shall be governed by the laws of the state or commonwealth where the Employer's (or in the case of a corporate Trustee, such Trustee's) principal place of business is located unless another state or commonwealth is specified: OK

13. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date	Amendment/Restatement Effective Date
<input checked="" type="checkbox"/> (a)	Establish a new plan (not earlier than the 1 st day of current Plan Year)	<u>07/01/2024</u>	Not applicable
<input type="checkbox"/> (b)	Restate a plan previously adopted by the Employer (The restated effective date should not be earlier than the first day of the Plan Year in which the plan is restated.)	_____	_____
<input type="checkbox"/> (c)	Amend a plan previously adopted by the Employer (Amendments made, if applicable: _____)	_____	_____
<input type="checkbox"/> (d)	Merger, amendment and restatement of the _____ Plan and the _____ Plan into the _____ Plan	(surviving Plan)	(merger)
<input type="checkbox"/> (e)	Restatement of the _____ Plan, AND a restatement of the _____ Plan, AND a merger of the _____ Plan into the _____ Plan	_____	_____
<input type="checkbox"/> (f)	Amendment of a Plan to a wasting Trust	_____	_____

<input type="checkbox"/> (g)	If the plan contains a Cash or Deferred Arrangement (CODA), the effective date of the CODA (cannot be earlier than the first day the CODA is adopted)	_____	_____
14. Plan Year			
<input checked="" type="checkbox"/> (a)	The calendar year		
<input type="checkbox"/> (b)	The 12-consecutive month period beginning on _____		
<input type="checkbox"/> (c)	An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____		
<input type="checkbox"/> (d)	A short Plan Year beginning on _____ and ending on _____		
Default (a)			
15. Limitation Year			
<input checked="" type="checkbox"/> (a)	The Plan Year		
<input type="checkbox"/> (b)	The calendar year		
<input type="checkbox"/> (c)	The 12-consecutive month period beginning on _____		
<input type="checkbox"/> (d)	An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____		
<input type="checkbox"/> (e)	A short Plan Year beginning on _____ and ending on _____		
Default (a)			
16. Valuations Date(s)			
<input checked="" type="checkbox"/> (a)	Daily		
<input type="checkbox"/> (b)	Last day of the Plan Year		
<input type="checkbox"/> (c)	Last day of the following months of the Plan Year: _____; or		
<input type="checkbox"/> (d)	Other (not less frequently than annually): _____		
Default (a)			
17. Compensation provisions. For purposes of Sections 12.09 (Employer Allocations) and 12.39 (415 Compensation) of the Plan, the following definitions will apply:			
(a)	Compensation shall mean all of each Participant's:		
	<input checked="" type="checkbox"/> (1)	Form W-2 wages	
	<input type="checkbox"/> (2)	Section 3401 wages	
	<input type="checkbox"/> (3)	415 safe harbor compensation	
		(A) Such Compensation <input type="checkbox"/> (i) includes; <input type="checkbox"/> (ii) does not include such amounts which are actually paid to the Participant during the Plan Year and includes employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Employee under sections 125, 132(f)(4), 402(e)(3), or 402(h)(1)(B) of the Code.	
		(B) Amounts received by an Employer pursuant to a nonqualified unfunded deferred compensation plan <input type="checkbox"/> (i) shall; or <input type="checkbox"/> (ii) shall not be considered Compensation in the year the amounts are actually received. Such amounts may be considered Compensation only to the extent includible in gross income.	
Default (1)			
(b)	Compensation shall be determined over the following Determination period: <input checked="" type="checkbox"/> (1) the Plan Year; or <input type="checkbox"/> (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: _____ (day) _____ (month). For Employees whose employment commencement date is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.		
Default (1)			
(c)	For purposes of allocating Employer Contributions, Compensation <input checked="" type="checkbox"/> (1) shall <input type="checkbox"/> (2) shall not include amounts paid prior to a Participant's Entry Date.		
Default (1)			
(d)	Amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates: <input checked="" type="checkbox"/> (1) shall <input type="checkbox"/> (2) shall not be included in Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated employees, and no compensation is included in more than one Limitation Year.		
(e)	(1)	The provisions of the Plan regarding the inclusion of certain post-severance Compensation in the definition of Compensation shall apply in Limitation Years beginning after (enter year): _____.	

	(2)	Compensation <input checked="" type="checkbox"/> (A) shall <input type="checkbox"/> (B) shall not include amounts paid within 2 ½ months after severance from employment (or the end of the Limitation Year that includes the date of severance) for unused accrued bona fide sick, vacation or other leave that the Employee would have been able to receive if employment had continued; and amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan which would have been paid at the same time if employment had continued, but only to the extent includible in gross income.		
	(3)	Compensation shall include post-severance Compensation paid to:		
		<input type="checkbox"/> (A)	Any Participant who is permanently and totally disabled (Check this box only if salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable period.)	
		<input type="checkbox"/> (B)	Any permanently and totally disabled Participant who immediately before becoming disabled, was not a Highly Compensated Employee	
(f)	(1)	In computing a Participant's Compensation (as defined under Section 12.09 of the Plan), the following shall be excluded:		
			All Contributions	Nonelective Contributions
		<input checked="" type="checkbox"/> (A)	No exclusions. All compensation will be included.	
		<input type="checkbox"/> (B)	Elective Deferrals	
		<input type="checkbox"/> (C)	Overtime	
		<input type="checkbox"/> (D)	Bonuses	
		<input type="checkbox"/> (E)	Commission	
		<input type="checkbox"/> (F)	Fringe Benefits	
		<input type="checkbox"/> (G)	Deemed 125	
		<input type="checkbox"/> (H)	Compensation in excess of \$ _____	
		<input type="checkbox"/> (I)	NRA Non-taxable Compensation (see Section 12.25 of the Plan)	
		<input type="checkbox"/> (J)	Other (specify): _____	
	(2)	Specify here if the exclusions in (f)(1)) above apply differently to other money sources such as Elective Deferrals, Employer Matching: _____		
(g)	(1)	Allocation Periods for Contributions		
			All Contributions	Nonelective Contribution
		<input type="checkbox"/> (A)	Weekly	
		<input type="checkbox"/> (B)	Bi-weekly	
		<input type="checkbox"/> (C)	Quarterly	
		<input type="checkbox"/> (D)	Annual	
		<input checked="" type="checkbox"/> (E)	Per Pay	
		<input type="checkbox"/> (F)	Other (specify): _____	
	(2)	Specify here if the allocation periods in (g)(1)) above apply differently to other money sources such as Elective Deferrals, Employer Matching: _____		
Note: All definitions of Compensation contained in this Item 17 are considered safe harbor except items 17(e)(1), (e)(3), (f)(1)(C), (D), (E) and (H). Under these elections, Compensation could fail to be nondiscriminatory and may result in more complex nondiscrimination testing. Under Item 17(f)(1)(J), the Employer may describe this election from the elections available under Item 17(f)(1)(A)-(I), or a contribution thereof as to a Participant Group (e.g. Division A Employees shall have no exclusions to Compensation; Division B Employees shall have overtime excluded); or describe another exclusion (e.g. Exclude Stipend pay from Compensation).				
18. Early Retirement Age shall mean:				
	<input checked="" type="checkbox"/> (a)	Not applicable		
	<input type="checkbox"/> (b)	Age _____ (not less than Age 55) and completion of _____ Years of Service		
Default (a)				
19. Normal Retirement Age shall mean:				
Note: If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the plan that such age is reasonably representative of the typical retirement age for the industry in which the participants work. For purposes of (a) and (b) below, an age of 50 is permitted if substantially all Participants are qualified public safety employees as defined in Code § 72(t)(1).				
(a) PROFIT SHARING PLAN				
	<input checked="" type="checkbox"/> (1)	Age <u>65</u> (not to exceed age 65); or		

<input type="checkbox"/> (2)	The later of age _____ (not to exceed age 65) or the _____ (not to exceed 5th) anniversary of the Participation Commencement Date		
<p>Note: If, for Plan Years beginning before January 1, 1988, Normal Retirement Age was determined with reference to the anniversary of the participation commencement date (more than 5 but not to exceed 10 years), the anniversary date for Participants who first commenced participation under the Plan before the first Plan Year beginning on or after January 1, 1988, shall be the earlier of (a) the tenth anniversary of the date the Participant commenced participation in the Plan (or such anniversary as had been elected by the Employer, if less than 10) or (b) the fifth anniversary of the first day of the first Plan Year beginning on or after January 1, 1988. The Participation Commencement Date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.</p>			
(b) MONEY PURCHASE PLAN			
Age _____ (not less than 55, nor in excess of 65). Note: The age selected must not be earlier than the earliest retirement age that is reasonably representative of the typical retirement age for the industry in which the plan participants work. Age 62 or older automatically meets this requirement.			
Default – age 65			
TYPES OF CONTRIBUTIONS PERMITTED			
20. This Plan will accept the following types of Contributions (Check all that apply or N/A):			
		Profit Sharing	Money Purchase
<input checked="" type="checkbox"/> (a)	Employer Nonelective Contribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (b)	Employer Matching Contribution (see Addendum C)	<input checked="" type="checkbox"/>	N/A
<input type="checkbox"/> (c)	Paid Time Off (PTO) Contributions	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Employer "Pick-up" Contribution	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (e)	Social Security Replacement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	Employee Mandatory Contribution	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (g)	Employee Nondeductible/After-Tax Contribution	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (h)	Rollovers from other eligible Plans	<input type="checkbox"/>	<input type="checkbox"/>
ELIGIBILITY			
<p>Note: Refer to Addendum B for separate eligibility provisions for Elective Deferrals and Employer Matching Contributions related to a traditional 401(k). This section refers to Employer Nonelective Contributions only.</p>			
21. Age and Service Requirements			
All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:			
<input checked="" type="checkbox"/> (a)	Not applicable. There is no age or service requirement.		
<input type="checkbox"/> (b)	Employees who have not attained age _____ (cannot exceed age 21)		
<input type="checkbox"/> (c)	Employees who have not completed _____ Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year. Cannot exceed 1 year for Elective Deferral Contributions.)		
	Default (a)		
22. Eligible Classes of Employees			
All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:			
<input checked="" type="checkbox"/> (a)	Not applicable. There are no exclusions		
<input type="checkbox"/> (b)	Collectively Bargained Employees (see Section 12.08 of the Plan)		
<input type="checkbox"/> (c)	Nonresident Aliens (see Section 12.25 of the Plan)		
<input type="checkbox"/> (d)	Employees who become Employees as the result of a "§410(b)(6)(C) transaction" (see Section 12.01 of the Plan)		
<input type="checkbox"/> (e)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code: _____		
<input type="checkbox"/> (f)	Employees Leased from: _____		
<input type="checkbox"/> (g)	Hourly Rated Employees		
<input type="checkbox"/> (h)	Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees. Specific individuals may not be named.)		

Default (b), (c), (d)			
23. Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): <input type="checkbox"/> (a) _____; <input checked="" type="checkbox"/> (b) Not applicable. Default (b)			
24. The eligibility and service requirements above <input type="checkbox"/> (a) are <input checked="" type="checkbox"/> (b) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan. Default (b)			
SERVICE			
25. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.			
<input checked="" type="checkbox"/> (a)	On the basis of actual hours for which an Employee is paid or entitled to payment		
<input type="checkbox"/> (b)	On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 12.21 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day		
<input type="checkbox"/> (c)	On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 12.21 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week		
<input type="checkbox"/> (d)	On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 12.21 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period		
<input type="checkbox"/> (e)	On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 12.21 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month		
<input type="checkbox"/> (f)	On the basis of Elapsed Time, as provided for in Section 12.37(b) of the Plan. (Do not complete Items 26 and 27)		
Default (a)			
26. A Year of Service shall mean <input checked="" type="checkbox"/> (a) a 12-consecutive month period during which an Employee completes at least _____ (not to exceed 1000) Hours of Service with the Employer; or <input type="checkbox"/> (b) Not applicable			
27. A Break in Service shall mean <input type="checkbox"/> (a) a 12-consecutive month period during which an Employee does not complete more than _____ (not to exceed 500) Hours of Service; or <input checked="" type="checkbox"/> (b) Not applicable			
28. Subsequent Eligibility Computation Periods under Section 2.02(a) shall commence with:			
<input checked="" type="checkbox"/> (a)	The anniversary of the Employee's employment commencement date; or		
<input type="checkbox"/> (b)	The Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.		
Default (b)			
29. Subsequent Vesting Computation Periods under Section 5.03(b) shall commence with:			
<input checked="" type="checkbox"/> (a)	The anniversary of the Employee's employment commencement date; or		
<input type="checkbox"/> (b)	The Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.		
Default (b)			
ENTRY DATE			
30. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:			
(a)		All Contributions	Nonelective Contributions
<input checked="" type="checkbox"/> (1)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date	<input checked="" type="checkbox"/>	N/A
<input type="checkbox"/> (2)	The day on which the Employee satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (3)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (4)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (5)	The first day of the month in which the Participant satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (6)	The first day of the following month after the Employee satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (7)	The first day of the Plan Year which immediately follows the Plan Year in which the Participant satisfies the eligibility requirements. Note: This option may not be selected unless the maximum age and service requirements otherwise selected in this adoption agreement, if applicable, are reduced by ½ year.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (8)	The first day of each of the following months of the Plan Year (must include the 1st and the 7th month of the Plan Year): _____	<input type="checkbox"/>	<input type="checkbox"/>
Default – (4)			

<input type="checkbox"/> (b)	Specify here if the entry date in (a) above applies differently to other money sources such as Elective Deferrals, Employer Matching: _____				
31. Notwithstanding the Entry Date selected in Item 30 above, <input type="checkbox"/> (a) an Employee who has completed the eligibility requirements as of _____ will (leave blank if inapplicable) will become a Participant immediately on such date, or the Entry Date specified in Item 30, if earlier; or <input checked="" type="checkbox"/> (b) Not applicable. Default (b)					
NONELECTIVE EMPLOYER CONTRIBUTIONS					
PROFIT SHARING PLAN					
32. Employer contributions shall be limited to the Employer's current or accumulated profits. Default – (b)				<input type="checkbox"/> (a) Yes	<input checked="" type="checkbox"/> (b) No
33. Allocation of Profit Sharing Plan Nonelective Employer Contributions shall be made as follows:					
<input type="checkbox"/> (a)	Employer Contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the Compensation for all Participants.				
<input checked="" type="checkbox"/> (b)	Participant Group Allocation Method (as described in section 3.03(b) of the Plan): Each Participant shall be in a separate allocation group.				
MONEY PURCHASE PLAN					
34. The allocation of Employer Contributions and Forfeitures (choose one):					
<input type="checkbox"/> (a)	_____ % (not to exceed 25%) of each Participant's Compensation; or				
<input type="checkbox"/> (b)	\$ _____ (not to exceed the dollar limitation under section 415(c)(1)(A) of the Code)				
35. The Employer <input type="checkbox"/> (a) shall <input type="checkbox"/> (b) shall not make contributions on behalf of disabled Participants on the basis of the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled. Such imputed Compensation for the disabled Participant may be taken into account only if the Participant is not a Highly Compensated Employee, and contributions made on behalf of such Participant will be nonforfeitable when made. Compensation will mean compensation as that term is defined in Section 12.39 of the Plan.					
ADDITIONAL NONELECTIVE EMPLOYER CONTRIBUTIONS					
36. <input type="checkbox"/> Davis Bacon Plan. The Employer shall allocate contributions based on Section 3.06 of the Plan. This allocation shall apply to <input type="checkbox"/> (a) Profit Sharing Plan; <input type="checkbox"/> (b) Money Purchase Plan.					
If item 36 is checked, the Employer must complete the Contractors Retirement Plan Addendum D.					
ADDITIONAL ALLOCATION CONDITIONS					
37. Employer Contributions for a Plan Year shall be allocated among the accounts of each Participant who satisfy the following additional allocation conditions (check all that apply):					
<input checked="" type="checkbox"/> (a)			All Contributions	Nonelective Contributions	Forfeitures
	<input checked="" type="checkbox"/> (1)	None	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> (2)	_____ (not to exceed 1,000) Hours of Service for the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> (3)	Employed by the Employer on the last day of the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> (4)	Employees who terminated employment (within the Plan Year) with at least 501 Hours of Service. See Note after 37(a)(5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> (5)	Employees who terminated employment (within the Plan Year) with at least _____ Hours of Service. See Note after 37(a)(5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Default (1) shall apply to all sources					
Note: Items 37(a)(4) and (5) relate only to Terminated Participants -					
If Item 37(a)(4) is elected by the Employer, the Plan require a Participant to complete during a Plan Year 501 Hours of Service (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.					
If Item 37(a)(5) is elected by the Employer, the Plan require a Participant to complete during a Plan Year the number of Hours of Service selected, not to exceed 1000 hours (or to be employed for at least 91 consecutive calendar days under the Elapsed Time Method) to share in the allocation of Employer Contributions for that Plan Year where the Participant is not employed by the Employer on the last day of that Plan Year, including the Plan Year in which the Employer terminates the Plan.					
<input checked="" type="checkbox"/> (b)	Specify here if any additional allocation conditions in (a) above apply to other money sources such as Employer Matching Contributions: _____				
<input checked="" type="checkbox"/> (c)	A Participant who retires during the Plan Year shall share in Employer Contributions				

	<input checked="" type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 37(a) above
	<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 37(a) above
<input checked="" type="checkbox"/> (d)	A Participant who dies during the Plan Year shall share in Employer Contributions:	
	<input checked="" type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 37(a) above
	<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 37(a) above
<input checked="" type="checkbox"/> (e)	A Participant who becomes Disabled during the Plan Year shall share in Employer Contributions	
	<input checked="" type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 37(a) above
	<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 37(a) above
EMPLOYEE CONTRIBUTIONS		
38.	<input checked="" type="checkbox"/> (a)	Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from: (Check each that applies or N/A.)
	<input checked="" type="checkbox"/> (1)	Not applicable. The Plan will not accept Direct Rollovers from any plan
	<input type="checkbox"/> (2)	A qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax Employee Contributions
	<input type="checkbox"/> (3)	A qualified plan described in section 401(a) or 403(a) of the Code, including After-Tax Employee Contributions
	<input type="checkbox"/> (4)	An annuity contract described in section 403(b) of the Code, excluding After-Tax Employee Contributions
	<input type="checkbox"/> (5)	An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
	<input type="checkbox"/> (6)	Designated Roth accounts from plans checked above
	Default (1)	
	<input checked="" type="checkbox"/> (b)	Participant Indirect Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from: (Check each that applies or N/A.)
	<input checked="" type="checkbox"/> (1)	Not applicable. The Plan will not accept Rollover Contributions from any employer plan
	<input type="checkbox"/> (2)	A qualified plan described in section 401(a) or 403(a) of the Code
	<input type="checkbox"/> (3)	An annuity contract described in section 403(b) of the Code
	<input type="checkbox"/> (4)	An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
	<input type="checkbox"/> (5)	Designated Roth accounts from plans checked above
	Default (1)	
	<input checked="" type="checkbox"/> (c)	Participant Rollover Contributions from IRAs: The Plan <input type="checkbox"/> (1) will <input checked="" type="checkbox"/> (2) will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income. Default (2)
	<input checked="" type="checkbox"/> (d)	The Plan <input type="checkbox"/> (1) will <input checked="" type="checkbox"/> (2) will not permit In-Plan Roth Rollovers.
39. If rollovers are permitted above, the following individuals are permitted to make rollover contributions		
<input type="checkbox"/> (a)	All Employees	
<input type="checkbox"/> (b)	Employees after becoming a Participant	
40. Involuntary Cash-out Provisions and Treatment of Rollovers		
(a)	\$ _____ Enter an amount from \$0 to \$5000, which will be the value of the Employee's vested account balance for purposes of the Plans involuntary cash-out rules. Default (\$1,000)	
(b)	The Employer <input type="checkbox"/> (1) elects <input type="checkbox"/> (2) does not elect to exclude rollover contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules. Default (1)	
(c)	If the Employer has elected to exclude rollover contributions, the election shall apply with respect to distributions made after: _____ (Enter a date not earlier than December 31, 2001), with respect to Participants who separated from service after: _____ (Enter a date not earlier than December 31, 2001)	
<input checked="" type="checkbox"/> (d)	Not applicable. No rollovers shall be permitted under the Plan.	
41. Employee Mandatory Contributions.		
<input checked="" type="checkbox"/> (a)	Are Employee Mandatory Contributions permitted to be made in this Plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> (b)	If Yes, complete items (b)(1) through (b)(3).	
	<input type="checkbox"/> (1)	The amount of Employee Mandatory Contributions shall be _____ %

<input type="checkbox"/> (2)	Are these contributions section 3121 IRC contributions meant to be part of a Social Security Replacement Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> (3)	Are Employee Mandatory Contributions treated as Employer "Pick-Up" Contributions pursuant to Section 3.07(b) of the Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, indicate which employer contributions: _____		
42. Employee Nondeductible/After-Tax Contributions are permitted to be made in this Plan		<input type="checkbox"/> (a) Yes	<input checked="" type="checkbox"/> (b) No
43. PTO Allocations			
(a)	The Employer shall make contributions based on accrued unpaid PTO amounts to the Plan.	<input type="checkbox"/> (1) Yes	<input checked="" type="checkbox"/> (2) No
If "Yes" is selected in (a) above, the following PTO allocations in (b) and (c) below apply:			
(b)	The following Employees are eligible for PTO Contributions:		
<input type="checkbox"/> (1)	All Employees		
<input type="checkbox"/> (2)	Non-Highly Compensated Employees		
<input type="checkbox"/> (3)	The following classes of Employees (Describe groups e.g. School Business Official and Superintendent only): _____		
(c)	PTO Contribution Amounts pursuant to Section 3.07 of the Plan shall be paid as follows:		
<input type="checkbox"/> (1)	Annual Employer Contributions allocated as follows: _____		
<input type="checkbox"/> (2)	At termination of employment allocated as follows: _____		
<input type="checkbox"/> (3)	An Employee Designated PTO where the amount of the accrued PTO shall be determined by eligible Employees each Plan Year (and if the Employer so elects not to exceed a maximum amount). If this item is elected by the Employer then to the extent that the Participant elects to contribute less than the entire PTO, the remainder of the PTO shall be		
	<input type="checkbox"/> (A)	Forfeited at the end of the Plan Year; or	
	<input type="checkbox"/> (B)	Remain in the PTO bank of the Employee; and	
	<input type="checkbox"/> (C)	Upon termination of service, the Participant (select one): <input type="checkbox"/> (i) shall be deemed to elect to contribute all of the accrued PTO to the Plan; or <input type="checkbox"/> (ii) may elect any portion of the accrued PTO to contribute to the Plan	
<input type="checkbox"/> (4)	Minimum PTO Amount:	<input type="checkbox"/> (A) None; or	<input type="checkbox"/> (B) \$ _____
<input type="checkbox"/> (5)	Excess PTO Amounts. The plan limits PTO allocations based on section 415 and any other IRS limitations that may apply. The excess amounts shall be: <input type="checkbox"/> (A) forfeited; or <input type="checkbox"/> (B) remain in the Participant's PTO bank; or <input type="checkbox"/> (C) Other (must be a method that satisfies IRS guidance): _____		
<input type="checkbox"/> (6)	Other method of PTO allocation (must satisfy IRS guidance): _____		
VESTING AND FORFEITURE REQUIREMENTS			
44.	Vesting Schedule		
(a)	Each Participant's vested percentage in his Employer Contribution Account shall be determined as follows:		
<input type="checkbox"/> (1)	Vesting Formula #1 - 100% immediate vesting		
<input type="checkbox"/> (2)	Vesting Formula #2 - 100% vested after _____ (not to exceed 3) Years of Service		
<input type="checkbox"/> (3)	Vesting Formula #3:		
	Years of Service	Vested Percentage	
	Less than 1	%	
	1	%	
	2	%(not less than 20%)	
	3	%(not less than 40%)	
	4	%(not less than 60%)	
	5	%(not less than 80%)	
	6 or more	100%	
<input type="checkbox"/> (b)	Specify here if a vesting schedule in (a) above applies differently to other money sources such as Employer Matching Contributions: _____		
<input checked="" type="checkbox"/> (c)	Specify here if a vesting schedule selected is using the pre-1974 vesting rules for governmental entities and specify the Vesting Schedule. Such schedule must satisfy IRS guidelines, including issued IRS Directives. If selected, complete Addendum E.		

<input type="checkbox"/> (d)	All Participants as of _____ will be 100% vested as of the earlier of such date or the date specified by the Vesting Formula selected above.	
45.	(a) All of an Employee's Years of Service with the Employer are counted to determine the nonforfeitable percentage in the Employee's account balance derived from Employer contributions except:	
	<input type="checkbox"/> (1)	Years of Service before age 18
	<input type="checkbox"/> (2)	Years of Service during a period for which the Employee made no mandatory contributions
	<input type="checkbox"/> (3)	Years of Service before the Employer maintained this Plan or a predecessor plan
	<input type="checkbox"/> (4)	Years of Service before January 1, 1971, unless the Employee has had at least 3 Years of Service after December 31, 1970
	<input type="checkbox"/> (5)	Years of Service before the effective date of ERISA if such service would have been disregarded under the Break in Service rules of the prior plan in effect from time to time before such date. For these purposes, Break in Service rules are rules which result in the loss of prior vesting or benefit accruals, or which deny an employee eligibility to participate, by reason of separation or failure to complete a required period of service within a specified period of time
	<input checked="" type="checkbox"/> (6)	Not applicable
	Default (6)	
	(b) Years of Service for eligibility and vesting purposes will also include	
	<input type="checkbox"/> (1)	Years of Service with the following named predecessor employers: _____
	<input type="checkbox"/> (2)	Years of Service with the following named predecessor employers during the time a qualified plan was maintained: _____
	<input checked="" type="checkbox"/> (3)	Not applicable
46.	Employer contribution forfeitures not used to restore Participant's Accounts will be (check all that apply):	
<input type="checkbox"/> (a)	Allocated in addition to the Employer Contributions	
<input checked="" type="checkbox"/> (b)	Used to reduce otherwise required Employer contributions; or	
<input type="checkbox"/> (c)	Used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution (applicable to 401(k) plans only)	
<input type="checkbox"/> (d)	Used to reduce Employer Contributions in the following order and manner	
	<input type="checkbox"/> (1)	For the current Plan Year
	<input type="checkbox"/> (2)	For the subsequent Plan Year
	<input type="checkbox"/> (3)	Other (describe): _____
<input type="checkbox"/> (e)	Not applicable. 100% vesting has been elected and there are no forfeitures under the Plan	
	Default (b)	
47.	Forfeitures arising on account of distribution of a Participant's vested benefit shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:	
<input checked="" type="checkbox"/> (a)	Employee's termination of employment	
<input type="checkbox"/> (b)	Employee having incurred a 1-year Break in Service	
<input type="checkbox"/> (c)	Employee having incurred 2 consecutive 1-year Breaks in Service	
<input type="checkbox"/> (d)	Employee having incurred 5 consecutive 1-year Breaks in Service	
<input type="checkbox"/> (e)	The later of the payment of the vested benefit or the Employee having incurred 5 consecutive 1-year Breaks in Service	
<input type="checkbox"/> (f)	Not applicable	
	Default (a)	
OPTIONAL FORMS OF BENEFIT		
48.	The benefit options under the Plan include the following (check all options which apply):	
<input checked="" type="checkbox"/> (a)	Single sum payment	
<input type="checkbox"/> (b)	Ad hoc Distributions	
<input type="checkbox"/> (c)	Installment Payments over Single or Joint Life Expectancy	
<input type="checkbox"/> (d)	Annuity Payments over the life or joint lives of the Participant and beneficiary	
	Default (a), (b), and (c) Note: If "(c)" is selected such annuity shall become the normal form of retirement benefit.	
DISTRIBUTIONS		

49. Unless earlier distribution is required by Sections 8.02 or 5.04 of the Plan, if a Participant terminates employment for a reason other than retirement on or after the Participant's Normal Retirement Age, death or Disability of the Participant, the Participant shall be eligible for payment of benefits as soon as administratively feasible following the:

(a) Last day of the Plan Year coincident with or next following the date of termination

(b) Last day of the Plan Year after the Participant incurs _____ (up to 5) consecutive 1-year Breaks in Service

(c) Date of termination

(d) Distributions shall not be permitted until the Participant attains the Normal Retirement Age under the Plan, regardless if termination of service has occurred

Default (c)

50. In-Service distributions

Note: In-service distribution provisions do not apply to Money Purchase Plans.

(a) The following in-service provisions apply to this Plan (check all that apply to this Plan and the contribution to which they apply):

		Nonelective Contributions	Voluntary/Mandatory	Rollovers
<input type="checkbox"/> (1)	24-month rule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (2)	60-month participation rule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (3)	Hardship distribution provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (4)	Financial Hardship Distribution Provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (5)	Attainment of Age _____ (Any age may be inserted for nonelective contributions.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (6)	Attainment of Age 59 1/2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (7)	Distribution at any time	N/A	<input type="checkbox"/>	<input type="checkbox"/>

(b) Specify here if the in-service distribution provisions in (a) above apply differently to other money sources such as Elective Deferrals, Employer Matching, In-Plan Roth Rollovers: _____
 Note: Elective Deferrals and income allocable are not permitted to be part of an in-service distribution unless the participant has attained age 59 1/2 or there is a hardship.

51. Loans to participants are permitted. (a) Yes (b) No

INVESTMENT PROVISIONS

52. Direction of Investments

(a) Investments will be determined in the discretion of the (choose one):

(1) Trustee (2) Employer (3) Participants

The Trustee shall invest in accordance with the provisions of the Trust Agreement attached hereto.

Default (3)

(b) Participant-Directed Investments: If the Participants have been designated to determine investments, then the following provisions shall apply:

(1) Each Participant may direct the investment of (choose one):

(A) The Vested Percentage of his or her Participant Account;

(B) The entire balance of his or her Participant Account; or

(C) _____% of the Employer Non-Elective Account Balance, _____% of the Employer Match Account Balance, _____% of the Employer QNEC Account Balance, _____% of the Employer QMAC Account Balance, _____% of the Employer Money Purchase Account Balance, _____% of the Employee Elective Deferral Account Balance, _____% of the Employee "after-tax" Account Balance, _____% of the Rollover/Transfer Account Balance

Default (b)(1)(B)

(2) The investments from which a Participant may choose when directing investment of his or her Participant Account ("Available Investments") shall be the following

(A) Any investment acceptable to the Employer; or

(B) Such other investments or investment funds as may be selected by the Employer according to the Plan's written investment policy as prepared by the Employer as revised from time to time. In making such selection, the Employer shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Available Investments under the Plan shall be diversified. The Employer shall notify the Trustee in writing of the selection of the Available Investments under the Plan and any changes thereto.

Default (b)(2)(A)	
(3)	Direction of investment shall be made to the Trustee in such form as may be acceptable to the Trustee. Unless the Trustee adopts rules allowing directions to be made by telephone, direction must be made by written order delivered to the Trustee. Within a reasonable time after receipt of investment directions, the Trustee shall implement such directions, and the Trustee shall have no duty to diversify investments so directed, and the Trustee need not consider whether such investments are authorized by the laws of any jurisdiction as a trust investment. If any investment orders are not received, or, if received, are unclear in the opinion of the Trustee, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest, pending receipt of such orders or clarification.
(4)	The Trustee shall maintain a segregated account for each of the accounts for which investment is directed by a Participant.
(5)	The Trustee and Plan Administrator are authorized to establish any reasonable rules and procedures governing Participant-directed accounts which they deem desirable. Any such rules and procedures will be applied to all Participants on a nondiscriminatory basis. The Trustee is specifically authorized to establish any rules and procedures which it deems necessary or advisable to comply with the requirements of section 404(c) of ERISA.
(6)	The Trustee may require any Participant to enter into an agreement with the Trustee consenting to the Trustee's rules and procedures and providing such other provisions and indemnities as the Trustee shall require before allowing the Participant to direct any investment of his account.
(7)	To the extent allowed by law, the Trustee shall not be liable for any loss resulting from the Participant's direction of the investment of all or any portion of his Participant's Account.
(c)	Allocation of Earnings and Losses: To the extent that the Trustee maintains segregated accounts for Participants, the actual earnings and losses with respect to each segregated account shall be allocated to such account. To the extent that the Trustee does not maintain segregated accounts for Participants, the earnings and losses of the Trust shall be allocated pro rata among Participant's Accounts, on the basis specified below (choose one):
<input type="checkbox"/> (1)	Participant's Account balance as of the preceding Valuation Date, less subsequent distributions, withdrawals, forfeitures from the account, and insurance premium payments
<input type="checkbox"/> (2)	Participant's Account balance as of the preceding Valuation Date, less subsequent distributions, withdrawals, forfeitures from the account, and insurance premium payments, plus one-half of Elective Deferrals and Employee Nondeductible Contributions, if applicable
<input type="checkbox"/> (3)	On a time-weighted basis taking into account the balances in Participant's Accounts as of the most recent Valuation Date and the actual dates of any increases or decreases in the Participant's Accounts
<input type="checkbox"/> (4)	Any portion of a Participant's Account that is subject to the investment control of the Participant shall be adjusted for investment experience at the close of each business day
Default (c)(1)	
53. If elected below, the Trustee is authorized to invest an amount not to exceed the percentage of plan assets specified in qualified employer securities (as defined in section 407(d)(5) of ERISA).	
<input checked="" type="checkbox"/> (a)	Investment in qualified employer securities is not permitted
<input type="checkbox"/> (b)	Investment in qualified employer securities is permitted in an amount not to exceed _____% of plan assets
Default (a)	
54. Life Insurance Provision	
<input checked="" type="checkbox"/> (a)	The Trustee shall not be authorized to purchase life insurance contracts on the lives of the Participants.
<input type="checkbox"/> (b)	The Trustee shall be authorized to purchase life insurance contracts on the lives of the Participants at the direction of the <input type="checkbox"/> (1) Plan Administrator <input type="checkbox"/> (2) the Participant.
Default (a)	
PART 2: COMPLETE THIS PART 2 FOR ALL PLAN TYPES	
OVERRIDING LANGUAGE FOR MULTIPLE PLANS	
55.	If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could become a Participant, the Employer must complete this section. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a pre-approved plan:
	If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a pre-approved plan:
<input checked="" type="checkbox"/> (a)	The provisions of Section 6.02 of Article VI will apply as if the other plan were a pre-approved plan.
<input type="checkbox"/> (b)	Provide the method under which the plans will limit total annual additions to the maximum permissible amount, and will properly reduce any excess amounts, in a manner that precludes employer discretion: _____
56.	The Employer wishes to add overriding language to satisfy section 416 in the case of required aggregation under multiple plans:

<input checked="" type="checkbox"/> (a)	No
<input type="checkbox"/> (b)	Yes. (Employer must attach overriding language, if elected.): _____
57.	If 56(b) above is elected, complete the following
<input type="checkbox"/> (a)	Interest Rate: _____; Mortality Table: _____; or
<input type="checkbox"/> (b)	The interest rate and mortality table specified to determine "present value" for top-heavy purposes in the defined benefit plan.

ADDENDUMS TO ADOPTION AGREEMENT #02010

The Following Addendums apply (see Part 3):

<input type="checkbox"/> A	Restatement Effective Dates	<input type="checkbox"/> D	Contractor's Retirement Plan Schedule
<input type="checkbox"/> B	Cash or Deferred Plan Elections	<input checked="" type="checkbox"/> E	Pre-1974 Vesting Schedules
<input type="checkbox"/> C	Multiple Employer Participation Agreement		

RELIANCE ON OPINION LETTER

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under § 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2017-41.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in § 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in § 419A(d) (3) of the Code, or an individual medical account, as defined in § 415(l) (2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of § 415 and 416.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Rev. Proc. 2017-41.

This Adoption Agreement may be used only in conjunction with basic Plan Document #02.

The Provider will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.

NOTICE: Failure to properly complete this Adoption Agreement may result in disqualification of the Plan. The Employer's tax advisor should review the Plan and Trust and this Adoption Agreement prior to the Employer adopting such Plan.

The Provider will prepare two separate Adoption Agreements for the Employer's signature where such Employer is adopting both a Profit Sharing Plan and a Money Purchase Plan.

The adopting Employer must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatement of the Plan, a new Adoption Agreement must be completed.

SIGNATURES

Name of Employer: Mid-America Technology Center

Authorized Signature:

Date:

Print Name/Title of Signer: Michael Eubank

PART 3: ADOPTION AGREEMENT ADDENDUMS

ADDENDUM A: RESTATEMENT EFFECTIVE DATES

NOTE: IF THIS PLAN IS NOT A RESTATEMENT OF ANY EXISTING PLAN, THIS ADDENDUM DOES NOT APPLY.

401(a) PROFIT SHARING and MONEY PURCHASE PLANS

Provision		Effective Date	
		Profit Sharing	Money Purchase
<input type="checkbox"/> (a)	The eligibility requirements under Item	_____	_____
<input type="checkbox"/> (b)	The Employer contribution provisions under Item	_____	_____
<input type="checkbox"/> (c)	The Vesting Formula under Item	_____	_____
<input type="checkbox"/> (d)	In-Service Distributions under Item	_____	N/A
<input type="checkbox"/> (e)	Financial Hardship Distributions under Item	_____	N/A
<input type="checkbox"/> (f)	Hardship Distributions under Item	_____	N/A
<input type="checkbox"/> (g)	Loan Provisions under Item	_____	_____
<input type="checkbox"/> (h)	Definition of Required Beginning Date under Item	_____	_____
<input type="checkbox"/> (i)	Entry Date(s) under Item	_____	_____
<input type="checkbox"/> (j)	Amended to include <input type="checkbox"/> Traditional 401(k); <input type="checkbox"/> Designated Roth	_____	N/A
<input type="checkbox"/> (k)	Commencement of Elective Deferrals	_____	N/A
<input type="checkbox"/> (l)	Matching Contributions under Item	_____	N/A
<input type="checkbox"/> (m)	Enter Provision and Item Number, if applicable: _____	_____	_____
<input type="checkbox"/> (n)	Enter Provision and Item Number, if applicable: _____	_____	_____
<input type="checkbox"/> (o)	Other: _____	_____	_____
<input type="checkbox"/>	If this box is checked, the following protected benefits from another plan must be incorporated into the provisions of this Plan: _____		

Note: If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not either (1) available as a provision through the Pre-Approved Plan or (2) the subject of a prior determination, advisory or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date and shall apply only to the extent required under Code Section 411(d)(6).

ADDENDUM B: CASH OR DEFERRED PLAN ELECTIONS

This section and items may only be used by Governmental Employers who maintain grandfathered 401(k) Plans. (Such plan must have been adopted prior to May 6, 1986.) If this is not a grandfathered cash or deferred plan, do not complete this Cash or Deferred Plan Elections Addendum.

1. The following CODA provisions shall apply:

- | | | |
|--------------------------|-----|---|
| <input type="checkbox"/> | (a) | Traditional 401(k) |
| <input type="checkbox"/> | (b) | Roth Elective Deferrals (as defined in Section 12.61 of the Plan Document 02) |
| <input type="checkbox"/> | (c) | Not applicable. The Plan does not contain a grandfathered cash or deferred election |

2. Catch-up eligible Participants may make Catch-up Contributions. (a) Yes (b) No

3. Automatic Enrollment: If an eligible Employee fails to make an affirmative election not to participate with respect to Elective Deferrals, the percentage in Item 4 below:

- | | | |
|--------------------------|-----|---|
| <input type="checkbox"/> | (a) | Shall be automatically withheld and contributed to the Plan as an Elective Deferral |
| <input type="checkbox"/> | (b) | Not applicable. Automatic Enrollment shall not apply to this Plan. |

4. Amount of Automatic Elective Deferral: If Item 3(a) is elected, the following percentage or amount shall be automatically deducted from the Employee's Compensation and contributed to the Plan as an Elective Deferral:

- | | | | |
|--------------------------|-----|--|---|
| <input type="checkbox"/> | (a) | % | |
| <input type="checkbox"/> | (b) | % with automatic increases each subsequent Plan Year of | % |
| <input type="checkbox"/> | (c) | \$ | |
| <input type="checkbox"/> | (d) | \$ | with automatic increases each subsequent Plan Year of \$ or % of compensation |
| <input type="checkbox"/> | (e) | Not applicable. Automatic Enrollment shall not apply to this Plan. | |

5. Distributions of Excess Elective Deferrals: Participants who claim Excess Elective Deferrals for the preceding taxable year must submit their claims in writing to the Plan Administrator by _____ (specify a date no later than April 15th).
Default March 15th

ELIGIBILITY AND SERVICE REQUIREMENTS

Note: Refer to Part 1 item 21 for separate non-401(k) eligibility provisions.

6. Elective Deferrals

(a) Each Employee will be eligible to participate in this Plan in accordance with Section 13.01, except the following

- | | | |
|--------------------------|-----|---|
| <input type="checkbox"/> | (1) | Employees who have not attained age _____ (cannot exceed age 21) |
| <input type="checkbox"/> | (2) | Employees who have not completed _____ Year(s) of Service. (Cannot exceed one year) |
| <input type="checkbox"/> | (3) | Not applicable. There are no eligibility requirements. |

(b) All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except

- | | | |
|--------------------------|-----|--|
| <input type="checkbox"/> | (1) | Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 12.08 of the Plan |
| <input type="checkbox"/> | (2) | Employees who are nonresident aliens as described in Section 12.25 of the Plan |
| <input type="checkbox"/> | (3) | Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code |
| <input type="checkbox"/> | (4) | Employees leased from: _____ |
| <input type="checkbox"/> | (5) | Hourly Rated Employees |
| <input type="checkbox"/> | (6) | Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees |
| <input type="checkbox"/> | (7) | Other (Describe. Specific individuals may not be named): _____ |
| <input type="checkbox"/> | (8) | Not applicable. There are no exclusions |

(c) The eligibility and service requirements outlined above (1) are (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

7. Matching Contributions

(a) Each Employee will be eligible to participate in this Plan in accordance with Section 13.04, except the following

- | | | |
|--------------------------|-----|---|
| <input type="checkbox"/> | (1) | Employees who have not attained age _____ (cannot exceed age 21) |
| <input type="checkbox"/> | (2) | Employees who have not completed _____ Year(s) of Service. (Cannot exceed one year) |
| <input type="checkbox"/> | (3) | Not applicable. There are no eligibility requirements. |

(b)	All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except	
	<input type="checkbox"/> (1)	Employees included in a unit of Employees covered by a collective bargaining agreement as described in Section 12.08 of the Plan
	<input type="checkbox"/> (2)	Employees who are nonresident aliens as described in Section 12.25 of the Plan
	<input type="checkbox"/> (3)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code
	<input type="checkbox"/> (4)	Employees leased from: _____
	<input type="checkbox"/> (5)	Hourly Rated Employees
	<input type="checkbox"/> (6)	Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees
	<input type="checkbox"/> (7)	Other (Describe. Specific individuals may not be named): _____
	<input type="checkbox"/> (8)	Not applicable. There are no exclusions.
(c)	The eligibility and service requirements outlined above <input type="checkbox"/> (1) are <input type="checkbox"/> (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.	
8. Elective Deferrals		
(a)	Amount of Elective Deferrals: A Participant may elect to have his Compensation reduced by the following percentage or amount per pay period, or for a specified pay period or periods, as designated in writing to the Plan Administrator.	
	<input type="checkbox"/> (1)	An amount of at least _____% but not in excess of _____ % of a Participant's Compensation
	<input type="checkbox"/> (2)	An amount of at least \$_____ but not in excess of \$_____ of a Participant's Compensation
	<input type="checkbox"/> (3)	A percentage determined each year by the proprietor, partners, or board of directors of the Employer and communicated to the Participants on or before the pay period or periods in which such amount is deferred
	Note: No Participant shall be permitted to have Elective Deferrals made under this Plan during any calendar year in excess of the dollar limitation contained in section 402(g) of the Code in effect at the beginning of such taxable year.	
	Default (a)(3)	
(b)	Timing of Elective Deferrals	
	(1)	A Participant may elect to commence Elective Deferrals as of _____ (Date must be at least once each calendar year). Such election shall become effective as of the _____ pay period following the pay period during which the Participant's election to commence elective Deferrals was made, or as soon as administratively feasible thereafter. Such election may not be made retroactively.
	(2)	The Participant will be permitted to change or discontinue the amount of his deferral election effective the beginning of the pay period coincident with or next following the "Change Date(s)" elected below:
	<input type="checkbox"/> (A)	First day of the first month of the Plan Year
	<input type="checkbox"/> (B)	First day of the first or the seventh month of the Plan Year
	<input type="checkbox"/> (C)	First day of the first, fourth, seventh and tenth months of the Plan Year
	<input type="checkbox"/> (D)	First day of each month
	<input type="checkbox"/> (E)	Each (at least annually): _____
	Default (b)(2)(C)	
	(3)	If a Participant elects to stop his Elective Deferrals at a time other than on a Change Date, he will be permitted to start again on:
	<input type="checkbox"/> (A)	The Change Date next following the date Elective Deferrals were stopped
	<input type="checkbox"/> (B)	The Change Date following _____ after the Elective Deferrals were stopped
	Default (b)(3)(A)	
(c)	Bonus Payments	
	<input type="checkbox"/> (1)	A Participant <input type="checkbox"/> (A) may <input type="checkbox"/> (B) may not base Elective Deferrals on cash bonuses that at the Participant's election, may be contributed to the CODA or received by the Participant in cash.
	<input type="checkbox"/> (2)	A Participant shall be afforded a reasonable period to elect to defer amounts described in subsection (a) above. Such election shall become effective as of the _____ (enter number) pay period following the pay period during which the Participant's election to make such Elective Deferrals was made, or as soon as administratively feasible thereafter.
EMPLOYER MATCHING CONTRIBUTIONS		
9. Matching Contributions		
(a)	The Employer will make Matching Contributions to the Plan on behalf of:	
	<input type="checkbox"/> (1)	All Participants in this Plan
	<input type="checkbox"/> (2)	All Participants who are Non-highly Compensated Employees

<input type="checkbox"/> (3)	All Participants who are making
<input type="checkbox"/> (A)	Elective Deferrals
<input type="checkbox"/> (B)	Employee Contributions and/or Elective Deferrals to the following plan of the Employer
<input type="checkbox"/> (i)	The 403(b) plan of the Employer
<input type="checkbox"/> (ii)	The 457(b) plan of the Employer, pursuant to the eligibility requirements of this Plan with respect to Matching Contributions
<input type="checkbox"/> (iii)	The 401(k) plan of the Employer
<input type="checkbox"/> (iv)	If permitted by law or applicable regulations, the following plan of the Employer: _____
<input type="checkbox"/> (4)	Not applicable. The Employer will not make Matching Contributions.
Default (1)	
(b)	Such Participants in (a) above will receive Matching Contributions with respect to
<input type="checkbox"/> (1)	Elective Deferrals; and/or
<input type="checkbox"/> (2)	Employee Contributions to the Plan
Default (1)	
(c)	The Employer shall contribute on behalf of each Participant a Matching Contribution equal to
<input type="checkbox"/> (1)	_____ percent of the Participant's Elective Deferrals
<input type="checkbox"/> (2)	_____ percent of the Participant's Employee Contributions
<input type="checkbox"/> (3)	The Employer shall not match amounts provided in excess of \$_____, or in excess of _____ percent, of the Participant's Compensation
<input type="checkbox"/> (4)	An amount, if any, determined by the Employer Note: If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the discretionary Matching Contribution is made to the Plan.
Default (4)	
(d)	If hardship distributions are permitted, Matching Contributions <input type="checkbox"/> (1) will not <input type="checkbox"/> (2) will be made with respect to Elective Deferrals withdrawn by the Plan Year end on a <input type="checkbox"/> (A) first in, first out basis <input type="checkbox"/> (B) last in, first out basis
Default (2) and (B)	
10. Allocation of Matching Contributions. Matching Contributions for a Plan Year shall be allocated as of the final Valuation Date of the Plan Year as follows:	
(a)	Employer Contributions for a Plan Year shall be allocated among the accounts of each Participant who:
<input type="checkbox"/> (1)	Is credited with an Hour of Service for the Plan Year
<input type="checkbox"/> (2)	Is credited with _____ (not to exceed 1,000) Hours of Service for the Plan Year
<input type="checkbox"/> (3)	Is credited with _____ (not to exceed 1,000) Hours of Service for the Plan Year and is employed by the Employer on the last day of the Plan Year
<input type="checkbox"/> (4)	Is employed on the last day of the Plan Year, regardless of the number of hours of service worked during the Plan Year
<input type="checkbox"/> (5)	Other (Describe e.g. Division A Employees will automatically receive a Matching Contribution; Division B Employees must be credited with 1,000 hours): _____
<input type="checkbox"/> (6)	Not applicable.
(b)	A Participant who retires during the Plan Year shall share in Employer Contributions:
<input type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 10(a) above
<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 10(a) above
(c)	A Participant who dies during the Plan Year shall share in Employer Contributions:
<input type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 10(a) above
<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 10(a) above
(d)	A Participant who becomes Disabled during the Plan Year shall share in Employer Contributions

	<input type="checkbox"/> (1)	Regardless of the Participant's satisfaction of the requirements of 10(a) above
	<input type="checkbox"/> (2)	Only if the Participant satisfies the requirements of 10(a) above
(e)	Employees who terminate employment during the Plan Year with not more than _____ (not to exceed 1000) hours of service and who are not Employees as of the last day of the Plan Year <input type="checkbox"/> (1) shall <input type="checkbox"/> (2) shall not receive an allocation of Matching Contributions.	
11. Vesting of Matching Contributions: Matching Contributions will be vested in accordance with the following vesting formula (choose one):		
(a)	<input type="checkbox"/> (1)	Nonforfeitable when made
	<input type="checkbox"/> (2)	The Profit-Sharing Plan's general vesting formula, other than that for Elective Deferrals
	<input type="checkbox"/> (3)	A vesting schedule using the pre-1974 vesting rules for governmental entities. Such schedule must satisfy IRS guidelines, including issued IRS Directives. If selected, complete Addendum E.
(b)	Forfeitures not used to restore Participant's Matching Account will be (choose one):	
	<input type="checkbox"/> (1)	Allocated in addition to Employer Contributions
	<input type="checkbox"/> (2)	Used to reduce otherwise required Employer Contributions
	<input type="checkbox"/> (3)	Used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contributions
	<input type="checkbox"/> (4)	Used to reduce Employer Contributions (Nonelective and Matching, if applicable) in the following order and manner
	<input type="checkbox"/> (A)	_____ for the current Plan Year
	<input type="checkbox"/> (B)	For the subsequent Plan Year
	<input type="checkbox"/> (5)	Not applicable. 100% vesting has been elected and there are no forfeitures under the Plan

ADDENDUM C: MULTIPLE EMPLOYER PARTICIPATION AGREEMENT

To be completed only in the event this is a Multiple Employer Plan.

1. Name of Plan Sponsor: _____

2. Each Participating Employer that agrees to adopt this Plan shall agree to the following terms:

- (a) Each Participating Employer of the Plan Sponsor's Plan shall be required to use the same Custodian as provided in the Plan.
- (b) The Custodian may, but shall not be required to, commingle, hold and invest in one Group Custodial Account all contributions made by Participating Employers, as well as all increments thereof.
- (c) Participating Employer's (1) may; or (2) may not make modifications to certain provisions as specified in Item 9 below.

3. DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a party to this Plan; provided, however, that with respect to all of its relations with the Custodian for the purpose of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Plan Sponsor as its agent. Unless the context of the Plan clearly indicates the contrary, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

4. EMPLOYEE TRANSFERS BETWEEN EMPLOYERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility may be carried with the Employee involved, if elected in the Participation Agreement, unless the credit is required by law.

5. PARTICIPATING EMPLOYER CONTRIBUTION AND FORFEITURES

Any contribution or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer, and shall be allocated only among the Participants eligible to share in the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed. On the basis of the information furnished by the Plan Administrator, the Custodian shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Custodian may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall as soon as administratively feasible notify the Custodian thereof.

6. AMENDMENT

The Plan Sponsor has the unilateral right to amend the Plan and the Participation Agreement for adoption by Participating Employers. A Participating Employer may amend the Participation Agreement with respect to the available choices, but may not amend the language contained within the Plan or the Participation Agreement. If the Plan Sponsor amends the Plan and/or the Participation Agreement, the Plan Sponsor will communicate such amendments to all Participating Employers.

7. DISCONTINUANCE OF PARTICIPATION

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Plan Sponsor. The Custodian shall thereafter transfer, deliver and assign Contracts and other Custodial Fund assets allocable to the Participants of such Participating Employer to such new custodian or issuer as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees provided, however, that no such transfer shall be made if the result is the elimination or reduction of any vested or protected benefit as described in the Plan. If no successor is designated, the Custodian shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of the Custodial Agreement. In no such event shall any part of the corpus or income of the Custodial Account as it relates to such Participating Employer be used for or diverted for purposes other than for the exclusive benefit of the Employees of such Participating Employer

8. MODIFICATIONS TO THE EMPLOYER'S ADOPTION AGREEMENT

Each Participating Employer accepts all provisions and amendments to those provisions; however, each Participating Employer shall have the ability to make the following elections under the Plan subject to the Plan sponsor's approval. Such elections will apply to Participants under the Plan while such Participants are employed by the Participating Employer. Each Participating Employer shall be notified in writing at least 30 days prior to the adoption of any amendment to the options provided in the Adoption Agreement or associated Plan Document.

9. PERMITTED MODIFICATIONS BY PARTICIPATING EMPLOYER

(a) If elected in Item 2(c) above, the following provisions may be modified by the Participating Employer (List below those items from the Adoption Agreement that may be modified.):

(b) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): (1) _____; (2) Not applicable. **Default (2)**

EFFECTIVE DATE AND SIGNATURES

Effective Date: _____

Signed, sealed, and accepted in the presence of:

Name of Plan Sponsor: _____

Signature of Plan Sponsor:

Date:

Name of Signer: _____

Title: _____

Name of Participating Employer: _____

Signature of Participating Employer:

Date:

Name of Signer: _____

Title: _____

SIGNATURE OF WITNESSES AS TO PARTICIPATING EMPLOYER: _____

ADDENDUM E: Pre-1974 VESTING SCHEDULES

Vesting Formula #4: 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

Years of Service	Vested Percentage
Less than 1	0%
1	0%
2	0%
3	0%
4	0%
5	100%
6	%
7	%
8	%
9	%
10	%
11	%
12	%
13	%
14	%
15	% (not less than 100%)

Vesting Formula #5: 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

Years of Service	Vested Percentage
Less than 1	%
1	%
2	%
3	%
4	%
5	% (Must be partially vested)
6	% (Must be partially vested)
7	% (Must be partially vested)
8	% (Must be partially vested)
9	% (Must be partially vested)
10	% (Must be partially vested)
11	% (Must be partially vested)
12	% (Must be partially vested)
13	% (Must be partially vested)
14	% (Must be partially vested)
15	% (Must be partially vested)
16	% (Must be partially vested)
17	% (Must be partially vested)
18	% (Must be partially vested)
19	% (Must be partially vested)
20	% (not less than 100%)

Vesting Formula #6: 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(8)).

Years of Service	Vested Percentage
Less than 1	%
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%
11	%
12	%
13	%
14	%
15	%
16	%
17	%
18	%
19	%
20	% (not less than 100%)

Note: Plans with vesting provisions that are more favorable to Participants than these safe harbor vesting schedules selected in Item 44(c) are also deemed to satisfy the pre-1974 Code vesting requirements.